



Town of Clayton

Bidding Documents & Project Manual

Issued for Bid

Hocutt-Ellington Library Renovation

Issued for Bid March 28, 2025

Town of Clayton Bid Number: 700-ENG-2025-12



DAVIS KANE
ARCHITECTS, PA

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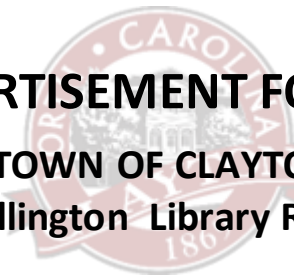
7. TECHNICAL DOCUMENTS

- a. Asbestos Report by Matrix
- b. Specifications (refer to Davis Kane Table of Contents)
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Section 1

Advertisement for Bid



ADVERTISEMENT FOR BIDS

TOWN OF CLAYTON

Hocutt-Ellington Library Renovation

General Notice

The Town of Clayton (Owner) is requesting Bids for the construction of the following Project:

Hocutt-Ellington Library Renovation
700-ENG-2025-12

Bids for the construction of the Project will be received at **Town of Clayton Town Hall** located at **111 E. Second St. Clayton, NC 27520** until **Tuesday April 29 at 2:00PM** local time. At that time the Bids received will be **publicly** opened and read in the Rotary Room – 3rd Floor.

The Project includes the following Work:

Demolition and renovation of interior library spaces, including interior walls, doors, frames, hardware, interior storefront, glazing, interior finishes, architectural casework, signage, toilet compartments, and window blinds. The work also includes plumbing fixtures, HVAC and controls, electrical fixtures, telephone/data raceway, security components and cabling, and audio visual components and cabling.

Bids are requested for the following Contract: **Hocutt-Ellington Library Renovation - 700-ENG-2025-12**

The Project has an expected duration of **275** days.

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is:

The Town of Clayton
111 E Second Street
Clayton, NC 27520

Information and Bidding Documents for the Project can be found at the following designated website:

The project will be advertised on the North Carolina Electronic Vendor Portal (eVP). The eVP website is <https://evp.nc.gov/>. From the Home page, navigate through; browse solicitation > filters > department > Town of Clayton > apply. Scroll through solicitations until you find the project. Basic advertisement information and link to the Town's bidding opportunities page will be displayed. The Town's Bidding Opportunities page will allow downloads of the project documents. This page can be accessed directly at <https://www.townofclaytonnc.org/Bids.aspx>. All bidders will be required to register as plan holders at

the designated site in order to download bidding, contract and plan documents. The designated website may be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. Bidders are responsible for any information posted to the website subsequent to the initial posting.

All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Pre-bid Conference

A NON-MANDATORY pre-bid conference for the Project will be held on **Tuesday April 8 at 10:00AM** at **Clayton Town Hall, 111 E. Second St. Clayton, NC 27520**. Attendance at the pre-bid conference is encouraged but not required. Only emailed questions received prior to the time and date listed below, or questions received at the pre-bid meeting will be addressed. All emailed questions must be received by **5:00PM, Eastern Standard Time on Friday April 18, 2025**. No questions or requests for clarifications will be accepted after this time. All questions must be submitted in writing to Davis Kane Architects, attention Chad Volk: cvolk@daviskane.com. Responses to questions will be issued in the form of addenda and the final addendum will be issued by **5:00PM, Eastern Standard Time on Tuesday April 22, 2025** (if needed) on <https://www.townofclaytonnc.org/Bids.aspx>. The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be given by the Town. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarifications will be without legal effect.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **Town of Clayton**
By: **Christopher Gallant**
Title: **Project Manager**
Date: **March 28, 2025**

RIGHT TO REJECT SUBMITTALS

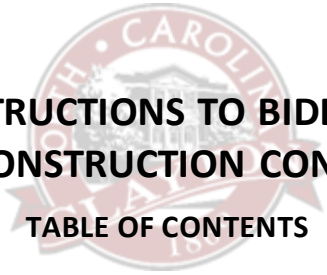
The Town reserves the right to reject any and all bid submittals. This bid submittals request is neither a contractual offer nor a commitment to purchase services. The Town assumes no contractual obligation as a result of the issuance of this request, the preparation or submission of a bid by a Respondent, the evaluation of statements, or final selection.

This Advertisement is Non-Transferable



Section 2

Instructions to Bidders



INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state or other contractor license number. MUST PROVIDE A PHOTOCOPY WITH THE BID.
- D. Form C-451 – Qualifications Statement & Affidavit of Organizations and Authority
- E. Subcontractor and Supplier qualification information.
- F. Other required information regarding qualifications.

- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

- 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion

Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

1. **Original Library Building Drawings (1979)**
2. **Library Building Addition Drawings (1994)**
3. **Library Building Addition Drawings (2002)**
4. **Library Building Addition Drawings (2006)**

A copy of these drawings will be made available to all bidders via addendum. These existing drawings for historical reference only.

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.

5.04 *Site Visit and Testing by Bidders*

- A. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.
- B. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **Patrick Lechner, 919-553-5002-EXT 6531, plechner@townofclaytonnc.org**. Bidder must conduct the Site visit during normal working hours.
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such

access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

- E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Architect or Owner as identified on the advertisement in writing. Contact information and submittal procedures for such questions are as follows:
 - A. **All questions must be submitted in writing to Davis Kane Architects, attention Chad Volk: cvolk@daviskane.com**
- 7.03 Interpretations or clarifications considered necessary by Architect in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than

seven days prior to the date for the opening of Bids may not be answered. (or by date as indicated on the Advertisement)

- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. **Plumbing Contractor**
 - B. **Mechanical Contractor**
 - C. **Electrical Contractor**
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”

- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), **accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.**
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by **evidence of authority to sign. The official address of the partnership must be shown.**
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by **evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.**
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The **Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.**
- 12.10 **Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.**
- 12.11 **The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.**
- 12.12 **If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.**

ARTICLE 13—BASIS OF BID

- 13.00 *Basis of Award*
- A. Lump Sum Base Bid plus all required Unit Prices and Allowances list on the Bid Form.
- 13.01 *Lump Sum*
- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.
- 13.02 *Unit Prices*

- A. Bidders must submit unit prices for each item listed in the unit price section of the Bid Form.

13.03 Allowances

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

13.04 Alternates

- A. The Owner shall have the right to request alternates in addition to the base bid and the right to accept alternates in any order or combination.
- B. Alternate Preferred Brand is made in pursuant to North Carolina General Statute 133-3. The performance standards that support the preference are set forth below and will be communicated during the pre-bid meeting. The Owner has selected each of the preferred brand Alternates set forth on the bid submission form and in the specifications based on the following:
 - 1. Towns Grand Master keyway system – These specified preferred brands conform to the Town wide mater keyway system. This standardization significantly enhances facility security and cost savings
 - 2. Maintenance Efficiency and Cost Saving - Utilizing the preferred brands maintains continuity with existing equipment and substantially reduces long-term maintenance costs due to streamlined inventory control.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A **sealed** Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement and must be enclosed in a plainly marked package with the **Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder**, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
 - A. G.S. 143-129(b) states that a bid cannot be "accepted or considered" unless it is accompanied by a sufficient bid bond. Therefore, Bid Bonds must be submitted separate from the sealed bidding documents. Place the bid Security/Bond in a **SEPARATE sealed envelope. Deliver both sealed envelopes to the Issuing Office as stated in the Advertisement.** This allows proper determination if all bids meet the bid deposit requirement before unsealing the bid documents.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and
- 15.04 the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the **lowest responsive Bid**.
- 18.05 *Evaluation of Bids*
 - A. In evaluating Bids, Owner will consider whether the bids comply with the prescribed requirements. Bids will be compared based upon the lump sum base, plus all required unit prices, and allowances; known as the TOTAL BASE BID. The Owner selects Alternates in its sole interest in its Notice of Award.

- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19— BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

- 21.01 The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and sales tax exemption and complying with all requirements. The Contractor shall include all Federal, State, and local taxes in the bid. The Contractor shall indemnify, defend, and hold harmless, Owner, Engineer and their employees, agents, and representative from and against any and all claims, damages, loss, penalties, fines and tax liabilities whatsoever resulting from Contractor's failure to include such taxes in the bid, pay any such tax, or comply with any applicable tax requirements or statutes.

ARTICLE 22— CONTRACTS TO BE ASSIGNED



Section 3

Bidding Documents



BID FORM FOR CONSTRUCTION CONTRACT

FROM

BIDDER NAME: _____

BIDDER ADDRESS: _____

DATE OF BID: _____

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1 – OWNER AND BIDDER

1.01 This Bid is submitted to: **Town of Clayton**
Attention: Christopher Gallant
111 E. Second Street
Clayton, NC 27520

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work, furnishing all labor, materials, tools, equipment, apparatus, supplies, and as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents, for and because of the construction, erection, and/or installation of the proposed "Project"

Project Name: Hocutt-Ellington Library Renovation
Project Number: 700-ENG-2025-12

For the Town of Clayton, North Carolina in accordance with the Contract Documents, including Addenda thereto. There is deposited, herewith, a certified check in the amount of: _____(Dollars) (\$_____), or a Bid Bond in the amount of **Five Percent (5%)** of the total aggregate amount of the Bid, made payable to the Owner, the same to be refunded to the Bidder under the conditions of and in accordance with the terms of this Bid, which are as follows:

THAT: The rights of the Owner and the recommendations of the Engineer shall not be questioned in the Award of the Contract.

THAT: it is the intention of the Owner to let contracts on the basis of the Bids received in accordance with G.S. 143-129 and in such manner as the Owner may deem to be for the best interests of the Owner.

THAT: The Owner reserves the right to reject any or all Bids.

THAT: The work under each Section will be awarded under one Contract and that the Owner shall have the right to include such items or items as the Owner may deem to be in the best interest of the Owner.

THAT: On being awarded the Contract, the Bidder shall execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Contract Price (Contract Sum), as security for the faithful performance of the Contract.

THAT: The Bidder shall submit, in the blank spaces provided, all data, guarantees and other information called for.

THAT: The Bid shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should the Bid not be accepted by the Owner, the certified check, in the amount of: _____ Dollars (\$_____) or the five percent (5%) Bid Bond, as applicable, deposited herewith shall be returned to the Bidder.

THAT: Should this Bid be accepted by the Owner and the Bidder Fail or neglect to execute the Contract and furnish the required Bonds with fifteen (15) business days after receiving notifications of the acceptance of the Bid and/or receipt of the formal Contract and Bond forms, the certified check, in the amount of: _____ Dollars (\$_____), or the Bid Bond deposited herewith shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend the time allowed for executing the Contract and/or furnishing the Bond in its sole discretion.

THAT: The Bidder shall complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract from the date of the Notice to Proceed.

THAT: The Bidder proposed to enter into a Contract in accordance with this Bid, the Plans and Specifications and the Contract Documents included herein, for the prices shown on the following pages.

THAT: The successful bidder shall be required to submit a complete detailed cost breakdown of the Lump Sum Bid Price amount for payment purposes, for approval by the Engineer, prior to the Award of the Contract.

THAT: It is the intent of these Contract Documents to obtain a Contract based on a Lump Sum Price except where Unit Prices are specifically requested. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern. Where a discrepancy exists between unit prices and mathematical computations in the Itemized Proposal, the unit prices and quantities in the Itemized Proposal shall govern.

THAT: The successful bidder shall have all proper Bidder licenses and other applicable licenses required under North Carolina state laws governing their respective trade(s).

THAT: The successful bidder and all subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and shall provide documentation or sign affidavits or any other documents requested by the Town of Clayton demonstrating such compliance.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid. Your Bid may be deemed non-responsive if this information is not completely filled out and included with your bid. See Section 3 for applicable forms and information:

- A. ☐ Required Bid Bond or other allowable Bid security; **Bid Security/Bonds must be submitted separate from the sealed bidding documents. Place the Bid Security/Bond in a separate sealed envelope.**
- B. ☐ Qualifications Statement and Affidavit of Organization and Authority
- C. ☐ Materials and Subcontractor List
- D. ☐ Non-Collusive Affidavit
- E. ☐ Non-Discrimination Clause
- F. ☐ Equal Employment opportunity Addendum
- G. ☐ MWBE Identification of Minority Business Participation.
- H. ☐ Affidavit A or Affidavit B as applicable.
- I. ☐ Addendum Acknowledgement Signature Page for each addendum issued (if applicable).
- J. ☐ Photocopy of Bidder's North Carolina General Contractors License
- K. ☐ Certificate of Authorization to do business in North Carolina (Secretary of State)
- L. ☐ Contractors Statement of Compliance to Self-Perform 5% of work (use contractor letterhead).
- M. ☐ E-Verify Affidavit

On the outside of the sealed Bid Security/Bond envelope and the Bid sealed envelope must write the following: Bid number, Project Name, Attention, Name of Bidder, NC General Contractor License number.

ARTICLE 3—BASIS OF BID—LUMP SUM BID, UNIT PRICES, AND ALLOWANCES

3.01 *Lump Sum*

- A. Bidder will complete the Work in accordance with the Contract Documents for a lump sum (stipulated) price(s); together with any Unit Prices and Allowances as indicated on the Bid form. All specified cash allowance(s) are included in the price set forth on the bid form.

3.02 *Unit Prices*

- A. Bidder will perform the Work as indicated unit prices on the Bid Form.

3.03 *Preferred Brand Alternates*

- A. Bidders shall place the lump sum cost difference between Contractor's brand and Owner's Preferred Brand in the Unit Price column. Bidders are responsible for indicating if the adjustment is an increase or decrease from base bid. The Total cost column shall be the final

price after the unit and lump sum costs have been adjusted (base bid "+" or "-" adjustment in cost)

B. Bidder acknowledges that:

1. Each Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

BASE BID

Item No.	Description	Estimated Quantity	Unit Price	Total Cost
1	Lump Sum Base Bid	1	-	\$
LS-1	Allowance for installation/replacement of insulation above ceiling	1	\$10,000	\$10,000
LS-2	Allowance for demolition of exiting stucco on fireplace and preparing existing masonry for new furring	1	\$5,000	\$5,000
LS-3	Allowance for installation of a graphic vinyl wall covering or painted mural on the fireplace	1	\$3,000	\$3,000
Q-E1	Allowance for Duplex Receptacle with 30 ft conduit, 30 ft wiring	3 each	\$	\$
Q-E2	Data Outlet (2 data drops) with 30 ft conduit, 600 ft cabling	3 each	\$	\$
Q-E3	Exit Signs with 30 ft conduit, 30 ft wiring	3 each	\$	\$
UC-1	Brick: Provide Brick Color 1 Allowance. Allowance cost for red colored modular size	1,000	\$	\$
	TOTAL BASE BID			\$

PREFERRED-BRAND ALTERNATE BIDS

Item No.	Description	Estimated Quantity	Unit Price Change From Base Bid "+" for ADD or "-" for DEDUCT	Total Cost
ALT-1	Preferred Brand Alternate No 1: Door Lock and Cylinder	(all doors)	\$ / LS	\$
			Total Base Bid + ALT-1	\$
ALT-2	Preferred Brand Alternate No 2: Door Closers	(all doors)	\$ / LS	\$
			Total Base Bid + ALT-2	\$

ALT-3	Preferred Brand Alternate No 3: Door Overhead Stops	(all doors)	\$ / LS	\$
			Total Base Bid + ALT-3	\$

ARTICLE 4—BASIS OF BID – COST PLUS FEE

4.01 Not applicable

ARTICLE 5—PRICE-PLUS-TIME BID

5.01 Not applicable

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for **60 days** after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____



*G.S. 143-129(b) states that a bid cannot be "accepted or considered" unless it is accompanied by a sufficient bid bond. Therefore, Bid Security/Bonds must be submitted in a separate sealed envelope from the sealed bidder's bid package, so that it can be determined if all bids meet the bid deposit requirement before unsealing the bid documents.

This is a Bid Bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General statutes.

This Bid Bond is executed on _____, 20__.

The name of the PRINCIPAL is _____ (1)

_____ (2)

The name of the SURETY is _____

The TOWN OF CLAYTON, NORTH CAROLINA is the OWNER.

The amount of the Bond is _____

_____ (Dollars) (\$_____)

KNOW BY ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

NOW, THEREFORE

- (a) If said Bid Proposal shall be rejected; or in the alternate,
- (b) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid Proposal) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

(Principal) Secretary
(SEAL)

Principal

By: _____ (3)

(Address)

Witness as to Principal

(Address)

ATTEST:

N. C. Resident Agent
(SEAL)

Surety

By: _____

(4)

(Name)

(Address)

(Phone Number)

Witness as to Surety

(Address)

- (1) Insert the correct name of Principal.
- (2) Insert whether the Principal is a corporation, a partnership, a limited liability company or an individual.
- (3) If Principal is a partnership, all partners should execute the Bid Bond. If Bidder is a limited liability company, all managers (or all members, if the company is member-managed) should execute the Bond.
- (4) Provide contact name, address, and phone number for bid bond surety.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY

(Attach)

Qualifications Statement and Affidavit of Organization and Authority



ARTICLE 1—GENERAL INFORMATION

Bidders Certificates – Organization and Authority

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			
The Contact Person for this Bid is:			
Contact person number & email:			

1.02 Provide information on the Business's organizational structure:

STATE OF: _____

COUNTY OF: _____

_____ being first duly sworn on oath deposes and says that the Bidder on the attached Bid is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

- For **Corporation** list President, Secretary and Treasurer officers below
- For **Partnership** list General Partners and Limited Partners below
- For **Limited Liability Company** list Managers and Members below
- For **Joint Venture** list Joint Ventures and provide a separate Qualifications Statement for each Joint Venturer
- For **Individual** list individual or trade name.

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
And it (does)/(does not) have a corporate seal. Circle one			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		☐ Yes ☐ No ☐ Pending	

- 1.03 Provide names of the officers, partners, or members of the Business who are authorized to sign construction bids, proposals, and contracts, along with their respective limits of authority. A certified copy of the Certificate of Authority MUST be attached and will be accepted in lieu of completing Table 1.03. Simply write in the table – See Attached

Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

- 2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

- 3.01 Provide information regarding Business's Diverse Business Certification, if any. **Provide evidence of current certification.**

Certification		Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise			
☐ Minority Business Enterprise			
☐ Woman-Owned Business Enterprise			
☐ Small Business Enterprise			
☐ Disabled Business Enterprise			
☐ Veteran-Owned Business Enterprise			
☐ Service-Disabled Veteran-Owned Business			
☐ HUBZone Business (Historically Underutilized) Business			
☐ Other			
☐ None			

ARTICLE 4—SAFETY

- 4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:			
Safety Certifications			
Certification Name	Issuing Agency		Expiration

- 4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

- 5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business's most recent financial statement:		☐ Attached	
Date of Business's most recent audited financial statement:		☐ Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor's Quick Ratio (Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			
List all Claims , prior and pending, against the Bidder (including the Town of Clayton) including the resolution of such Claims, if any:			

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?		☐ Yes ☐ No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		☐ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☐ Yes ☐ No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

- 8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:		As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No			
Been released from a bid in the past 5 years? ☐ Yes ☐ No			
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☐ No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☐ No			

Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

- 8.03 List all projects **currently under contract** in Schedule A and provide indicated information. Bidders may attach their own prepared list in lieu of using the Schedule A form so long as the same information is provided, and it is clearly labeled Scheduled A.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction. Bidders may attach their own prepared list in lieu of using the Schedule B form so long as the same information is provided, and it is clearly labeled Schedule B
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the **Project Manager, Project Superintendent, Quality Manager, and Safety Manager**. Bidders may attach Key individual resumes in lieu of using Schedule C so long as the same information is provided. Resumes may be provided for the Business's key leaders as well if bidder elects to complete Schedule C. Replacement of these Key leaders is acceptable upon approval by the Town after review of Resume.

ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Certification of Business's safety performance if required by Paragraph 4.02.
 - D. Financial statements as required by Paragraph 5.01.
 - E. Attachments providing additional information as required by Paragraph 8.02.
 - F. Schedule A (Current Projects) as required by Paragraph 8.03.
 - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
 - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
 - I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Subscribed and Sworn to before me this _____ day of _____, 20____.

Notary Public

County

Commission Expires: _____ Seal

Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager

Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

PROPOSED LIST OF MATERIAL, MANUFACTURERS AND SUBCONTRACTOR



NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____ being first duly sworn,

deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____ the BIDDER that has submitted the attached BID;
- (2) He is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such BID is genuine and is not a collusive or sham BID;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or of any other BIDDER, or to fix any overhead, profit, or cost elements of the BID price or the BID price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against The Town of Clayton, or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

BIDDER

BY _____

ITS _____

(Title)

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Notary Public

County

My Commission Expires: _____



NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this BID, and the resulting execution of a Contract, that the parties hereto, their agents, officials, employees, or servants shall not discriminate in any manner on the basis of age, handicap, race, color, creed, or national origin with reference to the subject matter of the Contract, no matter how remote.

This provision, being incorporated for the benefit of the Town of Clayton and its residents, may be enforced as set out in the ordinances of the Town of Clayton, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of the Contract.

(Use the following form for SIGNATURES by a CORPORATION):

	Corporate Name
ATTEST:	
_____	BY: _____
(Assistant Secretary)	(Vice) President
_____	_____
(Printed Name)	(Printed Name)
(CORPORATE SEAL)	

(Use the following form for signatures by a PARTNERSHIP):

_____	_____ (SEAL)
Witness	Partnership Name
_____	BY: _____ (SEAL)
(Printed Name)	General Partner

(Use the following form for signatures by a LIMITED LIABILITY COMPANY):

_____	_____ (SEAL)
Witness	Company Name
_____	BY: _____ (SEAL)
(Printed Name)	Manager/Member

(Use the following form for signatures by an INDIVIDUAL):

_____	BY: _____ (SEAL)
Witness	
_____	_____
(Printed Name)	(Printed Name)

Subscribed and sworn to before me this _____ day of _____, 20 _____.

_____	_____
Notary Public	County

My Commission Expires:



EQUAL EMPLOYMENT OPPORTUNITY ADDENDUM ("ADDENDUM")

During the performance of the Contract the Bidder agrees as follows:

- a. The Bidder shall not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- b. The Bidder shall, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Bidder shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract understanding, a notice, to be provided, advising the labor union or worker's representative of the Bidder's commitments under the Equal Employment Opportunity Section of the Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. In the event of the Bidder's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further OWNER contracts.
- e. The Bidder will include the provisions of this Addendum in every subcontract or purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

(Use the following form for execution by a CORPORATION):

Corporate Name

ATTEST: _____
(Assistant Secretary)

BY: _____
(Vice) President

(CORPORATE SEAL)

(Use the following form for execution by a PARTNERSHIP):

Partnership Name

BY: _____
General Partner

(Use the following form for execution by a LIMITED LIABILITY COMPANY):

Company Name

BY: _____
Manager/Member

(Use the following form for execution by an INDIVIDUAL):

BY: _____

WITNESS:

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public

County

My Commission Expires:



TOWN OF CLAYTON, NORTH CAROLINA

SPECIAL INSTRUCTIONS TO BIDDERS REGARDING UTILIZATION OF MINORITY BUSINESSES IN CONSTRUCTION PROJECTS

The North Carolina General Statutes require that bids be awarded to the lowest responsible, responsive bidder “without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition.” Also, contractors are not required to make purchases of materials or equipment or award subcontracts to minority businesses that do not submit the lowest responsible bid(s).

NCGS 143.128.2 requires each city, county, or other local public entity to adopt a verifiable percentage goal for participation by minority businesses in the total value of work for building projects. The Town of Clayton has adopted a goal of ten percent (10%). Public entities shall require contractors to make good faith efforts in the recruitment and selection of minority businesses for participation in building construction projects.

The term “minority business” means a business:

- a. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
- b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

A “Minority” is a person who is a citizen or lawful permanent resident of the United States and who is:

- a. Black, that is, a person having origins in any of the black racial groups in Africa;
- b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
- c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
- d. American Indian, that is, a person having origins in any of the original Indian peoples of North America; or
- e. Female

The term “socially and economically disadvantaged individual” means the same as defined in 15 U.S.C. 637. “Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities.”

“Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.”

Each bidder shall identify on its bid the minority businesses that it will use on the project (“Identification of Minority Business Participation”), the total value of the bid that will be performed by the minority businesses, and an affidavit “Affidavit A” listing the good faith efforts it has made. A contractor that performs all of the work under a contract with its own workforce may submit an Affidavit B in lieu of Affidavit A.

The apparent lowest responsible, responsive bidder shall **within 3 business days** of being notified of being the low bidder file one of the following:

- a. "Affidavit C" if the portion of the work to be executed by minority businesses is equal to or greater than 10% of the bidders total contract price; or
- b. "Affidavit D" and required documentation of the good faith efforts, if the goal of 10% participation by minority businesses is not achieved with required backup documentation required by the Town.

Contractor must submit with each pay request and final payment, "MWBE Documentation for Contract Payment.

No subcontractor listed in this documentation may be replaced with a different subcontractor except:

- a. if the subcontractor's bid is later determined to be nonresponsible or nonresponsive, or if the subcontractor refuses to enter into a contract for the work, or**
- b. With the approval of the Town of Clayton for good cause. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor and approval of good faith effort by the procurement MWBE Manager.**

If during the construction of a project, additional subcontracting opportunities become available, the prime contractor shall make a good faith effort to solicit subcontract bids from minority businesses and approved by the Procurement MWBE Manager.

IDENTIFICATION OF MWBE PARTICIPATION
Formal Contracts & Construction Contracts Equal or Exceeding \$100,000
Due with Bid

This Identification of MWBE Participation Form is for the purpose of capturing information regarding the utilization of MWBE suppliers on Town Construction Contracts equal or exceeding \$100,000. MWBE participation is encouraged for all Town of Clayton contracting opportunities. Please refer to the Town MWBE Policy for any contract specific requirements.

Copy this Form as needed.

BIDDER NAME			
PROJECT NAME			
BID NUMBER		TOWN DEPARTMENT	
CONTRACT TYPE	☐ Construction ☐ Services ☐ Other _____*		
☐ PRIME IS MWBE Classification: _____ ☐ Certified with NCHUB ☐ Certified with NCDOT-DBE	BID SUBMITTAL DATE		

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)
 *For Professional Services Contracts, please use the Identification of MWBE Participation for Professional Services Form

☐ **WORK TO BE SELF-PERFORMED**

Check this box only if you intend to perform 100% of the work on this Project/Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work on this Project/Contract with your own current work forces.

MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors that you intend to use on this Project/Contract regardless of dollar amount.

Company Name	MWBE Classification	Description of Services	Percentage of Total Contract*	Total Projected Utilization (\$)*

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)
 *If the proposal is subject to an RFQ process, you may enter "N/A".

Total Estimated MWBE Utilization* \$ _____

Total Proposal Amount* \$ _____

Percent Estimated MWBE Utilization* _____ %

(Total Estimated MWBE Utilization divided by Total Bid Amount)

The HUB Certification will be verified by the MWBE Manager for the Town and that will determine if the 10% MWBE goal has been met.

AFFIDAVIT A
Listing of Good Faith Efforts (GFE)
Due with Bid

Affidavit of _____
 (Name of Bidder)

Bidder Name			
Project Name			
Bid Number		Bid Submittal Date	

Total Available GFE Points: 155		Minimum Number GFE Points Required: 50	
POINTS	GOOD FAITH EFFORT (GFE)		
☐	10	Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.	
☐	10	Made construction plans, specifications and requirements available for review by prospective MWBE businesses or provided these documents at least 10 days before bids are due.	
☐	15	Broken down or combined elements of work into economically feasible units to facilitate MWBE business participation.	
☐	10	Worked with MWBE businesses trade, community, or contractor organizations identified by the MWBE Office and included in the bid documents that provide assistance in recruitment of MWBE businesses.	
☐	10	Attended pre-bid meetings schedule by the public owner.	
☐	20	Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.	
☐	15	Negotiated in good faith with interested MWBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a MWBE business based on lack of qualification should have the reasons documented in writing.	
☐	25	Provided assistance to MWBE businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE businesses in establishing credit.	
☐	20	Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE businesses participation on a public construction or repair project when possible.	
☐	20	Provided quick pay agreements and policies to enable MWBE business contractors and suppliers to meet cash flow demands.	
Total GFE Points _____			

The undersigned certifies the preceding representation is a true and accurate statement of Good Faith Efforts made toward the participation of MWBE businesses in the performance of this Project/Contract. Failure to provide accurate and truthful information is a violation of the Town of Clayton MWBE Policy and may result in the bid being deemed non-responsive.

This the ____ of _____, 20____

 Signature

 Printed Name/Title

AFFIDAVIT B
Intent to Perform Contract with Own Workforce
Due with Bid

Affidavit of _____
(Name of Bidder)

Project Name			
Total Project Bid		Bid Submittal Date	
Bid Number			
☐ PRIME IS MWBE	Classification: _____	☐ Certified with NCHUB ☐ Certified with NCDOT-DBE	

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

The Bidder hereby certifies having read and understood the Town of Clayton MWBE Policy, and affirms that it is the intent of the Bidder to **perform 100% of the work** required for the above-named Contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements of work on this project** with the Bidder's own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the Town in support of the above statement. If additional scopes of work are added after the Bidder has been awarded the Contract, then the Bidder agrees to make a Good Faith Effort to utilize Minority and Women-Owned Business Enterprises (MWBEs), as applicable, where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____ My commission expires _____

SEAL



North Carolina General **Contractors License**

Attach Copy



Certificate of Authorization
to do Business in
North Carolina

Attach Copy



Contractors Statement of **Compliance to Self Perform**

Attach Copy



Addendum

Acknowledgement

If Applicable
Sign and Attach to Bid



E-VERIFY
AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf
of _____ (hereinafter the "Employer") after being first duly sworn
deposes and says as follows:

1. I have submitted a bid for contract or desire to enter into a contract with the Town of Clayton;
2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
 - ☐ Employer employs 25 or more employees in the State of North Carolina, and after hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
 - ☐ Employer employs fewer than twenty-five (25) employees in the State of North Carolina and is therefore not subject to the provisions of North Carolina General Statute Article 2 of Chapter 64.
3. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of North Carolina General Statutes Article 2 of Chapter 64.
4. Employer shall keep the Town of Clayton informed of any change in its status pursuant of North Carolina General Statutes Article 2 of Chapter 64.

This the _____ day of _____, 20____.

Affiant

STATE OF NORTH CAROLINA
COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____, 20____.

Notary Public

[OFFICAL SEAL]

My Commission Expires: _____



Section 4

Post Bid Documents

AFFIDAVIT C
MWBE SUBCONTRACTOR UTILIZATION COMMITMENT

This affidavit is to be provided by the Prime Contractor within three (3) business days after notification by the Town of being the apparent lowest, responsible, responsive bidder (LRRB) if the portion of the work to be performed by MWBE Businesses equals or exceeds ten percent (10%) of the total contract price. *Copy this Form as needed.*

SECTION 1. PROJECT INFORMATION

Project Name			
Project Number		Town Department	
Project Manager			
Phone Number		Email Address	
Bidder		Contact Name	
Phone Number		Email Address	
☐ PRIME IS MWBE Classification: _____ ☐ Certified with NCHUB ☐ Certified with NCDOT-DBE		Bid Submittal Date	
Prime to Perform	\$ _____	Prime to Perform	_____ %

Total Base Bid Amount \$ _____

Total Contract Amount (including Contingency) \$ _____

Total MWBE Subcontractor / Supplier Utilization \$ _____

Percent MWBE Subcontractor Utilization (Total MWBE \$ divided by Total Base Bid) _____ %

SECTION 2. MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors to be used on this Project/Contract regardless of dollar amount.

Company Name	Contact Information (Name, Email, Phone)	MWBE Classification	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Revised 4/16/24

AFFIDAVIT D

This affidavit is to be provided by the Prime Contractor within three (3) business days after notification by the Town of being the apparent lowest, responsible, responsive bidder (LRRB) if the Bidder has not fully met the established MWBE Goal (10%) for this Project. The Bidder must provide documentation (Emails and Phone Logs) to validate GFE Points on Affidavit A.

SECTION 1. PROJECT INFORMATION

Project Name			
Project Number		Town Department	
Project Manager			
Phone Number		Email Address	
Bidder		Contact Name	
Phone Number		Email Address	
☐ PRIME IS MWBE	Classification: _____ ☐ Certified with NCHUB ☐ Certified with NCDOT-DBE	Bid Submittal Date	
Prime to Perform	\$ _____	Prime to Perform	_____ %

Total Base Bid Amount \$ _____

Total Contract Amount (including Contingency) \$ _____

Total MWBE Subcontractor / Supplier Utilization \$ _____

Percent MWBE Subcontractor Utilization (Total MWBE \$ divided by Total Base Bid) _____ %

SECTION 2. MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors to be used on this Project/Contract regardless of dollar amount.

Company Name	Contact Information (Name, Email, Phone)	MWBE Classification	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

SOLICITATION FORM

Copy this Form as needed to document MWBE contacts.

The Bidder must make the required contacts no less than ten (10) Days before Bid Opening to receive credit for this Good Faith Effort. All contacts must be verifiable with supporting documentation reflecting the methods and content of the solicitation. All documentation must be submitted with this form.

A Bidder must submit this Solicitation Form within the time specified in the Town Solicitation Documents. If no time period is specified in the Towns Solicitation Documents, the Bidder must submit this form within three (3) Business Days after the Town requests it.

SECTION 1. PROJECT INFORMATION

Project Name			
Project Number		Town Department	
Bidder		Number MWBEs Contacted	

SECTION 2. SOLICITATION INFORMATION

If "No" is checked for "Selected" below, the Bidder must document the reasons for rejecting each bid submitted by a MWBE on the Good Faith Negotiation Form.

MWBE FIRM			CONTACT PERSON	
SCOPE OF WORK				
INITIAL CONTACT	DATE: ____/____/20____	METHOD (select all used):	☐ Email ☐ Telephone ☐ Fax ☐ In-Person ☐ Mail	
FOLLOW-UP	DATE: ____/____/20____	METHOD (select all used):	☐ Email ☐ Telephone ☐ Fax ☐ In-Person ☐ Mail	
RESPONSE	☐ No Response	☐ Not Bidding	☐ Bidding (\$_____)	☐ Other (Explain)
SELECTED	☐ Yes	☐ No (Explain)		

MWBE FIRM			CONTACT PERSON	
SCOPE OF WORK				
INITIAL CONTACT	DATE: ____/____/20____	METHOD (select all used):	☐ Email ☐ Telephone ☐ Fax ☐ In-Person ☐ Mail	
FOLLOW-UP	DATE: ____/____/20____	METHOD (select all used):	☐ Email ☐ Telephone ☐ Fax ☐ In-Person ☐ Mail	
RESPONSE	☐ No Response	☐ Not Bidding	☐ Bidding (\$_____)	☐ Other (Explain)
SELECTED	☐ Yes	☐ No (Explain)		

MWBE FIRM			CONTACT PERSON	
SCOPE OF WORK				
INITIAL CONTACT	DATE: ____/____/20____	METHOD (select all used):	☐ Email ☐ Telephone ☐ Fax ☐ In-Person ☐ Mail	
FOLLOW-UP	DATE: ____/____/20____	METHOD (select all used):	☐ Email ☐ Telephone ☐ Fax ☐ In-Person ☐ Mail	
RESPONSE	☐ No Response	☐ Not Bidding	☐ Bidding (\$_____)	☐ Other (Explain)
SELECTED	☐ Yes	☐ No (Explain)		



Section 5

Contract Documents



NOTICE OF AWARD

Date of Issuance:			
Owner:	Town of Clayton	Owner's Project No.:	
Engineer:		Engineer's Project No.:	
Project:			
Bidder:			
Bidder's Address:			

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Contract Price of the awarded Contract is \$ _____ Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, the Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Town of Clayton, North Carolina**

By (*signature*): _____

Name (*printed*): _____

Title: _____

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 20____.

Bidder (*signature*): _____

Name (*printed*): _____

Title: _____

Copy: Engineer



Agreement (Contract)

**INSTRUCTIONS TO CONTRACTORS AND
REQUIREMENTS AS TO FORM FOR TOWN OF CLAYTON, NC AGREEMENTS
DO NOT REMOVE FROM AGREEMENT**

Date:

Contractor has been provided two (2) duplicates of the Agreement (or shall create two copies of the electronic version if Contractor has received that from the Town). Each of the two copies shall be signed and returned to the Engineer or Architect for signature by the owner. One counterpart will be returned to the contractor after Owner has executed the Agreement and all initial submittals due with the Agreement have been made to Owner. The other counterpart of the Agreement will be retained for the Owner and Engineer or Architect. If the Contractor requires additional copies, he shall notify the Owner, Engineer, or Architect upon his Acknowledgement of the Notice of Award.

Please observe the following in executing the attached Agreement:

1. The Owner may contract with five types of legal entities.
 - a) If the Agreement is with an individual that individual should sign the Agreement exactly as his/her name is set out. If the Agreement is with an individually owned business, the Agreement should be with the individual owner, and not the named business.
 - b) Execution on behalf of a corporation should be by the president or a vice president, attested by the corporate secretary, with the corporate seal affixed. An official other than president or vice president should attach documentation of his/her authority to execute and bind the corporation.
 - c) If the Agreement is with a partnership, all general partners of the partnership should execute the Agreement unless an authorized partner is designated to execute, in which case documentation of such authorization should be attached.
 - d) If the Agreement is with a limited liability company, all managers of the limited liability company should execute the Agreement. If the limited liability company is member-managed, all members should sign the Agreement. If only certain manager(s) or member(s) of the limited liability company are authorized to execute the Agreement, documentation of such authorization should be attached.
 - e) If the Agreement is with a joint venture, all joint venturers should execute the Agreement. If only certain joint venturers of the joint venture are authorized to execute the Agreement, documentation of such authorization should be attached.
2. After signing the Agreement, the appropriate notary's acknowledgement, in the individual, corporate or partnership form should be completed.

3. The agreement will already be dated as of a certain date when Contractor received it, which date will aid the Contractor in obtaining the Performance and Payment Bonds. The date of the Bonds must not be prior to the date of the Agreement. The Performance Bond and Payment Bond shall Correctly reference the Agreement, including the date assigned to it. The Bonds shall be signed by the Contractor, and its signature shall be acknowledged with the appropriate acknowledgment form. Next, the Bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the Bonds, and the executed Power of Attorney document authorizing the agent to sign must accompany the Bond Documents.
4. The Bid Form and all other documents submitted with the Bid shall be included in the Agreement.
5. Once the Town has received and approved the Agreement, the Payment and Performance Bonds and all other required documents, it will send a counterpart of the fully executed Agreement to the Contractor. Failure to fully complete both required sets of the Agreement and timely provide all the Payment and Performance Bonds will cause delays in the approval by the Owner and therefore delay the issuance of the Notice to Proceed.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between [name of contracting entity] (“Owner”) and [name of contracting entity] (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Demolition and renovation of interior library spaces, including interior walls, doors, frames, hardware, interior storefront, glazing, interior finishes, architectural casework, signage, toilet compartments, and window blinds. The work also includes plumbing fixtures, HVAC and controls, electrical fixtures, telephone/data raceway, security components and cabling, and audio visual components and cabling.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Hocutt-Ellington Library Renovation**

ARTICLE 3—ENGINEER/ARCHITECT

- 3.01 The Owner has retained **Davis Kane Architects** (“Architect”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Davis Kane Architects**.

ARTICLE 4 - IDENTIFICATION OF PARTIES AND AUTHORIZED REPRESENTATIVES

- 4.01 Various parties to the Contract, and parties who will be acting on another party’s behalf from time to time, are identified in Schedule 1 attached hereto. Although certain parties may act on another party’s behalf from time to time under the Contract Documents in certain respects (issuing directives, for instance), with respect to most documentation issued under the Contract Documents, the set of people that may bind each party is limited. The proper identification of those specific individuals (through name or title identification) that are entitled and authorized to bind the parties to the various Contract Documents that exist or may be created in connection with this Agreement is critical to the proper administration of this Agreement, and those individuals are specified in Schedule 1 attached hereto.
- 4.02 The parties agree that the persons (specified by names or titles/roles) of signatories to the Contract Documents that are specified on Schedule 1 attached hereto are the only appropriate

parties to execute such documentation and bind the parties listed for each such Contract Document to all obligations incurred or acknowledged, and all representations and warranties made, in such documents. To that end, for example, although the Owner is the Town of Clayton, as described in Schedule 1, the proper specific individuals (indicated by name or by title) to execute various documents on behalf of the Owner are specified on Schedule 1 attached hereto.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. The Contractor shall commence the Work on the commencement date specified in a written order of the Owner (the “Notice to Proceed”).

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within **305** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **335** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion:* Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction

observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of \$[number].

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Item No.	Description	Unit	Estimated Quantity	Unit Price
Q-E1	Duplex Receptacle with 30 ft conduit, 30 ft wiring	each	3	\$
Q-E2	Data Outlet (2 data drops) with 30 ft conduit, 600 ft cabling		3	\$
Q-E3	Exit Signs with 30 ft conduit, 30 ft wiring		3	\$

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Architect as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **5%** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- B. Within sixty (60) days after the submission of a pay request, the Town with written consent of the surety shall release to the Contractor all retainage on payments, less such amounts set off by Owner pursuant to Paragraph 15.01E of the General Conditions held by the Town if (1) the Town receives a certificate of substantial completion from the architect, engineer, or designer in charge of the project; or (2) the Town receives beneficial occupancy or use of the project. However, the Town may retain sufficient funds to secure completion of the project or corrections on any work. If the Town retains funds, the amount retained shall not exceed two and one-half (2 ½) times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety.
- C. If the Town determines the Contractor's performance is unsatisfactory, the Town may reinstate retainage in the amount of five percent (5%) for each subsequent partial or periodic payment application until the Contractor's performance becomes satisfactory. The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete. Following fifty percent (50%) completion of the project, the Town may also withhold additional retainage from any subsequent periodic payment, not to exceed five percent (5%), in order to allow the Town to retain two and one-half percent (2 ½%) total retainage through the completion of the project.
- D. Retainer provisions contained in Contractor's subcontracts may not exceed the terms and conditions for retainage provided herein. Contractors are further required to satisfy the retainage provisions of N.C.G.S. 143-134.1(b2) with regard to subcontracts for early finishing trades (structural steel, piling, caisson, and demolition) and to coordinate the release of retainage for such trades from the retainage held by the Town from the Contractor pursuant

to statute. Nothing shall prevent the Town from withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the Town or reasonable evidence that a third-party claim will be filed.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of **77** sheets with each sheet bearing the following general title: **Hocutt-Ellington Library Renovation**.
 - 8. Addenda (numbers **[number]** to **[number]**, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. All documents listed under Article 2.01 of the Bid Form
- 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

Non-Discrimination

During the performance of this Contract, the Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment notices setting forth these EEO provisions. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

Minority or Women Owned Business Enterprise

Pursuant to General Statutes of North Carolina Section 143-128 and 143-131 and to Town policy, the Town of Clayton encourages and provides equal opportunity for Certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the Town's contracting and procurement programs to include – Professional Services; Services; and Construction.

Furthermore, the Town's goal is to contract or subcontract ten (10%) of the contract amount to Certified MWBE's on construction projects, service and professional service contracts. Contractor agrees to comply with all MWBE requirements set forth in the contract documents.

E-Verify

As a condition of payment for services rendered under this contract, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes when required by law. Further, if Contractor provides the services to the Town utilizing a subcontractor(s), Contractor shall require the subcontractor(s) to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Contractor shall verify, by affidavit (see attached Affidavit E), compliance of the terms of this section by submitting the affidavit to Town upon execution of this contract.

Federal Funds

The Contractor shall make all necessary inquiries to correctly identify the source of funding for Agreement. If the source of funds for Agreement is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), unless a more stringent state or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

Iran Divestment Act

Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS G.S. 147-86.58, nor will Provider utilize on this agreement any subcontractor on such list.

Divestment from Companies that Boycott Israel

Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list."

Right to Audit

to confirm compliance with the terms of this Agreement, the Town's MWBE program, local, state, and federal laws and regulations, the Town may, at all reasonable times upon reasonable prior notice during usual business hours, inspect, audit and examine for a period up to five (5) years after completion of the service or project detailed in this Agreement, all accounts and books of Contractor and, where necessary, make copies of the Contractor's documents necessary to determine compliance. Such a right may be exercised through any agent or employee of the Town or by independent certified public accountants designated by the Town. The Contractor shall permit the aforementioned inspection, audit and examination, and where necessary, the Town to make copies of documents verifying compliance as indicated herein.

Laws & Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage its safety and health responsibilities including:

- a. Accident Prevention
Prevent injuries and illnesses to its employees and others on or near the job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.
- b. Environmental Protection
Protect the environment on, near, and around the work site by compliance with all applicable environmental regulations.
- c. Employee Education and Training
Provide education and training to all contractor's employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

Proper Care of Town Property

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the Town for use in connection with the performance of this Contract and will reimburse the Town for the replacement value of its loss or damage. The Contractor shall keep the job sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Town. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the job sites, and completely prepare the project and site for use by the Town.

Emergencies

Notwithstanding anything else in this Contract, while federal, state, or local state(s) of emergency are in effect, or when a public health emergency has been declared, Contractor shall comply with all guidance

and recommendations of the Centers for Disease Control, the State of North Carolina, Johnston County, unless mutually agreed to in writing by Town and Contractor.

Independent Contractor

For purposes of this Contract, Contractor at all times shall be considered an independent contractor, and Town shall not be deemed the employer of Contractor or of any of Contractor's agents or employees for any purpose (including, but not limited to federal or state income taxation, unemployment benefits, or worker's compensation benefits), nor shall Town be responsible for the acts or omissions of Contractor, or its agents and employees, except that Town shall pay the approved amounts negotiated by Contractor, as described the Contract Specifications. Contractor shall be solely responsible for performing any background checks or other due diligence necessary to ensure that all agents and employees of Contractor engaged in performing the Services are appropriate and qualified to perform such Services.

Standards and Duties of Contractor

The Contractor shall be held to the same standards and shall exercise the same degree of care, skill, and judgment in the performance of its advisory, management and oversight duties and services for Town as is ordinarily provided by similar professionals under the same or similar circumstances under the laws of the State of North Carolina. In addition, Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict or perceived conflict with its obligations to the Town under this Contract.

Confidential Information

Contractor will not disclose any confidential information received from Town, or otherwise discovered by the Contractor, to any third party, except as expressly permitted in this Contract. Contractor will use confidential information only for the purpose of performing under this Contract.

Interpretation

Titles and headings used in this Contract are for convenience only and do not limit or modify the language within each section of this Contract. This Contract's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require. The words "include", "includes", and "including" shall be interpreted as if followed by the phrase "without limitation" or "but not limited to," or words of similar meaning.

Entire Contract; Conflict in Terms

This Contract (including any documents incorporated herein) constitutes the complete and entire Contract between Town and Contractor concerning the subject matter of the Contract and supersedes any and all prior Contracts, discussions, understandings, promises, or representations concerning that subject matter. This Contract may be modified only by a writing signed by both Town and Contractor. The failure of the Town or Contractor to enforce at any time or for any period of time, any one or more of the provisions of this Contract shall not be construed to be and shall not be a waiver of such provision or provisions or of its right thereafter to enforce each and every such provision. In the event of any conflict between the terms of the body of this Agreement between Owner and Contractor for Construction Contract shall control.

Severability

If any provision contained in this Contract is held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The Court shall instead reform or replace any void or

unenforceable provision with a valid and enforceable provision that gives meaning to the intention of the provision or shall strike the provision from the Contract.

Performance of Government Functions

Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Construction of this Contract

It is agreed that the terms and conditions of the Contract shall not be construed in favor of or against either party and that both parties have legal counsel available to review this Contract in connection with this arms-length transaction.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

CERTIFICATE OF AUTHORITY

RESOLUTION OF CONTRACTOR'S PARTNERS, MANAGERS OR MEMBERS

(Fill in and attach if necessary)

[CORPORATION/PARTNERSHIP/LIMITED LIABILITY/JOINT VENTURE COMPANY NAME]

KNOW ALL MEN BY THESE PRESENTS:

That at a meeting of the [board of directors/partners/all members/managers] of [Contractor] a [business corporation/partnership/limited liability company] duly organized under the laws of the State of _____, held on _____, 20__ the following Resolution was adopted, which Resolution is still in effect:

RESOLVED, that [any of] the following:

[insert individual name and title]:

be, and they hereby are, authorized to execute any and all documents, including contracts, on behalf of [Contractor] and further that Certificates of Authority setting out this Resolution be prepared and certified by [the Secretary of [Contractor]/all partners/all members/managers] to be used to evidence such authority.

[For a corporation, use the following certification of the Secretary:]

That I am the duly elected and qualified Secretary of [Contractor] and the keeper of records of said company; that the foregoing is a true and correct copy of a Resolution duly adopted at the meeting described above and held in accordance with its charter and bylaws, and that the same is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed by name as Secretary by order of the ____ this ____ day of ____, ____.

, Secretary

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this the _____ day of _____, 20__.

[SEAL]

Notary Public

[For partnership or limited liability company, use the following certification of all partners/members/managers, whose signatures should all appear below or otherwise attached:]

That the following consist of all [partners/members/managers] of [Contractor]; that the foregoing is a true and correct copy of a Resolution duly adopted at a meeting described above and held in accordance with its charter and bylaws, and that the same is now in full force and effect.

Partner/Member/Manager's name

Partner/Member/Manager's signature

Partner/Member/Manager's name

Partner/Member/Manager's signature

[List all partners/members/managers and include signatures for each. Use additional pages as attachments if necessary.]

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this the _____ day of _____, 20____.

[SEAL]

Notary Public

CERTIFICATE OF INSURANCE/INSURANCE ENDORSEMENTS

(Attach)

[See the General Conditions 6.02-O for specific requirements.]

CERTIFICATE OF PAYMENTS

I hereby certify that I am the legal and duly appointed Financial Director or Designee for the Owner of this project and that provision for the payment of the moneys to fall due under this Agreement has been made by appropriation duly made or by bonds or notes duly authorized, as required by the Local Government and Fiscal Control Act.

BY: _____

TITLE: _____

DATE: _____

SCHEDULE 1

IDENTIFICATION OF PARTIES AND THEIR AUTHORIZED REPRESENTATIVES

USE THIS FORM WHEN REVIEWING CONTRACT DOCUMENTATION TO ENSURE THAT PROPER AUTHORIZATION HAS BEEN GRANTED BY EACH PARTY TO SUCH DOCUMENTATION.

The "Owner" is the **Town of Clayton**, a municipal corporation in North Carolina, and its successors and assigns, and is the party for whom the Work is to be performed. Except as otherwise specifically stated in the Contract Documents, neither the Architect nor the Engineer has authority to bind the Owner. Except as otherwise specified below for various contract documentation, the Owner is represented by and may be bound by the Project Manager or the Project Engineer with respect to day-to-day issues and correspondence.

The Owner Project Manager is:

NAME: _____

The "Architect" is the Architect or the Architect's authorized representative as identified in Contract Documents. The Architect is "**N.A.**" and/or any other party identified by the Owner as the Architect for the Work from time to time. In its sole discretion, the Owner may act in the stead of the Architect, exercising any of the rights or responsibilities of the Architect provided under the Contract Documents, so long as the Owner provides notice to the Contractor of its intent to do so. In its sole discretion, the Owner may delegate any of the rights or responsibilities of the Architect to a third party, who, for the purposes of the rights and responsibilities so delegated, shall be governed by the Contract Documents, so long as the Owner provides notice to the Contractor of its intent to do so.

The "Engineer" is _____ and/or any other party identified by the Owner as the Engineer for the Work from time to time. In its sole discretion, the Owner may act in the stead of the Engineer, exercising any of the rights or responsibilities of the Engineer provided under the Contract Documents, so long as the Owner provides notice to the Contractor of its intent to do so. In its sole discretion, the Owner may delegate any of the rights or responsibilities of the Engineer to a third party, who, for the purposes of the rights and responsibilities so delegated, shall be governed by the Contract Documents, so long as the Owner provides notice to the Contractor of its intent to do so.

The Engineer/Architect Consultant is: _____ and any other party to a subcontract with Engineer in connection with the Work _____

The parties hereby agree that, notwithstanding any provision in the Contract Documents that appears to or in fact grants one party the right to act on behalf of another party, with respect to the documentation below, those individuals named below, personally or by role or title (or any person at a position "higher" than the individual or role named below) (in either event, an "Authorized Party") shall be the only people entitled to execute the documentation for which that individual or role is named. A position is "higher" than another position in a company if the position is an office authorized by law to bind the entity or the latter position reports (directly or through other parties) to the position in question. When an Authorized Party executes a Contract Document for which it is specified as an Authorized Party, such Authorized Party shall be deemed to be acting on behalf of the party for whom it is executing such document, binding such party as to obligations acknowledged and representations and warranties made in such documentation, and no other proof of agency, authority or delegation of power is necessary to so bind such party by the execution of the document by the Authorized Party.

<u>Document</u>	<u>Party to Execute</u>	<u>Authority to Execute: Name/Title</u>
Agreement	Owner	Richard D Cappola, Jr. Town Manager
	Contractor	
Application for Payment	Owner	Project Manager/(name)
	Contractor	
	Engineer/Architect	
Change Order	Owner (reviewer)	Richard D Cappola, Jr. Town Manager
	Owner (execution)	
	Contractor (reviewer/execution)	
	Engineer/Architect (recommendation)	
Field Order	Owner	
	Contractor	
	Engineer/Architect (recommendation)	
Work Change Directive	Owner	
	Contractor	
	Engineer/Architect (recommendation)	

This Schedule 1 may be revised, amended and/or replaced by a new Schedule 1 identifying other individuals or roles entitled to execute the documentation described herein if the replacement Schedule 1 is signed by each of the parties below. The revised Schedule 1 shall be dated and attached to the Contract Documents, and a copy shall be given to all affected parties. To the extent possible, prior versions of Schedule 1 shall be removed from the Contract Documents when a replacement Schedule 1 is approved.

Town of Clayton:

Contractor:

By: _____

Richard D. Cappola, Jr

Town Manager

By: _____

[President or Vice-President or Owner]



PERFORMANCE BOND

Contractor (Full formal name) Name: _____ Address (<i>principal place of business</i>): _____ 	Surety (Full formal name) Name: _____ Address (<i>principal place of business</i>): _____
Owner (Full formal name) Name: _____ Mailing address (<i>principal place of business</i>): _____ 	Contract Description (<i>owner project name and project location</i>): _____ Contract Price: _____ Effective Date of Contract: _____
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

Payment and Performance Bond Affidavit

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

_____, being duly sworn on oath deposes and

says that he/she is (attorney -in-fact) or (agent) of said _____

(Bonding Company)

surety on the agreement to be executed by _____.

(Contractor)

Affiant further deposes and says that no officer, official or employee of the Owner has any interest directly or indirectly, or is receiving any premium, commission fee or other thing of value on account of the same or furnishing of the Bond, undertaking or Contract of Indemnity, Guaranty, Suretyship in connection with the above-mentioned agreement.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

Notary Public (signature)

Notary Public (print)

My commission expires _____

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**



PAYMENT BOND

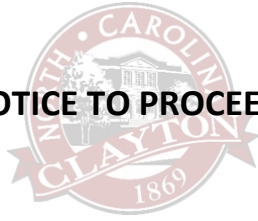
Contractor (Full formal name) Name: _____ Address (<i>principal place of business</i>): _____	Surety (Full formal name) Name: _____ Address (<i>principal place of business</i>): _____
Owner (Full formal name) Name: _____ Mailing address (<i>principal place of business</i>): _____	Contract Description (<i>owner project name and project location</i>): _____ Contract Price: _____ Effective Date of Contract: _____
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

NOTICE TO PROCEED



Owner: _____ Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract Name: _____
Executed Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement, the date by which Substantial Completion must be achieved is _____ and the date by which readiness for final payment must be achieved is _____.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: **Town of Clayton** _____
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____

Cc: Engineer

CONTRACT SUBCONTRACTOR IDENTIFICATION FORM

Building Project/Construction Contracts

(This form **MUST** be submitted within 30 days after award of the Contract)

This Final Subcontractor Identification Form is to provide a list of all subcontractors that the Contractor will use in the performance of the Contract in accordance with NCGS §143-128.2. *Copy this Form as needed.*

CONTRACTOR NAME			
PROJECT NAME			
Bid NUMBER		TOWN DEPARTMENT	
☐ PRIME IS MWBE	Classification: _____ ☐ Certified with NCHUB ☐ Certified with NCDOT-DBE	CONTRACT AWARD DATE	

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

☐ **WORK TO BE SELF-PERFORMED**

Check this box **only** if you intend to perform 100% of the work on this Project/Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work on this Project/Contract with your own current work forces.

ALL CONTRACT SUBCONTRACTORS

Complete the chart below for **all** subcontractors that will be used on this Contract regardless of dollar amount.

Company Name	Contact	Description of Service/Trade	Total (\$)
	Name:		
☐ Certified MWBE	E-mail:	Address:	
	Name:		
☐ Certified MWBE	E-mail:	Address:	
	Name:		
☐ Certified MWBE	E-mail:	Address:	
	Name:		
☐ Certified MWBE	E-mail:	Address:	
	Name:		
☐ Certified MWBE	E-mail:	Address:	
	Name:		
☐ Certified MWBE	E-mail:	Address:	
	Name:		
☐ Certified MWBE	E-mail:	Address:	

Certification must be with NCHUB or the NCDOT-DBE. Proof of Certification may be required upon request by the Town.

Total Contract Amount

\$ _____

Total MWBE Utilization

\$ _____

Percent MWBE Utilization

(Total MWBE Utilization divided by Total Contract Amount)

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under

Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

- C. *Evidence of Owner's Insurance:* After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and /or other design professionals and stamped approval by the Town of Clayton. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility

for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids or if Laws or Regulations are different at the time of the Work, then those Laws or Regulations in effect at the time of the Work (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer and Owner any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible,

then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- D. If all lands, easements, and right-of-way are not obtained as herein contemplated before construction begins, Contractor shall begin the Work upon and within such lands, easements and rights-of-way as Owner has at that time acquired.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible. Prior to commencement of Work in the vicinity of the property adjacent to the Site, the Contractor's own expense, shall take such surveys as may be necessary or expedient to establish the existing conditions of the property. Any damage or injury occurring to any property as a result of any act, omission or neglect on the part of the Contractor shall be repaired so that the property is restored in a proper and satisfactory manner, or replaced, by and at the expense of the Contractor, to an equal or superior condition than previously existed.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent

permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations. This includes, without limitation, appropriate sedimentation control measures, as applicable. During construction, the Contractor shall regularly remove from the Site all accumulated debris and surplus materials of any kind that result from its operations. Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the Project. When the Work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights of way, easements, or private property, the Contractor shall (as the Work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to a basic condition that will permit resumption of pedestrian or vehicular traffic and any other essential activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed as promptly as possible so that the Site maintains a neat appearance.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site to a neat and orderly condition, meeting or exceeding its appearance prior to construction, and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents. Failure to clean and prepare the Site in accordance with this Paragraph shall forestall Contractor's right to receive its final payment of the Contract Price. At the Contract Time for full performance of the Work, if the cleaning and preparation is not complete, Owner may make arrangements for same with a third party. The Contractor shall reimburse the Owner for all costs associated with such work in a deduction in the Contract Price or by direct payment from the Contractor to the Owner, or a combination of both, at the option of the Owner.
- Cleanup:** All areas affected by the construction activities must be cleared of debris, surplus materials, and waste. This includes but is not limited to construction scraps, packaging materials, litter, and temporary structures.
- Removal of Erosion Control Measures:** Temporary erosion and sediment control measures implemented during the project must be carefully dismantled and removed by the Contractor, only after ensuring that the site is stable and receiving the approval by the governing agency, and that permanent erosion control measure are fully functional. This may require removal after final payment is made.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

- E. Traffic to and from the Site: The Contractor shall maintain traffic to, from, and around the Site in accordance with the Town of Clayton "Standard Specifications and Details", Section 150 of the NCDOT "Standard Specifications for Roads and Structures" and the following provisions: At the end of each workday, the Contractor shall backfill, up to the edge and elevation of existing pavement, any area adjacent to the travel way that has a drop off of more than three (3) inches. The Contractor shall perform this work at no additional cost to the Owner. Access to the Site and properties adjacent to the Site shall be maintained at all times throughout the Project. Where driveways, mailboxes and/or other improvements are disturbed, temporary drives, mailboxes and/or other improvements if appropriate shall be installed immediately and maintained until such time as permanent repair to the driveways, mailboxes and/or other improvements is made. An ABC stone base shall be used to maintain temporary driveways. No additional payment shall be made by the Owner or other parties to the Contract for such temporary driveway construction and maintenance because such Work shall be considered incidental to the Contract and included in the Contract Price.
- F. Work in Streets, Highways and Other Rights of Way: Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights of way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), and the like, shall be done in accordance with the applicable portions of the Specifications and the requirements of authorities having jurisdiction. The Owner shall make all arrangements with the proper authorities for such Work, including the obtaining of permits, and shall pay costs associated with such, with the exception of electrical permits, blasting permits and inspections. The Contractor shall keep a copy of all required permits on the Site at all times. The Contractor shall be responsible for all bonds required by the North Carolina Department of Transportation.
- G. Survey Markers; Monumentation: Contractor shall replace survey markers, such as property corners, right-of-way monuments and the like that are disturbed as a result of the Work, whether or not specifically identified in the Contract Documents, where property corners and/or right of way remain in the same location after the Work has been performed. If property corners and/or right-of-way line locations have been altered or established in connection with the Work, Contractor shall place survey markers, such as property corners, right-of-way monuments and the like, whether such Work is specifically identified in the Contract Documents. Such replacements and/or placements shall be performed by a North Carolina Professional Land Surveyor (PLS).
- H. Mail Service: Mail service shall not be interrupted by construction activities. In the event that mailboxes are relocated or temporarily removed, the Contractor must provide alternate methods as approved by the US Postal Service and the Owner for property owners to receive uninterrupted mail service. There will be no separate payments issued for alternate measures required to maintain mail service.
- I. Failure to Use Site as Directed: Failure to use the Project site in accordance with the terms of this and other Paragraphs of the Contract Documents shall forestall Contractor's right to receive interim payments and the final payment of the Contract Price. At Contract Times for performance of the Work, if the use of the site is not in compliance with these provisions, Owner may make arrangements to remedy the situation with third parties (arranging for clean-up of the site, for instance). The Contractor shall reimburse the Owner for all costs associated with such work in a deduction in the Contract Price or by direct payment from the Contractor to the Owner, or a combination of both, at the option of the Owner.
- J. Water for Construction: The Contractor shall be responsible for transporting water to the site. Water needed for construction of the Work may be obtained from the Town of Clayton Bulk Water Station. The Bulk Water Station is located at the Operations Center, 653 NC-42, Clayton, NC 27520. The Contractor and/or Subcontractors shall register their company with Water Resources during Pre-Construction

processes. The Contractor shall not operate any main valve or hire hydrant on the Town of Clayton water system.

K. Any apparent unexpected changes in groundwater or soil conditions at the Project Site during the course of the Work shall be reported to the Owner and then referred to the Owner's geotechnical engineering resource for the Project. If such resource has not already been identified at the time of discovery of the change in groundwater or soil conditions, the Contractor shall notify the Owner of such change and inquire as to what geotechnical engineering resource the matter should be referred (and then make such reference).

L. The Contractor is responsible for consistently informing the public, specifically those who own or live in private properties likely to be impacted by the construction activities. This encompasses notifying properties adjacent to or near the construction site, including those that may experience disruptions to utility services, increased noise, or dust, or where construction vehicles and materials may be temporarily stored.

To facilitate clear communication, the Engineer or Owner will issue a letter to all affected property owners during project planning, outlining the details of the project and how their properties might be impacted. Before starting work on the site, the Contractor will distribute door hangers to all residences or business within the impact area a minimum of three (3) days before any direct impacts occur due to the construction activities. Door hangers shall be provided to the Engineer or Owner for review and approval prior to distribution. The door hangers will detail the scope of the work and include contact information. Variables may apply per project scope and impacts. Regular updates to residents or businesses may be required and will be further outlined during the Pre-Construction Meeting.

In situations where utility services are expected to be disrupted, the Contractor will coordinate with the Town's Engineering Department, Town's Public Works and Utility Department, or any other relevant utility provider to ensure they are duly informed. An appropriate line of communication may be established during the Pre-Construction Meeting. Contractors must coordinate as such to allow residents and businesses a minimum of 72 hours' notice before any disruptions to services occur.

Costs associated with ALL such notification shall be considered incidental to the Contract and no separate payment will be made for this cost

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor in their discretion and at their sole risk may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or

any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a

preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor ~~may~~ **shall** be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to

such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition

and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

Evidence of Bonds and Insurance Required Prior to the Work

All evidence of bonds and insurance required in this Article shall be provided prior to the Contractor or its Subcontractors commencing the Work or making or accepting delivery of materials or equipment to the Site. Evidence of the insurance provided to Owner shall include at a minimum a copy of the insurance policy with an endorsement naming the Owner as an additional insured. Failure of the Contractor to timely obtain and deliver evidence of bonds and insurance as described herein shall not excuse Contractor from adhering to the progress scheduling for the Work, and any such resulting failure of the Contractor to adhere to the Progress Schedule or the Contract Times shall entitle the Owner to such sanctions and remedies as are provided elsewhere in the Contract Documents for insufficient progress on the Work.

6.01 *Performance, Payment, and Other Bonds*

- A. Within fifteen (15) days of receiving delivery of the Notice of Award, Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 5 business~~20~~ days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the ~~policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other~~ insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or

renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

O. The insurance required to be provided by the Contractor (except Workers Compensation and Employer's Liability insurance) shall name the certificate holder (and additional insured) should read as follows:

Town of Clayton

Attention Town Manager

PO Box 879

Clayton, NC 27528

Certificate of Insurance - Description of Operations must state the following:

The Town of Clayton is named additional insured on the Commercial, General, Auto and Umbrella Liability as it pertains to the Contract.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.

- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.
- D. The Contractor shall provide to the Owner, upon request, insurance certificates and endorsements or other evidence that all Subcontractors are carrying the required insurance. In lieu of each Subcontractor being required to carry the necessary insurance, the Contractor may insure the activities of its Subcontractors under its policy(ies). In such case, evidence of such coverage shall be provided on the Contractor's insurance certificates. Subcontractors shall in all cases, however, provide workers' compensation and employer's liability insurance and motor vehicle liability insurance.
- E. An authorized representative of the insurance company(ies) providing coverage required herein shall certify that all of the required insurance coverages and amounts specified in the Contract Documents are provided by the submitted policies. The certification shall be signed by the authorized representatives of the insurance company(ies) and notarized. The authorized representative of the insurance company(ies) shall specifically indicate with the submittal which of the policies submitted fulfill which specific coverage and amounts specified per the Contract. The certification, including the correlation, shall be furnished and included with the insurance certificates and insurance endorsements so effecting such coverage. One (1) copy of each such insurance policy and endorsements and the certificates indicating each type of coverage mentioned, and the correlation between the insurance furnished and that required, shall be provided to each insured party.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named

insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. unless the Contractor knew or should have known of the flaw in the design or specification at the time of the making of the Agreement and failed to notify the Owner and the Engineer thereof. Contractor shall be responsible to see that the completed Work complies with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer, such notice to include name and resume of replacement, except under extraordinary circumstances.
- C. Project Manager and Superintendent: the Contractor's project manager and the Contractor's superintendent shall be full-time employees of the Contractor. The project manager and the superintendent shall each have a minimum of five years' experience constructing projects similar to the Project. The project manager's and the superintendent's previous work performances must, respectively, be acceptable to the Owner as to quality of workmanship and time of performance. The Contractor shall submit resumes of the project manager and the superintendent to the Owner at the time the Contract is signed. If either person is or

becomes unacceptable to the Owner, the Contractor, upon written demand by the Owner, shall promptly remove the unacceptable person and shall appoint a replacement satisfactory to the Owner.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m..~~Contractor will not perform Work on a Saturday, Sunday, or any Town of Clayton recognized holiday per the adopted holiday schedule.~~ Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or Town of Clayton ~~recognized holiday~~recognized holiday per the adopted holiday schedule only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more

proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. It is the intent of the parties that the Contractor shall provide materials of the highest standard known to the trade and to provide materials free from defects in workmanship and product. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense*: Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination*: Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor’s Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use at least 15 working days before such substitute item of material or equipment is to be brought to the Site. The application shall include sufficient documentation and samples to allow the Engineer to determine the acceptability of the proposed substitute item of material or equipment.

The application:

- a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
- b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

- c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed 15 Working days~~a reasonable time~~ to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor shall make a good faith effort to utilize minority business enterprises (MBEs) per North Carolina General Statutes Section 143-128, et seq., as Subcontractor for the Work. Contractor shall submit for approval to the Owner and the Engineer, within ten (10) days after the issuance of the Notice of Award, a list of the names of Subcontractors and Suppliers of principal items of material and equipment. Contractor shall also submit for approval to the Owner and the Engineer a list of the names of any additional or replacement Subcontractors

and Suppliers the Contractor wishes to use in connection with the Project prior to utilizing their services. The Engineer or Owner shall notify the Contractor within ten (10) days after receipt of the list of any reasonable objections to any Subcontractor or Supplier. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. ~~Intentionally Omitted To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. In the event of any claim or action by law on account of such patents or fees, it is agreed that the Owner may retain out of the monies that are due or that may become due

to the Contractor under this Contract, a sum of money sufficient to protect the Owner against loss, and to set aside the same until said claims are paid or are satisfactorily adjusted.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

B. **Blasting Permit** - Blasting is the use of explosives for excavation, demolition, or rock production. A Blasting Permit is required any time the project requires transportation, use or storage of explosive materials. This permit is required a minimum 2 days prior to the transportation or use of blasting materials. Permits shall be applied for through the Town of Clayton Development Services Team.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Contractor to submit with each Application for Payment the State of North Carolina Sales and Use Tax Report. Figures shall not include any tax paid on supplies, tools and equipment which were used to perform the work and only to include construction materials, supplies, fixtures, and equipment which actually become a permanent part of the project. Documentary evidence supporting sales and use reporting, including copies of invoices for which the statement is being submitted, with invoice number indexed to the statement.

7.11 *Laws and Regulations*

- A. Contractor shall ~~give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work at all times, observe and comply with and shall cause all of its agents and employees and all of its Subcontractors to observe and comply with all such existing Laws or Regulations. The Contractor shall protect and indemnify the Owner and the Engineer and the municipalities and counties in which Work is being performed, and their officers and agents, against any claim, fee, civil penalty, fine or liability arising from or based on the violation of any such Law or Regulation, whether by the Contractor or its employees or any of its Subcontractors. Except where otherwise expressly required by applicable Laws and~~ Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give Engineer prompt written notice thereof. If Contractor performs any Work or takes any other action knowing or having reason to know that it is

contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

D. Fines for Noncompliance with Sedimentation and Erosion Control Regulations: The Contractor should be aware that State laws and Town ordinances provide for the imposition of fines and other civil penalties for the failure to properly plan, implement and maintain appropriate sedimentation and erosion control practices. The Contractor shall be familiar with all applicable sedimentation and erosion control regulations and shall follow and abide by them closely. Applicable regulations include (by way of illustration and not limitation) North Carolina General Statutes Section 113A-50 et seq. and NCDEQ. Violations of such regulations include (by way of illustration and not limitation) grading without prior receipt of a valid grading permit or in a manner inconsistent with such permit, failure to take reasonable measures to protect public or private property from damage caused by failure to retain sediment on site, failure to install adequate erosion and sedimentation control devices, failure to maintain temporary and/or permanent erosion control measures, failure to protect exposed slopes, failure to provide adequate ground cover, failure to revise the erosion and sedimentation control plan after notification of the need to do so, failure to keep dirt and mud off of public streets, and failure to maintain slopes. Sedimentation and erosion control laws and ordinances shall be considered among the Laws and Regulations described in Paragraph 6.09.B hereof, and Contractor shall perform all Work so as to be in compliance with same and pay all fees, fines and civil penalties in connection with the violation(s) of same that do occur. This provision is intended to call Contractor's attention to State and Town sedimentation and erosion control plans, and nothing herein is intended to impliedly limit the types of regulations deemed to be Laws and Regulations herein, nor is anything herein intended to limit the applicability of Paragraph 7.11A or 7.11B as to sedimentation and erosion control laws.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction (as-builts). These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer. Failure to furnish the Engineer with accurate and detailed record documents shall be grounds for withholding final payment until such record documents have been properly furnished.
- B. Contractor shall maintain "as-built" record drawings, current with the progress of the Work on the Project Site, available for inspection on site, and shall provide them to the Engineer and the Owner prior to Substantial Completion.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and shall be solely and completely responsible for conditions of the Site, including the safety of all persons and property at the Site, preparatory to and during performance of the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any

of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- E. Contractor shall comply with all applicable Laws and Regulations including such safety regulations as may be prescribed from time to time by the Engineer, the Owner or local authorities having jurisdiction, relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection; and shall, when so directed by the Engineer or the Owner, properly correct any unsafe conditions created by, or unsafe practices being committed on the part of its employees, Subcontractors, Suppliers or any individual or entity directly or indirectly employed by any of them. The Contractor shall fully comply with any and all applicable portions of the latest revision of the North Carolina Department of Transportation Utilities Unit "Utilities Accommodation Manual occupied in the Right of Way". In the event of the Contractor's failure to comply with any of the safety precautions referenced herein or in the Contract Documents, the Engineer or Owner may take the necessary measures to correct the conditions or practices complained of; and all costs thereof will be deducted from the Contract Price due the Contractor. Failure of the Engineer to direct the correction of unsafe conditions or practices shall not relieve the Contractor of its responsibility hereunder-
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection of the Work and those people and property that come into contact with the Work will resume, even during non-working hours, whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

- K. In the event of any claims for damage or alleged damage to persons or property as a result of Work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Before final payment to the Contractor is made under the Contract, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or that sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.
- L. The Construction Documents and the joint and several phases of construction contemplated by the Construction Documents are to be governed at all times by applicable provisions of local and State laws, ordinances and regulations and Federal laws, including but not limited to the latest amendments of the Department of Labor, Bureau of Labor Standards, Safety and Health Regulations for Construction; and Williams and Steiger Occupational Safety and Health Act of 1970, including rules and regulations issued pursuant thereto (OSHA), applicable to the Work and performance of the Contract. Where applicable to the Work, in addition to the requirements of the General Conditions, as supplemented by the Supplementary Conditions, if any, the Contractor shall fully comply with any and all applicable portions of the Division of Highway "Policies and Procedures for Accommodating Utilities on Highway Right of Way" or latest revision. The duty of the Engineer to conduct a construction review of the Contractor's performance is not intended to include a review of the adequacy of the Contractor's safety measures in, on, or near the Site.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- B. Contractor shall notify the Owner immediately, and no event more than twenty-four hours later, after an emergency has occurred if an emergency compromising the safety of persons or property at the Site has occurred

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

- A. *Shop Drawing and Sample Requirements*
1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

- b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 - 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
- 1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 - 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples* EXCEPT AS OTHERWISE STATED IN OWNER & ENGINEERS CONTRACT
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
 5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.
- D. *Resubmittal Procedures for Shop Drawings and Samples*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.
- E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*
1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. *Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.*

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited

only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses,

damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals

furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;
 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work.

Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. ~~If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.~~ **In the event of unreasonable delay by any contractor under direct contract with Owner to provide**

work on this Project, Contractor shall pursue payment directly from such other contractor for any reasonable direct delay and disruption costs incurred by the Contractor as a result of such other contractor's wrongful actions or inactions. Claims by the Contractor against such other contractors shall first be submitted to Engineer for its review and approval. The Engineer shall forward its recommendations regarding such claims to the Owner. The Owner shall not bear any responsibility to the Contractor for such costs unless it has specifically instructed the other contractor to act in the manner causing such costs

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions or any Supplementary Conditions, and unless Owner is also acting as the Engineer or the inspector for the Project, Owner shall

- issue all communications to Contractor through Engineer or shall copy Engineer on its direct correspondence with the Contractor.
- 9.02 *Replacement of Engineer*
- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.
- 9.03 *Furnish Data*
- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 9.04 *Pay When Due*
- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. ~~Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.~~ Unless and until the Owner provides otherwise in writing to the Contractor, all instructions of the Engineer on behalf of the Owner during construction shall be executed promptly and efficiently by the Contractor and its Subcontractors. The authority of the Engineer is only to issue orders on behalf of the Owner hereunder, and Engineer has no authority to bind Owner with respect to any documentation to be executed by Owner. Furthermore, Engineer's recommendations and approvals under the Contract Documents do not bind the Owner and may be overruled by the Owner

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and

programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

C. After hours or weekend Work shall include only such tasks that do not require observation by the Engineer unless the Owner specifically authorizes otherwise in writing.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in ~~the Supplementary~~ these General Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Except as, but only to the extent, specified in any separate agreement between the Owner and the Engineer, nNeither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Except as, but only to the extent, specified in any separate agreement between the Owner and the Engineer, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Except as, but only to the extent, specified in any separate agreement between the Owner and the Engineer, Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Except as, but only to the extent, specified in any separate agreement between the Owner and the Engineer, Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.
- F. The presence of the Engineer at the Site shall in no way lessen the Contractor's responsibility for conformity with the Drawings and Specifications. Failure of the Engineer to reject materials or Work that does not conform with the Drawings and Specifications, whether from lack of discovery or for any other reason, shall in no way prevent later rejection of or corrections to the unsatisfactory materials or Work when discovered. The Contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory Work.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

10.09 *Clarifications and Interpretations*

Engineer will issue with reasonable promptness such written clarifications and interpretations of the requirements of the Contract documents as Engineer may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on Owner and Contractor. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a claim may be made therefore as provided in Article 12.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work

involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. ~~Intentionally Omitted A mutually acceptable fixed fee; or~~
 - 2. ~~If a fixed fee is not agreed upon, then~~ a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

- b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent; based on the Subcontractor's Cost of Work.
- c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

C. Pending and adjustment of the Contract Times pursuant to the terms of this Paragraph 11.08, the Contractor shall diligently continue all Work and adhere to the Progress Schedule and the Contract Times to the extent possible.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of

the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. Change Proposal Procedures

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, provide a written recommendation to the Owner~~either~~ approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. Owner action on change proposal

Within 10 days, following receipt of Engineers written change proposal recommendation, Owner shall issue a final decision regarding the change proposal.

65. Binding Decision: ~~Owner's Engineer's~~ decision is final and binding upon ~~Owner and~~ Contractor, unless ~~Owner or~~ Contractor appeals the decision by filing a Claim under Article 12.

- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 - 1. Appeals by ~~Owner or~~ Contractor of ~~Owner's~~Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 - 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the

supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

H. If Contractor claims (1) that any work he/she has been ordered to do is not part of the Work required by the Contract Documents (hereinafter referred to as "Extra Work") and that he/she has performed or is going to perform Extra Work, or (2) that any action or omission of Owner or Engineer is contrary to the terms and provisions of the Contract Documents, Contractor shall:

I. Promptly comply with such order;

II. File with Engineer, within fourteen working days after being ordered to perform the work claimed by him/her to be Extra Work or within fourteen working days after commencing performance of the Extra Work, whichever date shall be the earlier, or within fourteen working days after the action or omission of the Owner or the Engineer occurred or was due, a written notice stating the basis of his/her claim and a request for a determination thereof.

III. File with Engineer thirty (30) calendar days after said alleged Extra Work was required to be performed or said alleged Extra Work was commenced, whichever date shall be earlier, or said alleged action or omission by Owner or Engineer occurred or was due, a verified detailed statement, with documentary evidence of the items and basis of his/her claim.

IV. Produce for Owner's examination, upon notice from Owner, all his/her books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and canceled checks showing all of his/her actions and transactions in connection with or relating to or arising by reason of his/her claim, and submit himself/herself and persons in his/her employment and in his/her Subcontractor's employment for examination under oath by any person designated by Owner to investigate any claims made against Owner under the Contract, such examination to be made at the offices of Owner or Owner's agent;

V. Proceed diligently, pending, and subsequent to determination of Owner with respect to any such disputed matter, with the performance of the Contract and in accordance with all instructions of Owner and Engineer.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those

additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work ~~(except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04)~~, provided and to the extent that such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them

may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items, all of which must be in connection with and in furtherance of the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- 8. Any costs due to the Contractor, or the Subcontractors or Suppliers, not properly performing or supplying the Work, including, without limitation, not adhering to the Progress Schedule.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

- b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

3. The Contractor's fee shall not be applied to payroll taxes, social security contributions, or unemployment taxes.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

E. anything else apparently to the contrary in the Contract Documents or documentation referenced by the Contract Documents, there shall be no price indexing allowed. Unit prices are those specified in the Contract Documents or otherwise in effect at the time of the Invitation to Bid.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written recommendation to Owner~~decision thereon (by recommendation of an Application for Payment or otherwise).~~ Owner's~~Engineer's~~ written decision thereon will be final and binding ~~(except as modified by Engineer to reflect changed factual conditions or more accurate data)~~ upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

- 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
- 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
- 3. Adjusted unit prices will apply to all units of that item.

F. Contractor Acknowledges that the Contract Price includes Contractor's cost of bonds, insurance, transportation of materials, labor and equipment, general administration, and the like.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval. Testing to be performed under the Contract Documents shall be performed in accordance with the North Carolina Department of Transportation "Materials and Tests acceptance criteria" and the Town of Clayton "Standard Specifications and Details". If and to the extent that the Town of Clayton testing standards conflict with and are more stringent than those of the North Carolina Department of Transportation, testing shall be performed in accordance with the Town of Clayton standards.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation and make available for inspection at the Contractor's expense. ~~Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.~~
- G. The Contractor shall allow the Engineer ample time and opportunity for testing materials and equipment to be used in the Work. The Contractor shall advise the Engineer promptly upon placing orders for materials and equipment so that arrangements may be made, if desired by the Engineer, for inspection before shipment from the place of manufacture. The Contractor shall at all times furnish the Engineer and all Owner representative's appropriate facilities for performing inspections and tests, including any labor necessary, and shall allow proper time for inspecting and testing materials, equipment, and workmanship. In setting Contract Times and a Progress Schedule for the Work, the Contractor should anticipate that delays may be caused in the execution of Work due to the necessity of materials and equipment being inspected and accepted for use. The Contractor shall furnish, at its own expense, samples of all materials required by the Engineer for testing, and shall make its own arrangements for providing water, electric power, and/or fuel for the various inspections and tests of structures and equipment.
- H. The Contractor shall furnish the services of representatives of the manufacturers of certain equipment if so prescribed in the Specifications. The Contractor shall also place its orders for such equipment requiring that, after the equipment has been tested prior to final acceptance of the Work, the manufacturer shall furnish the Owner with certified statements that the equipment has been installed properly and is ready to be placed in functional operation. Tests and analyses required of equipment shall be paid for by the Contractor, unless specified otherwise in the Contract Documents.
- I. The Owner reserves the right to independently perform, at its own expense, laboratory tests on random samples of material or performance tests on equipment delivered to the Site. These tests if made shall be conducted in accordance with the Specification requirements or other appropriate standards. The entire shipment represented by any given sample or piece of equipment may be rejected on the basis of the failure of a sample or piece of equipment to meet specified test requirements. All rejected materials and equipment shall be removed from the Site, whether stored or installed in the Work, and the required replacement shall be made, all at no additional cost to the Owner.

J. Whenever nonconformance is discovered by the Engineer as a result of tests, inspections, or investigations, the Contractor shall bear responsibility for the full cost of such tests, whether otherwise required to pay for such tests, inspections or investigations under the Contract Documents, and shall directly pay for such services or shall reimburse the Owner for such costs. Once nonconformance has been discovered, the cost of any additional tests and investigations that are ordered by the Engineer to ascertain subsequent conformance with the Contract Documents shall be borne by the Contractor, whether or not the original tests, inspections, or investigations of such nonconforming Work were originally required by the Contract Documents to be borne by another party.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Owner or Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, even if such Work has previously been overlooked by Engineer and estimated as a basis for payment, whether or not fabricated, installed, or completed, or, if Engineer or Owner has rejected the defective Work, remove it from the Project and replace it with Work that is not defective. At any time during the progress of the Work and up to the date of final acceptance, the Engineer shall have the right to reject any Work that does not conform to the requirements of the Contract Documents, even if such Work has been previously inspected and paid for. Any omissions or failure on the part of the Engineer to disapprove or reject any Work or materials at the time of inspection shall not be construed as an acceptance of any defective Work or materials.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work, unless Contractor first receives permission from Owner.-
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.
- G. The Engineer may order tests of imperfect or damaged Work, equipment, or materials to determine the required functional capability for possible acceptance, if there is no other reason for rejection. The cost of such tests shall be borne by the Contractor; and the nature, tester, extent and supervision of the tests shall be as determined by the Engineer. If the

results of the tests indicate that the required functional capability of the Work, equipment, or material was not impaired, then the Work, equipment, or materials may be deemed acceptable. If the results of such tests reveal that the required functional capability of questionable Work, equipment or materials have been impaired, then such Work, equipment, or materials shall be deemed imperfect and shall be replaced at the Contractor's expense. The Contractor may elect to replace the imperfect Work, equipment, or material immediately upon their identification as such in lieu of performing the tests for functional capability.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor and a proportionate amount of the Contractor's fee. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer or Owner has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer or Owner, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer or Owner considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's or Owner's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer or Owner may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer or Owner. Progress payments for Unit Price Work will be

based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

a. Where an itemized proposal is not required, the Contractor shall submit for the Engineer's approval a complete breakdown of all lump sum items in the Proposal. This breakdown, modified as directed by the Engineer, shall be used as a basis for preparing estimates and establishing progress payments. Partial payments for Mobilization may be made with the first and second partial pay estimates paid on the contract and can be made at the rate of 50% lump sum price on each partial pay estimate, provided the amount bid for Mobilization does not exceed 5% of the total amount bid for the contract, and provided that cost documents suitable to the Engineer is furnished by the Contractor. For either lump sum or itemized proposals, a lump sum payment equal to five percent (5%) of the total Contract Sum or Price (to include the actual cost of all bonds and insurance, move-on expenses, and the like) will be allowed for "mobilization" as a progress payment line item.

B. Applications for Payments

1. Once a month after the Work has commenced. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. The due date for submitting an Application for Payment shall be the 25th of the month for which the application is being made. Request for payment shall be submitted on the Town of Clayton standard payment form included in the Contract Documents, unless approved otherwise by the Engineer or Owner.
2. PAYMENT FOR MATERIAL TO BE USED IN THE WORK

A. Definition of Stored Materials: For the purpose of these General Conditions, "Stored Materials" refers to construction materials that have been purchased NEW by the contractor but have not yet been incorporated into the project.

General Requirements: Payments will not be made for fuel, supplies, form lumber, falsework, or used materials. Payments will not be made on seed or any living or perishable plant materials except when such material has been planted or otherwise incorporated into the work. Payments will not exceed 95% of the contract unit or lump sum prices for the work. Payment for material will not constitute acceptance, and Owner reserves the right to reject any faulty material even though previous payment may have been made.

Notice and Documentation: The Contractor shall provide written notice to the Owner prior to requesting payment for stored materials. The notice shall include but is not limited to the following:

- 1) Comprehensive list of stored materials,
- 2) Justification for payment,
- 3) Intended use in the project, and
- 4) Current location of material

Payment Approval: Payment for stored materials will be considered upon approval by the Owner, following the inspection and verification process. The Owner may withhold payment if discrepancies, damage, or other concerns are identified during the inspection. Stored materials shall be subject to the same retainage provisions as the completed work per Section 15.01B4.

Inspection and Verification: The Owner reserves the right to inspect stored materials before approving payment. Verification may include site visits, documentation review, and confirmation of storage conditions to ensure the quality and condition of the materials. Additionally, the Owner reserves the right to conduct intermittent inspections of the materials, with the timing and frequency at the Owner's discretion.

Risk Mitigation: The contractor assumes all risks associated with the stored materials until they are officially incorporated into the project. In the event of loss, damage, or theft of stored materials, the contractor shall be responsible for replacement or repair at no cost to Owner.

B. Material Delivered on the Project

When authorized by the Owner, partial payments will be made up to 95% of the delivered cost of materials on hand that are to be permanently incorporated in the work, provide that such materials have been delivered on or in close proximity to the project and stored in an acceptable manner. Material payments will be allowed when 95% of the accumulated costs of unpaid invoices are equal to or greater than \$50,000, materials have been inspected and approved by Owner, and the required documents listed under 15.01 B-2C have been furnished to the Owner.

C. Material Stored at Fabricator's Facilities or Contractor's Facilities

When authorized by the Owner, partial payment can be made up to 95% of the invoiced cost, exclusive of deliver cost, for bulky materials requiring fabrication at an off-site location that are durable in nature and represent a significant portion of the project cost, if it has been determined by the Owner, that the material cannot be reasonably stockpiled in the vicinity of the work. Material payments will be allowed when the materials have been inspected and

approved by the Owner and the required documents listed under 15.01 B-2C have been furnished to the Owner.

D. Required Documents:

- 1) Copy of invoice from material supplier (quantities, cost, and material must be clearly identified),
- 2) Written consent of surety to make such partial payment. The written consent must include a statement confirming that remittance of the advance payment will not relieve the sureties of any of their obligations under the Bonds.
- 3) Unconditional Lien Waiver warranting the Contractor has received the material free and clear of all liens, charges, security interest, and encumbrances,
- 4) Bill of Sale from Contractor to the Owner
- 5) Certificate of Insurance naming the Town as additional insured and insuring, at no cost to the Owner, stored material against theft, fire, loss, vandalism, and malicious mischief. Insurance shall cover the material while stored, in transit to the Site, while being off-loaded at the Site and until the material is incorporated into the Work.
- 6) Proof satisfactory to the Owner that offsite material is stored in a bonded warehouse or facility, which may include warehouse receipt or photograph containing a date and time stamp. Materials within the facility must be identified as being the "PROPERTY OF THE TOWN OF CLAYTON" (Applicable to material stored off-site)

E. Long Lead Items: In instances where Contractor identifies items with extended lead times (Long Lead Items) that are essential for the timely completion of the project, Contractor is obligated to promptly inform the Owner. This notification should include detailed information about the specific materials required and the anticipated schedule for their procurement. The Owner may, at their sole discretion, authorize partial payments. These payments will be limited to a specified percentage of the cost of the materials, excluding any delivery charges. Required documents where applicable listed under 15.01C shall be furnished to the Owner.

~~If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property~~

~~insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.~~

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor and all Subcontractors who have performed Work or are otherwise receiving payment under the Application for Payment, stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. ~~The amount of retainage with respect to progress payments will be as stipulated in the Agreement.~~ Retainage shall be five percent (5%) of any periodic payment due Contractor except as otherwise described below:
 - a. When the Contractor's gross project invoices (less the value of materials stored off-site and the value of materials stored on-site that exceed 20% of the gross project invoices) equal or exceed 50% of the value of the Contract (i.e. the Work is fifty percent (50%) complete), then, with the consent of the surety and if the manner of completion of the Work and its progress are and remain satisfactory and all corrected work to that point has been accepted, Owner will not retain any further retainage from periodic payments unless Owner thereafter determines (i) performance or progress is not satisfactory, (ii) defective construction is not remedied, (iii) there is disputed work or (iv) third-party claims have been or are reasonably expected to be filed against the Owner. If (i), (ii) (iii) or (iv) above occur, Owner shall withhold additional retainage from periodic payments, not to exceed 5% of such payment, in order to allow Owner to retain 2.5% total retainage through the completion of the project.
 - b. Within sixty days after submission of a pay request and the occurrence of one of the following: (i) receipt by owner of a certificate of substantial completion and Owner can occupy or use the project, or (ii) actual beneficial occupancy or use of the project, then Owner, with written consent of the surety, shall release to the Contractor all retainages held on work completed to date.
 - c. However, the Owner may retain sufficient funds to secure completion of the project or corrections on any work. The amount retained shall not exceed two and one-half (2.5) times the estimated value of the work to be completed or corrected.
 - d. If retainage is reduced and the Contractor does not maintain satisfactory progress or quality of the Work, or for other specific cause, retainage of up to five percent (5%) of the amount of any subsequent periodic payment may be withheld as determined by the Engineer or Owner.

Retainage for stored materials shall be included in retainage withholding described above, except that the value of materials stored on site shall not exceed twenty percent (20%) of

the Contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete.

The Contractor is hereby advised that it should not assume that any retainage reduction herein described will be automatic, but that instead, a reduction will be made at the sole discretion of the Owner, consistent with North Carolina law. Any reduction in the amount of retainage on payments shall be with the written consent of the Contractor's surety. The Contractor is responsible for obtaining such consent and submitting the same with its payment request.

Interest on payments required by N.C.G.S. 143-134.1 shall be zero percent (0%), unless otherwise required by law. [* Specifier may require a different percentage to suit individual contract requirements after consultation with the Engineering Director of the Town of Clayton]

5. Beginning with the second Application for Payment, each Application shall include evidence that payment received on the basis of materials and equipment not incorporated and suitably stored, has in fact been paid to the respective Supplier(s) within sixty days of payment by Owner. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment.

6. Each Application for Payment shall include the current list of Subcontractors and Suppliers providing labor or materials to the Site. Failure to provide an accurate list, or the existence of Subcontractors or materials at the Site that have not been approved by the Owner and the Engineer, may result in the withdrawal of previous approval(s) and/or removal of the cost of labor and/or materials provided by unapproved Subcontractors and/or Suppliers from the current and future Applications for Payment.

Each Application for Payment shall include an updated Progress Schedule, Town of Clayton Sales Use Tax form, including supporting documentations of invoices numbers indexed on the form, , MWBE reporting form, and any other supporting documentation deemed necessary by the Contract Documents, Engineer or Owner.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of

the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work and,-
 - d. any fines owed by Contractor (to third parties or the Owner), setoffs, amounts due to owner due to damage caused by contractor to Owner property or facilities, or other reductions in the amount due to Contractor have been subtracted from the current or previous Applications for Payment.
3. Except as, but only to the extent, specified in any separate agreement between the Owner and the Engineer, ~~b~~By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Except as, but only to the extent, specified in any separate agreement between the Owner and the Engineer, ~~n~~Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
 - f. Engineer has knowledge of any setoff, fine, or other reduction in the amount due to Contractor in connection with the Application for Payment and such amount has not been properly accounted for the Application for Payment.
 - g. the Application for Payment is in any way incomplete; or
 - h. Unapproved Subcontractors or Suppliers are performing Work at or supplying materials to the Site.
 - i. any outstanding supporting documents required under the contract documents.

D. *Payment Becomes Due*

- 1. ~~Thirty~~^{Ten} days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- 2. Should Contractor neglect to pay any undisputed claims made in writing to Owner within thirty days after completion of the Work or any portion thereof, and continuing unsatisfied for a period of ninety days, Owner may pay such claim and deduct the amount thereof from the balance due Contractor. Owner may also, with the written consent of contractor, use any monies retained, due, or to become due under this Contract for the purpose of paying for both labor and materials for such Work, even if claims have not been filed, if there is reasonable evidence that such a claim will be filed.
- 3. Payment under the Payment Bond and the withholding of retainage by the Owner for claims shall not be mutually exclusive protections for Owner. The owner may exercise both.

4. Any and all liens for work and materials may be paid off by Owner within a reasonable time after filing for record of a notice of such liens in accordance with State and local laws, except where the claim on which the lien is filed is being actively litigated by Contractor; in such case Owner may pay the amount of any final judgment or decree or any such claim within a reasonable time after such final judgment or decree shall be rendered.
5. All monies paid by Owner in settlement of liens as aforesaid, with all costs and expenses incurred by Owner in connection therewith, shall be charged to Contractor, shall bear interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank, and shall be deducted from the next payment(s) due Contractor under the terms of this Contract or shall be reimbursed by Contractor immediately upon receipt by the Contractor of an invoice therefor by the Owner if insufficient payments are outstanding to the Contractor to cover such costs and expenses.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

- k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
 - m. Insufficient funds have been deducted from the Application for Payment to cover all fines owed by Contractor (to third parties or the Owner) and other setoffs and reductions in the amount due to the Contractor in connection with the Application for Payment.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 - 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner. Upon payment by Owner after submission by Contractor of an Application for Payment, all Work covered thereby shall be deemed to belong to the Owner without need for further documentation evidencing such conveyance of title.
- B. No materials or supplies for the Work shall be purchased by Contractor or any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. Contractor warrants that Contractor has good title to all materials and supplies used by Contractor in the Work, free from all liens, claims or encumbrances.
- C. Contractor shall indemnify and save Owner harmless from all claims growing out of the lawful demands of Subcontractors, Suppliers, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. Contractor shall at Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If contractor fails to do so, then Owner may, after having provided ten (10) days' written notice on Contractor,

withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims. The owner may hold such withheld money until satisfactory evidence is furnished that all liabilities have been fully discharged or use the money to pay the unpaid obligations. Once the obligations have been satisfied, payment to Contractor shall be resumed in accordance with the terms of this Contract. In no event shall the provisions of this paragraph be construed to impose any obligations upon Owner to either Contractor or Contractor's Surety. In paying any unpaid bills of the Contractor, Owner shall be deemed the agent of Contractor, and any payment so made by Owner shall be deducted from the Contract Price due to Contractor. Owner shall not be liable to Contractor for any such payment made in good faith.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer or Owner does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer and Owner considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work,

property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list unless the Owner has stopped or suspended Work or terminated the Contract pursuant to the terms hereof.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.
 - 5. Payment in full for portions of the Project that are completed and used by Owner shall not be made until the entire Project has been completed. Partial payments and retainage shall continue to be handled pursuant to N.C.G.S. 143-134.1

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
 2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10

- days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
 - D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
 - E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed, or if such correction or removal and replacement took longer than one year, then for such period of time as the correction or removal and replacement took. All warranties for the Work so affected shall be extended for the same amount of time.-
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an

extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate the Contract or Suspend the Work for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination of the contract and/or suspension of the Work for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
5. Contractor's abandonment of the Work, or sublet or assignment of its rights and/or responsibilities under this Contract, or any part thereof, without the previous written consent of Owner, or the Contractor's assignment of any claim under the Contract without the previous written consent of the Owner or otherwise than as herein specifically permitted; or
6. Delays within the control of the Contractor, pursuant to Paragraph 12.04.A, have caused or will shortly cause the Work to interfere with the intended use of the Site, or a portion thereof, for other purposes, which interference would not have occurred if Contract Times had been met.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ~~7~~¹⁰ days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed and may pay more than the prevailing rate if necessary to have the Work completed in accordance, or as close thereto as feasible, with the original Progress Schedule and Contract Times-
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D as applicable by law. If the termination procedures of the bond do not conform to the provisions of Paragraphs 16.02.B and 16.02.E, then Contractor shall be required to replace the bond with one that does comply, unless Owner specifically agrees otherwise in writing-
- H. If the Owner suspends Work due to repeated unsafe Work conducted by the Contractor, confirmed by subsequent inspection by OSHA NC, then the Contractor shall not be allowed any adjustment in the Contract Price or extension of Contract Times for delays caused by such suspension, and Contractor shall bear all responsibilities under this Contract for such delays.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such completed and acceptable Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, ~~including costs incurred to prepare a termination for convenience cost proposal.~~

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

C. Upon receiving the Owner's notification of termination of the Contract, the Contractor shall immediately and expeditiously terminate any ongoing Work and inform its Subcontractors and Suppliers of termination, all so as to minimize the costs, expenses and other damage sustained prior to the effective date of the termination

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due and not disputed by either party, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due and not disputed by either party, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in these General Conditions or in any the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a Johnston County Superior Court~~court of competent jurisdiction~~.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended;~~in person, by a commercial courier service or otherwise, to the recipient's place of business;~~
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of North Carolina~~the state in which the Project is located.~~

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 *Amendments*

A. This Contract may only be amended in writing by an instrument executed by the party or parties granting additional rights against it to others or upon whom additional obligations are being imposed.

18.12 *Dissemination of Information*

It is expressly agreed and understood that the Contractor shall not at any time publicly disseminate any information concerning the Project without prior approval from the Owner. Such approval will not be unreasonably withheld but may be given with certain stipulations, such as Owner participation in the creation of the public product or Owner review and the option to refuse ultimate release of the final product should it fail to meet the Owner's standards and goals. Public dissemination includes but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, professional papers or presentations, news releases, articles, or other media products, and/or Contractor's business collateral pieces.

18.13 Forms

The form of all submittals, notices, change orders, and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Engineer. Standard forms that Engineer expects to use are contained in the pages of the Supplementary Conditions.

The Notice Address for the Owner shall be:

Town of Clayton

Attention Engineering Department

111 East Second Street

Clayton, NC 27520

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

SC-1.01 A – Add the following Definition and Terminology

1. *Mobilization* — The preparatory work and operations necessary to move personnel, materials, and equipment to the project site. This includes all activities required to set up for the commencement of work, such as transportation, establishment of temporary facilities, securing permits, and any other actions needed to ensure the project is ready to begin
2. *Change Order* — A written document, signed by both the Contractor and the Owner, that authorizes changes to the scope of work, including additions, deletions, or revisions. It may also adjust the Contract Price, Contract Time, or other terms of the Contract. A Change Order is issued after the Effective Date of the Contract and can address non-engineering or non-technical aspects in addition to construction-related changes.
3. *Specifications* — The component of the Contract comprising the written technical descriptions and requirements for materials, equipment, systems, standards, and workmanship related to the Work. Specifications also outline relevant administrative details, procedural requirements, and other conditions applicable to the project. This includes all sections listed under the Technical Specifications within the Project Manual.
4. *Substantial Completion* — The stage in the progress of the Work (or a specified portion thereof) when, in the opinion of the Engineer and with the Owner's approval, the Work is sufficiently complete in accordance with the Contract Documents so that it can be utilized for its intended purpose. The terms "substantially complete" and "substantially completed" refer to the achievement of Substantial Completion for all or part of the Work.
5. *Work* — The complete construction project or its separately identifiable components, as required by the Contract Documents. Work includes all labor, materials, equipment, services, and documentation necessary or appropriate to execute the construction, including furnishing,

installing, and integrating all required elements. It also encompasses related services such as testing, start-up, commissioning, and any other tasks specified or implied in the Contract Documents to achieve final completion.

6. *Architect* - The individual or entity named as such in the Agreement. For purposes of these Contract Documents, references to "Engineer" shall be interpreted to include the Architect when describing duties, responsibilities, or actions specifically related to architectural design, administration, and supervision of the Project.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish Contractor **ONE (1)** printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

SC-2.05 A

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **15 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the

changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

C. *Software Requirements for Electronic Document Exchange; Limitations*

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

- 1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.

2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$[number] per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Add the following new paragraph to 3.01C

Where Division 01 General Requirements may conflict with the town of Clayton Modified General Conditions or these Supplementary Conditions, the provisions of the General Conditions and Supplementary Conditions shall take precedence and govern.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

SC - 4.04 Add the following new paragraphs to 4.04

Progress Schedule

5. The *Progress Schedule* shall be evaluated by the Contractor not less than monthly. An updated and corrected Progress Schedule shall be submitted to the Engineer in duplicate and shall show any rescheduling necessary to reflect the true job conditions. This updated Progress Schedule shall be submitted monthly to the Engineer with the Contractor's Application for Payment. When the shortening of various time intervals is necessary to correct for behind-schedule conditions, the Contractor shall indicate the steps necessary to accomplish the Work in the shortest schedule possible. Information regarding the new time intervals and the reasons for them shall be submitted to the Engineer in writing with the revised schedule. The Engineer may withhold progress payments until such time as the Progress Schedule or revised Progress Schedule, if applicable, is received.

6. Monthly Progress Meetings

Each prime contractor is required to attend monthly progress meetings called or scheduled by the Engineer or Owner at the Project Site or other agreeable location. The Contractor shall attend the meeting. The Owner and Engineer will attend this meeting. Each prime contractor shall be represented at these meetings by both its home office and project personnel. These representatives shall have the authority to act on behalf of the Contractor. The meetings shall be open to the Subcontractors, materials suppliers, utility company representatives and any others whose presence and participation would contribute toward maintaining required job progress. It shall be the principal purpose of these meetings to effect coordination, cooperation, and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Project within the specified Contract Times. Each prime contractor shall be prepared to assess the progress of the Work as required in its particular contract and to recommend remedial measures for correction of the progress as may be appropriate. The Engineer, or the representative thereof, will be the coordinator of the meeting and will preside as chair. The Engineer will record notes of the proceedings and decisions and will distribute copies of notes to attendees. The agenda will include, as a minimum: review and approve notes of previous meeting; review progress of work since last meeting; review proposed 30-60 day construction schedule; field observations, problems and conflicts; problems that impede planned progress; corrective measures and/or procedures to regain projected schedule; revise construction schedule as indicated and plan progress during the next work period; submittal status; pending changes; maintenance of quality and work standards; status of community relations and complaint resolution; complete other current business; schedule next progress meeting.

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **0.20** of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Standing snow in excess of one (1.00) inch.
 - iii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: **Zero (0)** degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: **One Hundred (100)** degrees Fahrenheit.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by weather monitoring station at <https://www.weather.gov/>, Clayton, NC Johnston County.
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in table SC-4.05-C-1—Foreseeable Bad Weather Days.
 - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in table in SC-4.05-C-1 Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

Table SC-4.05.C-1—Foreseeable Bad Weather Days

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) ⁽¹⁾	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January	8	1	0
February	6	0	0
March	6	0	0
April	7	0	0
May	5	0	0
June	8	0	0
July	7	0	0
August	5	0	1
September	6	0	0
October	3	0	0
November	5	0	0
December	7	1	0

Notes:

- Two inches of sleet equals one inch of rain. Five inches of wet, heavy snow equals one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.

6. Unexpected Pandemic

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following within paragraph 5.03C

- In the preparation of Drawings and Specifications, the Engineer has relied upon reports of surface and subsurface investigation as may be indicated under SC-5.03 E and F. Such reports and drawings are not contract documents.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
N/A		[Identify Technical Data]

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
Library Original Drawings	1979	
Library Addition	1994	
Library Conference Room Addition	2002	
Library SW Conference Room Addition	2006	

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely: **[If there are no such reports, so indicate in the table]**

Report Title	Date of Report	Technical Data
Asbestos Report from Matrix	11/25/2024	

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: **[If there are no such drawings, so indicate in the table]**

Drawings Title	Date of Drawings	Technical Data
N/A		

ARTICLE 6— BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

Performance, Payment, and Other Bonds are due per GC 2.01A. within fifteen (15) days of receiving delivery of the Notice of Award and/or Agreement

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be **1** year after Substantial Completion.
2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **10** percent of the final Contract Price. The warranty bond period will extend to a date **2** years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.H.2 of the General Conditions:

3. For the following Subcontractors, Suppliers, or categories of Subcontractor or Supplier, Contractor shall require the following specified insurance, with policy limits as stated:
[Identify Subcontractors, Suppliers, or categories of same, and insert specific insurance requirements and policy limits]

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **[Here list by legal name (not category, role, or classification) other persons or entities to be included as additional insureds. See GC-6.03.C.]**
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$
Bodily injury by disease—aggregate	\$
Employer's Liability	
Each accident	\$
Each employee	\$
Policy limit	\$
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$ 3,000,000
Products—Completed Operations Aggregate	\$ 3,000,000
Personal and Advertising Injury	\$ 1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$ 1,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$ 1,000,000
Each Accident	\$ 3,000,000

Automobile Liability	Policy limits of not less than:
Property Damage	
Each Accident	\$ 1,000,000
Combined Single Limit (Bodily Injury and Property Damage)	\$

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$ 10,000,000
General Aggregate	\$ 10,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of **\$10,000,00** after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

- N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$
Annual Aggregate	\$

- O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

[Insert additional specific requirements, commonly set by the railroad, here.]

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	\$
Aggregate	\$

- P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	\$
General Aggregate	\$

- Q. *Other Required Insurance:* **[Here list additional types and amounts of insurance that Contractor is required to carry.]**

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. *Builder's Risk Requirements:* The builder's risk insurance must:
1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition

occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

- a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
 4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). ~~If this coverage is subject to a sublimit, such sublimit will be a minimum of \$[amount].~~ The coverage is not subject to a sublimit; it is covered under the Builders Risk Amount for the total cost of construction
 5. extend to cover damage or loss to insured property while in transit. ~~If this coverage is subject to a sublimit, such sublimit will be a minimum of \$[amount].~~ All sublimit amounts are included in the Builders Risk Amount for the total cost of coverage.
 6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
 7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
 8. include performance/hot testing and start-up, if applicable.
 9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
 10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:

- a. The parties are identified in the Builders Risk Insurance Policy
- 11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:
 - a. **Furniture: \$350,000**
- 12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, ~~such sublimit will be a minimum of \$[amount].~~ The coverage is not subject to a sublimit; it is included in the Builders Risk Policy for the total cost of construction
- 13. In addition to the coverage sublimits stated above, the following coverages are also subject to sublimits, as follows:
 - a. **Coverage is not subject to sublimit.**
- SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:
 - G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.
- SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:
 - H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.
 - 1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible ~~amount of no more than \$[number] for direct physical loss in any one occurrence.~~ This is identified in the Builders Risk Policy
- SC-6.04 Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:
 - A. *Installation Floater*
 - 1. Contractor shall provide and maintain installation floater insurance on a broad form or "all risk" policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work ("Covered Property"). Coverage under the Contractor's installation floater will include loss from covered "all risk" causes (perils) to Covered Property:
 - a. of the Contractor, and Covered Property of others that is in Contractor's care, custody, and control;
 - b. while in transit to the Site, including while at temporary storage sites;
 - c. while at the Site awaiting and during installation, erection, and testing;
 - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.

2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.
3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.
4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

ARTICLE 7— CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

SC 7.03 A. Add the following new paragraph: *Contractor Compliance and Personnel Removal* — The Contractor shall comply with all applicable laws and regulations related to employment. If the Owner provides written notice that any individual working on the project is deemed incompetent, disorderly, or otherwise unsatisfactory, the Contractor shall promptly remove that person from the project. Such individual shall not be reassigned to the project without the prior written consent of the Owner. The removal of any personnel under this provision shall not warrant any adjustment to the Contract Price or Contract Times

SC-7.03 C Add the following at the end of 7.03C

Regular Working Hours may also take place on Saturday between the hours of 9:00 a.m. and 6:00 p.m. for work not requiring engineering and/or inspection. Saturday work that requires engineering and/or inspections shall be subject to the provisions of Paragraph SC 7.03D. Requests to work other than Regular Working Hours shall be submitted to Engineer not less than 48 hours prior to any proposed additional daily working hours (including second and third shifts), additional weekend work or scheduled extended work weeks. All requests to work other than Regular Working Hours must comply with all applicable regulations and ordinances. Engineer/Owner shall review requests, and Engineer/Owner shall either (1) deny the request or (2) provide Contractor with terms for additional engineering and/or inspection costs to be paid for by Contractor as a result of overtime work in excess of the Regular Working Hours. The contractor shall agree to Engineer's terms prior to Engineer approving Contractor's request to work other than Regular Working Hours.

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

A. Owner's legal holidays are

Town Holiday's
Holiday
New Year's Day
Martin Luther King Jr.'s Birthday
Good Friday
Memorial Day
Juneteenth
Independence Day

Labor Day
Veteran's Day
Thanksgiving
Christmas

SC-7.03 Add the following new paragraph immediately after SC-7.03C

- B. The cost of such overtime Work or the performance of Work on a Saturday, Sunday, or any legal holiday shall be borne by the Contractor. Contractor shall reimburse the Owner for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the Regular Working Hours stipulated in Paragraph SC 7.03C. At Owner's option, overtime costs may either be deducted from the Contractor's monthly payment request or deducted from the Contractor's retention prior to release of final payment. Overtime costs for the Owner's personnel shall be based on the individual's current overtime wage rate. Overtime costs for personnel employed by the Engineer or Owner's independent testing laboratory shall be calculated in accordance with the terms of their respective contracts with the Engineer or the Owner.

SC-7.04 Add the following new paragraphs immediately after 7.04C

- D. **Delivery of Equipment and Materials:** All materials and equipment delivered to the Site shall be accompanied by certificates signed by an authorized officer of the Supplier, and notarized, guaranteeing that the materials and equipment conform to Specification's requirements. Such certificates shall be immediately turned over to the Engineer. Materials and equipment delivered to the Site without such certificates shall be subject to rejection by the Engineer. The Contractor shall ensure that equipment and materials to be incorporated in the Work shall be delivered to the Site sufficiently in advance of their installation and use in order to prevent delay in the execution of the Work, and that they shall be delivered to the Site, as nearly as is feasible, in the other required for executing the Work. The Contractor shall provide for continuity of supply to avoid changes of supplies or manufacturers or changes in brands of materials during the Work. The Contractor shall deliver packaged materials to the Site in the manufacturer's original, unopened, labeled containers and shall not open such containers until the approximate time for the use of the contents.
- E. ***Storage and Protection of Equipment and Materials:*** The Contractor shall protect all equipment and materials from deterioration and damage, whether title to same has passed to the Owner or not. Any equipment or materials of whatever kind that may have been damaged or deteriorated from any cause shall be removed and replaced by new and satisfactory items, at the Contractor's expense, including expenses of labor and materials for such removal and replacement. The Contractor shall store all equipment and materials at the Site in accordance with the manufacturer's recommendations, as directed by the Engineer, and in conformity with applicable statutes, ordinances, regulations, and rulings of any public authority having jurisdiction. The Contractor shall store the cementitious and/or wood materials in dry, weather-tight, ventilated spaces. The Contractor shall store ferrous materials to prevent contact with the ground and to prevent rusting and damage from weather. The Contractor shall store masonry materials to prevent them from coming in contact with earth or staining materials and shall cover and protect such materials against weather, moisture, neglect and damage. The Contractor shall protect materials and equipment from equipment damage, weather, moisture, neglect, and construction operations. The Contractor shall not store unnecessary materials or

equipment on the Site and shall take care to prevent any structure from being loaded with a weight that may endanger its security or the safety of persons and property. If the Site is such that equipment and materials cannot be safely stored at the Site, then the Contractor shall be responsible for locating and providing storage areas for equipment and materials. Such storage shall comply with all applicable statutes, ordinances, regulations and rulings of public authorities having jurisdiction. The Contractor shall timely pay all storage fees for equipment and materials stored off-site.

7.13 *Safety and Protection*

SC-7.13 Insert the following after the second sentence of Paragraph 7.13.G:

The following Owner safety programs are applicable to the Work: **(none)**

ARTICLE 8—OTHER WORK AT THE SITE

8.02 *Coordination*

SC-8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

- C. Owner intends to contract with others for the performance of other work at or adjacent to the Site.
 - 1. (none)

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.13 *Owner's Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner's Site Representative*

- A. (Town of Clayton Engineering Department oversight)

ARTICLE 10—ARCHITECT'S/ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

- 1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 - 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests:* Review Applications for Payment with Contractor.
7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of **N/A**

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to **25%** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **25%** percent from the estimated quantity of such item indicated in the Agreement; and

- b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 *Correction Period*

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be **[number]** years after Substantial Completion.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02. [Note: If there is no Paragraph 17.02, because neither arbitration nor any other dispute resolution process has been specified here in the Supplementary Conditions, then revise this to state "Add the following new Paragraph immediately after Paragraph 17.01" and revise the numbering accordingly].

17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

18.08 *Assignment of Contract*

SC-18.08 Add the following new paragraph immediately after Paragraph 18.08.A:

- B. The contract dated **[date]** between Owner as "buyer" and **[identify seller]** as "seller" for procurement of goods and special services ("procurement contract") **[is hereby] [will be]**

assigned to Contractor by Owner, and Contractor **[accepts] [will accept]** such assignment. A form documenting the assignment is attached as an exhibit to this Contract.

1. This assignment will occur on the **[Effective Date of the Contract]**, and will relieve the Owner as “buyer” from all further obligations and liabilities under the procurement contract.
2. Upon assignment, the “seller” will be a Subcontractor or Supplier of the Contractor, and Contractor will be responsible for seller’s performance, acts, and omissions, as set forth in Paragraph 7.07 of the General Conditions just as Contractor is responsible for all other Subcontractors and Suppliers.
3. Notwithstanding this assignment, all performance guarantees and warranties required by the procurement contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Contractor.
4. Except as noted in the procurement contract, all rights, duties and obligations of Engineer to “buyer” and “seller” under the procurement contract will cease **[upon the assignment to Contractor]**.

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contractors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version [number] or later			
DWG	Autodesk® AutoCAD .dwg format Version [number]			
DOC	Microsoft® Word .docx format Version [number]			
EXC	Microsoft® Excel .xls or .xml format Version [number]			
DB	Microsoft® Access .mdb format Version [number]			

EXHIBIT B—GEOTECHNICAL BASELINE REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

1.01 Definitions

SC-1.01 Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

1. *Geotechnical Baseline Report (GBR)*—The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR's own terms. The GBR is a Contract Document.
2. *Geotechnical Data Report (GDR)*—The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

5.03 Subsurface and Physical Conditions

SC-5.03 Delete Paragraph 5.03 in its entirety and replace with the following:

5.03 Subsurface and Physical Conditions

A. *Reports and Drawings*: The Supplementary Conditions hereby identify:

1. those reports of explorations and tests of subsurface conditions at or adjacent to the Site (other than any Geotechnical Data Report or Geotechnical Baseline Report) that contain Technical Data. Such reports are as follows:
 - a. *Report Title*: **N/A**
 - b. *Date of Report*: **N/A**
 - c. *Technical Data in report upon which Contractor may rely*: **N/A**
2. those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data. Such drawings are as follows:
 - a. *Drawings and Date created*: **Library Original (1979), Library Addition (1994), Library Conference Room Addition (2002), Library SW Conference Room Addition (2006)**

3. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at **[location]** during regular business hours, or may request copies from Engineer, at the cost of reproduction.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph SC-5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Delete Paragraph 5.04 in its entirety and replace with the following:

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:
 1. differs materially from conditions shown or indicated in the GBR; or
 2. differs materially from conditions shown or indicated in the GDR, to the extent the GBR is inapplicable; or
 3. differs materially from conditions shown or indicated in Contract Documents other than the GBR or GDR, to the extent the GBR and GDR are inapplicable; or
 4. to the extent the GBR and GDR are inapplicable, is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

5. to the extent the GBR and GDR are inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or
6. to the extent the GBR and GDR are inapplicable, is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph SC-5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption or continuation of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph SC-5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 of the General Conditions; and

- c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph SC-5.04.A.
 - 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment must be set forth in a Change Order.
 - 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 of the General Conditions governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 of the General Conditions governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs SC-5.03 and SC-5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.



Agreement (Contract)

INSTRUCTIONS TO CONTRACTORS AND REQUIREMENTS AS TO FORM FOR TOWN OF CLAYTON, NC AGREEMENTS DO NOT REMOVE FROM AGREEMENT

Date:

Contractor has been provided two (2) duplicates of the Agreement (or shall create two copies of the electronic version if Contractor has received that from the Town). Each of the two copies shall be signed and returned to the Engineer or Architect for signature by the owner. One counterpart will be returned to the contractor after Owner has executed the Agreement and all initial submittals due with the Agreement have been made to Owner. The other counterpart of the Agreement will be retained for the Owner and Engineer or Architect. If the Contractor requires additional copies, he shall notify the Owner, Engineer, or Architect upon his Acknowledgement of the Notice of Award.

Please observe the following in executing the attached Agreement:

1. The Owner may contract with five types of legal entities.
 - a) If the Agreement is with an individual that individual should sign the Agreement exactly as his/her name is set out. If the Agreement is with an individually owned business, the Agreement should be with the individual owner, and not the named business.
 - b) Execution on behalf of a corporation should be by the president or a vice president, attested by the corporate secretary, with the corporate seal affixed. An official other than president or vice president should attach documentation of his/her authority to execute and bind the corporation.
 - c) If the Agreement is with a partnership, all general partners of the partnership should execute the Agreement unless an authorized partner is designated to execute, in which case documentation of such authorization should be attached.
 - d) If the Agreement is with a limited liability company, all managers of the limited liability company should execute the Agreement. If the limited liability company is member-managed, all members should sign the Agreement. If only certain manager(s) or member(s) of the limited liability company are authorized to execute the Agreement, documentation of such authorization should be attached.
 - e) If the Agreement is with a joint venture, all joint venturers should execute the Agreement. If only certain joint venturers of the joint venture are authorized to execute the Agreement, documentation of such authorization should be attached.
2. After signing the Agreement, the appropriate notary's acknowledgement, in the individual, corporate or partnership form should be completed.

3. The agreement will already be dated as of a certain date when Contractor received it, which date will aid the Contractor in obtaining the Performance and Payment Bonds. The date of the Bonds must not be prior to the date of the Agreement. The Performance Bond and Payment Bond shall Correctly reference the Agreement, including the date assigned to it. The Bonds shall be signed by the Contractor, and its signature shall be acknowledged with the appropriate acknowledgment form. Next, the Bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the Bonds, and the executed Power of Attorney document authorizing the agent to sign must accompany the Bond Documents.
4. The Bid Form and all other documents submitted with the Bid shall be included in the Agreement.
5. Once the Town has received and approved the Agreement, the Payment and Performance Bonds and all other required documents, it will send a counterpart of the fully executed Agreement to the Contractor. Failure to fully complete both required sets of the Agreement and timely provide all the Payment and Performance Bonds will cause delays in the approval by the Owner and therefore delay the issuance of the Notice to Proceed.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between [name of contracting entity] (“Owner”) and [name of contracting entity] (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Demolition and renovation of interior library spaces, including interior walls, doors, frames, hardware, interior storefront, glazing, interior finishes, architectural casework, signage, toilet compartments, and window blinds. The work also includes plumbing fixtures, HVAC and controls, electrical fixtures, telephone/data raceway, security components and cabling, and audio visual components and cabling.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Hocutt-Ellington Library Renovation**

ARTICLE 3—ENGINEER/ARCHITECT

- 3.01 The Owner has retained **Davis Kane Architects** (“Architect”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Davis Kane Architects**.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
 - B. The Contractor shall commence the Work on the commencement date specified in a written order of the Owner (the “Notice to Proceed”).
- 4.03 *Contract Times: Days*
- A. The Work will be substantially complete within **275** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **305** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of **\$[number]**.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Item No.	Description	Unit	Estimated Quantity	Unit Price
Q-E1	Duplex Receptacle with 30 ft conduit, 30 ft wiring	each	3	\$
Q-E2	Data Outlet (2 data drops) with 30 ft conduit, 600 ft cabling		3	\$
Q-E3	Exit Signs with 30 ft conduit, 30 ft wiring		3	\$

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Architect as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95% percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- B. Within sixty (60) days after the submission of a pay request, the Town with written consent of the surety shall release to the Contractor all retainage on payments, less such amounts set off by Owner pursuant to Paragraph 15.01E of the General Conditions held by the Town if (1) the Town receives a certificate of substantial completion from the architect, engineer, or

designer in charge of the project; or (2) the Town receives beneficial occupancy or use of the project. However, the Town may retain sufficient funds to secure completion of the project or corrections on any work. If the Town retains funds, the amount retained shall not exceed two and one-half (2 ½) times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety.

- C. If the Town determines the Contractor's performance is unsatisfactory, the Town may reinstate retainage in the amount of five percent (5%) for each subsequent partial or periodic payment application until the Contractor's performance becomes satisfactory. The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete. Following fifty percent (50%) completion of the project, the Town may also withhold additional retainage from any subsequent periodic payment, not to exceed five percent (5%), in order to allow the Town to retain two and one-half percent (2 ½%) total retainage through the completion of the project.
- D. Retainer provisions contained in Contractor's subcontracts may not exceed the terms and conditions for retainage provided herein. Contractors are further required to satisfy the retainage provisions of N.C.G.S. 143-134.1(b2) with regard to subcontracts for early finishing trades (structural steel, piling, caisson, and demolition) and to coordinate the release of retainage for such trades from the retainage held by the Town from the Contractor pursuant to statute. Nothing shall prevent the Town from withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the Town or reasonable evidence that a third-party claim will be filed.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7— CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).

3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **77** sheets with each sheet bearing the following general title: **Hocutt-Ellington Library Renovation**.
8. Addenda (numbers **[number]** to **[number]**, inclusive). **TBD**
9. Exhibits to this Agreement (enumerated as follows):
 - a. All documents listed under Article 2.01 of the Bid Form
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

Non-Discrimination

During the performance of this Contract, the Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment notices setting forth these EEO provisions. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

Minority or Women Owned Business Enterprise

Pursuant to General Statutes of North Carolina Section 143-128 and 143-131 and to Town policy, the Town of Clayton encourages and provides equal opportunity for Certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the Town’s contracting and procurement programs to include – Professional Services; Services; and Construction.

Furthermore, the Town’s goal is to contract or subcontract ten (10%) of the contract amount to Certified MWBE’s on construction projects, service and professional service contracts. Contractor agrees to comply with all MWBE requirements set forth in the contract documents.

E-Verify

As a condition of payment for services rendered under this contract, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes when required by law. Further, if Contractor provides the services to the Town utilizing a subcontractor(s), Contractor shall require the subcontractor(s) to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Contractor shall verify, by affidavit (see attached Affidavit E), compliance of the terms of this section by submitting the affidavit to Town upon execution of this contract.

Federal Funds

The Contractor shall make all necessary inquiries to correctly identify the source of funding for Agreement. If the source of funds for Agreement is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), unless a more stringent state or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water

Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

Iran Divestment Act

Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS G.S. 147-86.58, nor will Provider utilize on this agreement any subcontractor on such list.

Divestment from Companies that Boycott Israel

Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list."

Right to Audit

confirm compliance with the terms of this Agreement, the Town's MWBE program, local, state, and federal laws and regulations, the Town may, at all reasonable times upon reasonable prior notice during usual business hours, inspect, audit and examine for a period up to five (5) years after completion of the service or project detailed in this Agreement, all accounts and books of Contractor and, where necessary, make copies of the Contractor's documents necessary to determine compliance. Such a right may be exercised through any agent or employee of the Town or by independent certified public accountants designated by the Town. The Contractor shall permit the aforementioned inspection, audit and examination, and where necessary, the Town to make copies of documents verifying compliance as indicated herein.

Laws & Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage its safety and health responsibilities including:

- a. Accident Prevention

Prevent injuries and illnesses to its employees and others on or near the job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around the work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all contractor's employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

Proper Care of Town Property

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the Town for use in connection with the performance of this Contract and will reimburse the Town for the replacement value of its loss or damage. The Contractor shall keep the job sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Town. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the job sites, and completely prepare the project and site for use by the Town.

Emergencies

Notwithstanding anything else in this Contract, while federal, state, or local state(s) of emergency are in effect, or when a public health emergency has been declared, Contractor shall comply with all guidance and recommendations of the Centers for Disease Control, the State of North Carolina, Johnston County, unless mutually agreed to in writing by Town and Contractor.

Independent Contractor

For purposes of this Contract, Contractor at all times shall be considered an independent contractor, and Town shall not be deemed the employer of Contractor or of any of Contractor's agents or employees for any purpose (including, but not limited to federal or state income taxation, unemployment benefits, or worker's compensation benefits), nor shall Town be responsible for the acts or omissions of Contractor, or its agents and employees, except that Town shall pay the approved amounts negotiated by Contractor, as described the Contract Specifications. Contractor shall be solely responsible for performing any background checks or other due diligence necessary to ensure that all agents and employees of Contractor engaged in performing the Services are appropriate and qualified to perform such Services.

Standards and Duties of Contractor

The Contractor shall be held to the same standards and shall exercise the same degree of care, skill, and judgment in the performance of its advisory, management and oversight duties and services for Town as is ordinarily provided by similar professionals under the same or similar circumstances under the laws of the State of North Carolina. In addition, Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict or perceived conflict with its obligations to the Town under this Contract.

Confidential Information

Contractor will not disclose any confidential information received from Town, or otherwise discovered by the Contractor, to any third party, except as expressly permitted in this Contract. Contractor will use confidential information only for the purpose of performing under this Contract.

Interpretation

Titles and headings used in this Contract are for convenience only and do not limit or modify the language within each section of this Contract. This Contract's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require. The words "include", "includes", and "including" shall be interpreted as if followed by the phrase "without limitation" or "but not limited to," or words of similar meaning.

Entire Contract; Conflict in Terms

This Contract (including any documents incorporated herein) constitutes the complete and entire Contract between Town and Contractor concerning the subject matter of the Contract and supersedes any and all prior Contracts, discussions, understandings, promises, or representations concerning that subject matter. This Contract may be modified only by a writing signed by both Town and Contractor. The failure of the Town or Contractor to enforce at any time or for any period of time, any one or more of the provisions of this Contract shall not be construed to be and shall not be a waiver of such provision or provisions or of its right thereafter to enforce each and every such provision. In the event of any conflict between the terms of the body of this Agreement between Owner and Contractor for Construction Contract shall control.

Severability

If any provision contained in this Contract is held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The Court shall instead reform or replace any void or unenforceable provision with a valid and enforceable provision that gives meaning to the intention of the provision or shall strike the provision from the Contract.

Performance of Government Functions

Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Construction of this Contract

It is agreed that the terms and conditions of the Contract shall not be construed in favor of or against either party and that both parties have legal counsel available to review this Contract in connection with this arms-length transaction.

Identification of Parties and Authorized Representatives

Various parties to the Contract, and parties who will be acting on another party's behalf from time to time, are identified in Schedule 1 attached hereto. Although certain parties may act on another party's behalf from time to time under the Contract Documents in certain respects (issuing directives, for instance), with respect to most documentation issued under the Contract Documents, the set of people that may bind each party is limited. The proper identification of those specific individuals (through name or title identification) that are entitled and authorized to bind the parties to the various Contract Documents that exist or may be created in connection with this Agreement is critical to the proper administration of this Agreement, and those individuals are specified in Schedule 1 attached hereto.

The parties agree that the persons (specified by names or titles/roles) of signatories to the Contract Documents that are specified on Schedule 1 attached hereto are the only appropriate parties to execute such documentation and bind the parties listed for each such Contract Document to all obligations incurred or acknowledged, and all representations and warranties made, in such documents. To that end, for example, although the Owner is the Town of Clayton, as described in Schedule 1, the proper specific individuals (indicated by name or by title) to execute various documents on behalf of the Owner are specified on Schedule 1 attached hereto.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

CERTIFICATE OF AUTHORITY

RESOLUTION OF CONTRACTOR'S PARTNERS, MANAGERS OR MEMBERS

(Fill in and attach if necessary)

[CORPORATION/PARTNERSHIP/LIMITED LIABILITY/JOINT VENTURE COMPANY NAME]

KNOW ALL MEN BY THESE PRESENTS:

That at a meeting of the [board of directors/partners/all members/managers] of [Contractor] a [business corporation/partnership/limited liability company] duly organized under the laws of the State of _____, held on _____, 20____ the following Resolution was adopted, which Resolution is still in effect:

RESOLVED, that [any of] the following:

[insert individual name and title]:

be, and they hereby are, authorized to execute any and all documents, including contracts, on behalf of [Contractor] and further that Certificates of Authority setting out this Resolution be prepared and certified by [the Secretary of [Contractor]/all partners/all members/managers] to be used to evidence such authority.

[For a corporation, use the following certification of the Secretary:]

That I am the duly elected and qualified Secretary of [Contractor] and the keeper of records of said company; that the foregoing is a true and correct copy of a Resolution duly adopted at the meeting described above and held in accordance with its charter and bylaws, and that the same is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed by name as Secretary by order of the ____ this ____ day of ____, ____.

, Secretary

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this the _____ day of _____, 20____.

[SEAL]

Notary Public

[For partnership or limited liability company, use the following certification of all partners/members/managers, whose signatures should all appear below or otherwise attached:]

That the following consist of all [partners/members/managers] of [Contractor]; that the foregoing is a true and correct copy of a Resolution duly adopted at a meeting described above and held in accordance with its charter and bylaws, and that the same is now in full force and effect.

Partner/Member/Manager's name

Partner/Member/Manager's signature

Partner/Member/Manager's name

Partner/Member/Manager's signature

[List all partners/members/managers and include signatures for each. Use additional pages as attachments if necessary.]

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this the _____ day of _____, 20____.

[SEAL]

Notary Public

CERTIFICATE OF INSURANCE/INSURANCE ENDORSEMENTS

(Attach)

[See the General Conditions 6.02-O for specific requirements.]

CERTIFICATE OF PAYMENTS

I hereby certify that I am the legal and duly appointed Financial Director or Designee for the Owner of this project and that provision for the payment of the moneys to fall due under this Agreement has been made by appropriation duly made or by bonds or notes duly authorized, as required by the Local Government and Fiscal Control Act.

BY: _____

TITLE: _____

DATE: _____

SCHEDULE 1

IDENTIFICATION OF PARTIES AND THEIR AUTHORIZED REPRESENTATIVES

USE THIS FORM WHEN REVIEWING CONTRACT DOCUMENTATION TO ENSURE THAT PROPER AUTHORIZATION HAS BEEN GRANTED BY EACH PARTY TO SUCH DOCUMENTATION.

The "Owner" is the **Town of Clayton**, a municipal corporation in North Carolina, and its successors and assigns, and is the party for whom the Work is to be performed. Except as otherwise specifically stated in the Contract Documents, neither the Architect nor the Engineer has authority to bind the Owner. Except as otherwise specified below for various contract documentation, the Owner is represented by and may be bound by the Project Manager or the Project Engineer with respect to day-to-day issues and correspondence.

The Owner Project Manager is:

NAME: **Christopher Gallant**

The "Architect" is the Architect or the Architect's authorized representative as identified in Contract Documents. The Architect is identified by the Owner as the Architect for the Work from time to time. In its sole discretion, the Owner may act in the stead of the Architect, exercising any of the rights or responsibilities of the Architect provided under the Contract Documents, so long as the Owner provides notice to the Contractor of its intent to do so. In its sole discretion, the Owner may delegate any of the rights or responsibilities of the Architect to a third party, who, for the purposes of the rights and responsibilities so delegated, shall be governed by the Contract Documents, so long as the Owner provides notice to the Contractor of its intent to do so.

The "Engineer" is N/A and/or any other party identified by the Owner as the Engineer for the Work from time to time. In its sole discretion, the Owner may act in the stead of the Engineer, exercising any of the rights or responsibilities of the Engineer provided under the Contract Documents, so long as the Owner provides notice to the Contractor of its intent to do so. In its sole discretion, the Owner may delegate any of the rights or responsibilities of the Engineer to a third party, who, for the purposes of the rights and responsibilities so delegated, shall be governed by the Contract Documents, so long as the Owner provides notice to the Contractor of its intent to do so.

The Engineer/Architect Consultant is: Davis Kane Architects and any other party to a subcontract with Engineer in connection with the Work _____

The parties hereby agree that, notwithstanding any provision in the Contract Documents that appears to or in fact grants one party the right to act on behalf of another party, with respect to the documentation below, those individuals named below, personally or by role or title (or any person at a position "higher" than the individual or role named below) (in either event, an "Authorized Party") shall be the only people entitled to execute the documentation for which that individual or role is named. A position is "higher" than another position in a company if the position is an office authorized by law to bind the entity or the latter position reports (directly or through other parties) to the position in question. When an Authorized Party executes a Contract Document for which it is specified as an Authorized Party, such Authorized Party shall be deemed to be acting on behalf of the party for whom it is executing such document, binding such party as to obligations acknowledged and representations and warranties made in such documentation, and no other proof of agency, authority or delegation of power is necessary to so bind such party by the execution of the document by the Authorized Party.

<u>Document</u>	<u>Party to Execute</u>	<u>Authority to Execute: Name/Title</u>
Agreement	Owner	Richard D Cappola, Jr. Town Manager
	Contractor	
Application for Payment	Owner	Project Manager/(name)
	Contractor	
	Engineer/Architect	
Change Order	Owner (reviewer)	Richard D Cappola, Jr. Town Manager
	Owner (execution)	
	Contractor (reviewer/execution)	
	Engineer/Architect (recommendation)	
Field Order	Owner	
	Contractor	
	Engineer/Architect (recommendation)	
Work Change Directive	Owner	
	Contractor	
	Engineer/Architect (recommendation)	

This Schedule 1 may be revised, amended and/or replaced by a new Schedule 1 identifying other individuals or roles entitled to execute the documentation described herein if the replacement Schedule 1 is signed by each of the parties below. The revised Schedule 1 shall be dated and attached to the Contract Documents, and a copy shall be given to all affected parties. To the extent possible, prior versions of Schedule 1 shall be removed from the Contract Documents when a replacement Schedule 1 is approved.

Town of Clayton:

Contractor:

By: _____

Richard D. Cappola, Jr

Town Manager

By: _____

[President or Vice-President or Owner]

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer/Architect, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer/Architect, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer/Architect concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer/Architect concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer/Architect's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer/Architect has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer/Architect's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer/Architect has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer/Architect has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
 - 22. *Engineer/Architect or Architect*—The individual or entity named as such in the Agreement.
 - 23. *Field Order*—A written order issued by Engineer/Architect which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by Engineer/Architects, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer/Architect assigned to assist Engineer/Architect at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer/Architect's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer/Architect/Architect, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer/Architect/Architect. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer/Architect/Architect, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer/Architect/Architect, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended . The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

- b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer/Architect/Architect, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer/Architect/Architect. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer/Architect/Architect as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer/Architect/Architect any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer/Architect’s/Architect’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

- C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer/Architect/Architect and/or other design professionals and stamped approval by the Town of Clayton. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer/Architect/Architect.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer/Architect/Architect for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer/Architect/Architect, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer/Architect/Architect, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer/Architect/Architect.
 - 1. The Progress Schedule will be acceptable to Engineer/Architect/Architect if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer/Architect/Architect responsibility for the Progress Schedule, for sequencing, scheduling, or

progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer/Architect/Architect if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer/Architect/Architect as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer/Architect/Architect, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer/Architect/Architect, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer/Architect/Architect will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer/Architect/Architect and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
2. any obligation on the part of Owner or Engineer/Architect/Architect to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids or if Laws or Regulations are different at the time of the Work, then those Laws or Regulations in effect at the time of the Work (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer/Architect/Architect from those set forth in the part of the Contract Documents prepared by or for Engineer/Architect/Architect. No such provision or instruction shall be effective to assign to Owner or Engineer/Architect/Architect any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer/Architect/Architect.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer/Architect/Architect and Owner any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer/Architect/Architect, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer/Architect/Architect in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer/Architect, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer/Architect/Architect for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer/Architect/Architect take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer/Architect/Architect in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation — RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer/Architect will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer/Architect/Architect will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer/Architect's/Architect's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other Engineer/Architecting or technical matters, then Engineer/Architect/Architect will promptly notify Owner and Contractor in writing that Engineer/Architect/Architect is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer/Architect/Architect or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer/Architect/Architect and specific written verification or adaptation by Engineer/Architect/Architect; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide Engineer/Architecting surveys to establish reference points for construction which in Engineer/Architect's/Architect's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer/Architect/Architect whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 1. Contractor shall submit to Engineer/Architect/Architect for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer/Architect/Architect, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
 - 1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 - 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 - 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
 - 1. The circumstances that form the basis for the requested adjustment;
 - 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 - 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 - 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 - 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer/Architect/Architect may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- D. If all lands, easements, and right-of-way are not obtained as herein contemplated before construction begins, Contractor shall begin the Work upon and within such lands, easements and rights-of-way as Owner has at that time acquired.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.. Prior to commencement of Work in the vicinity of the property adjacent to the Site, the Contractor's own expense, shall take such surveys as may be necessary or expedient to establish the existing conditions of the property. Any damage or injury

occurring to any property as a result of any act, omission or neglect on the part of the Contractor shall be repaired so that the property is restored in a proper and satisfactory manner, or replaced, by and at the expense of the Contractor, to an equal or superior condition than previously existed.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer/Architect/Architect, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of Engineer/Architects, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer/Architect/Architect, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations. This includes, without limitation, appropriate sedimentation control measures, as applicable. During construction, the Contractor shall regularly remove from the Site all accumulated debris and surplus materials of any kind that result from its operations. Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the Project. When the Work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights of way, easements, or private property, the Contractor shall (as the Work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to a basic condition that will permit resumption of pedestrian or vehicular traffic and any other essential activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed as promptly as possible so that the Site maintains a neat appearance.
- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site to a neat and orderly condition, meeting or exceeding its appearance prior to construction, and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents. Failure to clean and prepare the Site in accordance with this Paragraph shall forestall Contractor's right to receive its final payment of the Contract Price. At the Contract Time for full performance of the Work, if the cleaning and preparation is not complete, Owner may make arrangements for same with a third party. The Contractor shall reimburse the Owner for all costs associated with such work in a deduction in the Contract Price or by direct payment from the Contractor to the Owner, or a combination of both, at the option of the Owner.

Cleanup: All areas affected by the construction activities must be cleared of debris, surplus materials, and waste. This includes but is not limited to construction scraps, packaging materials, litter, and temporary structures.

Removal of Erosion Control Measures: Temporary erosion and sediment control measures implemented during the project must be carefully dismantled and removed by the Contractor, only after ensuring that the site is stable and receiving the approval by the governing agency, and that permanent erosion control measure are fully functional. This may require removal after final payment is made.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.
- E. *Traffic to and from the Site:* The Contractor shall maintain traffic to, from, and around the Site in accordance with the Town of Clayton "Standard Specifications and Details", Section 150 of the NCDOT "Standard Specifications for Roads and Structures" and the following provisions: At the end of each workday, the Contractor shall backfill, up to the edge and elevation of existing pavement, any area adjacent to the travel way that has a drop off of more than three (3) inches. The Contractor shall perform this work at no additional cost to the Owner. Access to the Site and properties adjacent to the Site shall be maintained at all times throughout the Project. Where driveways, mailboxes and/or other improvements are disturbed, temporary drives, mailboxes and/or other improvements if appropriate shall be installed immediately and maintained until such time as permanent repair to the driveways, mailboxes and/or other improvements is made. An ABC stone base shall be used to maintain temporary driveways. No additional payment shall be made by the Owner or other parties to the Contract for such temporary driveway construction and maintenance because such Work shall be considered incidental to the Contract and included in the Contract Price.
- F. *Work in Streets, Highways and Other Rights of Way:* Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights of way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), and the like, shall be done in accordance with the applicable portions of the Specifications and the requirements of authorities having jurisdiction. The Owner shall make all arrangements with the proper authorities for such Work, including the obtaining of permits, and shall pay costs associated with such, with the exception of electrical permits, blasting permits and inspections. The Contractor shall keep a copy of all required permits on the Site at all times. The Contractor shall be responsible for all bonds required by the North Carolina Department of Transportation.
- G. *Survey Markers; Monumentation:* Contractor shall replace survey markers, such as property corners, right-of-way monuments and the like that are disturbed as a result of the Work, whether or not specifically identified in the Contract Documents, where property corners and/or right of way remain in the same location after the Work has been performed. If property corners and/or right-of-way line locations have been altered or established in connection with the Work, Contractor shall place survey markers, such as property corners, right-of-way monuments and the like, whether such Work is specifically identified in the Contract Documents. Such replacements and/or placements shall be performed by a North Carolina Professional Land Surveyor (PLS).
- H. *Mail Service:* Mail service shall not be interrupted by construction activities. In the event that mailboxes are relocated or temporarily removed, the Contractor must provide alternate methods as approved by the US Postal Service and the Owner for property owners to receive uninterrupted mail service. There will be no separate payments issued for alternate measures required to maintain mail service.

- I. Failure to Use Site as Directed: Failure to use the Project site in accordance with the terms of this and other Paragraphs of the Contract Documents shall forestall Contractor's right to receive interim payments and the final payment of the Contract Price. At Contract Times for performance of the Work, if the use of the site is not in compliance with these provisions, Owner may make arrangements to remedy the situation with third parties (arranging for clean-up of the site, for instance). The Contractor shall reimburse the Owner for all costs associated with such work in a deduction in the Contract Price or by direct payment from the Contractor to the Owner, or a combination of both, at the option of the Owner.
- J. Water for Construction: The Contractor shall be responsible for transporting water to the site. Water needed for construction of the Work may be obtained from the Town of Clayton Bulk Water Station. The Bulk Water Station is located at the Operations Center, 653 NC-42, Clayton, NC 27520. The Contractor and/or Subcontractors shall register their company with Water Resources during Pre-Construction processes. The Contractor shall not operate any main valve or hire hydrant on the Town of Clayton water system.
- K. Any apparent unexpected changes in groundwater or soil conditions at the Project Site during the course of the Work shall be reported to the Owner and then referred to the Owner's geotechnical Engineer/Architecting resource for the Project. If such resource has not already been identified at the time of discovery of the change in groundwater or soil conditions, the Contractor shall notify the Owner of such change and inquire as to what geotechnical Engineer/Architecting resource the matter should be referred (and then make such reference).
- L. The Contractor is responsible for consistently informing the public, specifically those who own or live in private properties likely to be impacted by the construction activities. This encompasses notifying properties adjacent to or near the construction site, including those that may experience disruptions to utility services, increased noise, or dust, or where construction vehicles and materials may be temporarily stored.

To facilitate clear communication, the Engineer/Architect/Architect or Owner will issue a letter to all affected property owners during project planning, outlining the details of the project and how their properties might be impacted. Before starting work on the site, the Contractor will distribute door hangers to all residences or business within the impact area a minimum of three (3) days before any direct impacts occur due to the construction activities. Door hangers shall be provided to the Engineer/Architect/Architect or Owner for review and approval prior to distribution. The door hangers will detail the scope of the work and include contact information. Variables may apply per project scope and impacts. Regular updates to residents or businesses may be required and will be further outlined during the Pre-Construction Meeting.

In situations where utility services are expected to be disrupted, the Contractor will coordinate with the Town's Engineer/Architecting Department, Town's Public Works and Utility Department, or any other relevant utility provider to ensure they are duly informed. An appropriate line of communication may be established during the Pre-Construction Meeting. Contractors must coordinate as such to allow residents and businesses a minimum of 72 hours' notice before any disruptions to services occur.

Costs associated with ALL such notification shall be considered incidental to the Contract and no separate payment will be made for this cost

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor in their discretion and at their sole risk may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer/Architect/Architect, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer/Architect/Architect in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer/Architect's/Architect's Review*: After receipt of written notice as required by the preceding paragraph, Engineer/Architect/Architect will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer/Architect's/Architect's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer/Architect's/Architect's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer/Architect/Architect) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer/Architect's/Architect's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work*: If at any time Engineer/Architect/Architect determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer/Architect's/Architect's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer/Architect//Architect may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer/Architect in writing regarding such Underground Facility.
- C. *Engineer/Architect's Review:* Engineer/Architect will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer/Architect's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer/Architect's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer/Architect) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer/Architect's written findings, conclusions, and recommendations in whole or in part.

- E. *Early Resumption of Work*: If at any time Engineer/Architect determines that Work in connection with the Underground Facility may resume prior to completion of Engineer/Architect's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer/Architect may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor may be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineer/Architects. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer/Architect, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer/Architect (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer/Architect concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer/Architect, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer/Architect, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer/Architects, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer/Architect, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer/Architects, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

Evidence of Bonds and Insurance Required Prior to the Work

All evidence of bonds and insurance required in this Article shall be provided prior to the Contractor or its Subcontractors commencing the Work or making or accepting delivery of materials or equipment to the Site. Evidence of the insurance provided to Owner shall include at a minimum a copy of the insurance policy with an endorsement naming the Owner as an additional insured. Failure of the Contractor to timely obtain and deliver evidence of bonds and insurance as described herein shall not excuse Contractor from adhering to the progress scheduling for the Work, and any such resulting failure of the Contractor to adhere to the Progress Schedule or the Contract Times shall entitle the Owner to such sanctions and remedies as are provided elsewhere in the Contract Documents for insufficient progress on the Work.

6.01 Performance, Payment, and Other Bonds

- A. Within fifteen (15) days of receiving delivery of the Notice of Award, Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer/Architect in writing and shall, within 5 business days after the event

giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out

(redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer/Architect, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer/Architect (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer/Architect.
- O. The insurance required to be provided by the Contractor (except Workers Compensation and Employer's Liability insurance) shall name the certificate holder (and additional insured) should read as follows:

Town of Clayton
Attention Town Manager
PO Box 879
Clayton, NC 27528

Certificate of Insurance - Description of Operations must state the following:

The Town of Clayton is named additional insured on the Commercial, General, Auto and Umbrella Liability as it pertains to the Contract.

6.03 *Contractor's Insurance*

- A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer/Architect, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.
- D. The Contractor shall provide to the Owner, upon request, insurance certificates and endorsements or other evidence that all Subcontractors are carrying the required insurance. In lieu of each Subcontractor being required to carry the necessary insurance, the Contractor may insure the activities of its Subcontractors under its policy(ies). In such case, evidence of such coverage shall be provided on the Contractor's insurance certificates. Subcontractors shall in all cases, however, provide workers' compensation and employer's liability insurance and motor vehicle liability insurance.
- E. An authorized representative of the insurance company(ies) providing coverage required herein shall certify that all of the required insurance coverages and amounts specified in the Contract Documents are provided by the submitted policies. The certification shall be signed by the authorized representatives of the insurance company(ies) and notarized. The authorized representative of the insurance company(ies) shall specifically indicate with the submittal which of the policies submitted fulfill which specific coverage and amounts specified per the Contract. The certification, including the correlation, shall be furnished and included with the insurance certificates and insurance endorsements so effecting such coverage. One (1) copy of each such insurance policy and endorsements and the certificates indicating each type of coverage mentioned, and the correlation between the insurance furnished and that required, shall be provided to each insured party.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer/Architect or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer/Architect, its consultants, all individuals or entities identified in the

Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer/Architect, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer/Architect, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer/Architect and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state

its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional Engineer/Architecting or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer/Architect has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. unless the Contractor knew or should have known of the flaw in the design or specification at the time of the making of the Agreement and failed to notify the Owner and the Engineer/Architect thereof. Contractor shall be responsible to see that the completed Work complies with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer/Architect, such notice to include name and resume of replacement, except under extraordinary circumstances.

- C. *Project Manager and Superintendent*: the Contractor's project manager and the Contractor's superintendent shall be full-time employees of the Contractor. The project manager and the superintendent shall each have a minimum of five years' experience constructing projects similar to the Project. The project manager's and the superintendent's previous work performances must, respectively, be acceptable to the Owner as to quality of workmanship and time of performance. The Contractor shall submit resumes of the project manager and the superintendent to the Owner at the time the Contract is signed. If either person is or becomes unacceptable to the Owner, the Contractor, upon written demand by the Owner, shall promptly remove the unacceptable person and shall appoint a replacement satisfactory to the Owner.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site
- B. Contractor shall be fully responsible to Owner and Engineer/Architect for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or Town of Clayton recognized holiday per the adopted holiday schedule only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer/Architect, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 “Or Equals”

- A. *Contractor’s Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. It is the intent of the parties that the Contractor shall provide materials of the highest standard known to the trade and to provide materials free from defects in workmanship and product. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer/Architect authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer/Architect in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer/Architect will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer/Architect determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer/Architect’s Evaluation and Determination:* Engineer/Architect will be allowed a reasonable time to evaluate each “or-equal” request. Engineer/Architect may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer/Architect

will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer/Architect’s review is complete and Engineer/Architect determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer/Architect will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer/Architect’s Determination:* Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer/Architect’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer/Architect determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer/Architect consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor’s Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer/Architect authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer/Architect to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer/Architect will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer/Architect will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer/Architect may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer/Architect for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use at least 15 working days before such substitute item of material or equipment is to be brought to the Site. The application shall include sufficient documentation and samples to allow the Engineer/Architect to determine the acceptability of the proposed substitute item of material or equipment. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.

- b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available Engineer/Architecting, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer/Architect's Evaluation and Determination:* Engineer/Architect will be allowed 15 Working days to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer/Architect may require Contractor to furnish additional data about the proposed substitute item. Engineer/Architect will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer/Architect's review is complete and Engineer/Architect determines that the proposed item is an acceptable substitute. Engineer/Architect's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer/Architect will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer/Architect's Cost:* Engineer/Architect will record Engineer/Architect's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer/Architect approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer/Architect for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer/Architect for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

- F. *Effect of Engineer/Architect's Determination*: If Engineer/Architect approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer/Architect's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor shall make a good faith effort to utilize minority business enterprises (MBEs) per North Carolina General Statutes Section 143-128, et seq., as Subcontractor for the Work. Contractor shall submit for approval to the Owner and the Engineer/Architect, within ten (10) days after the issuance of the Notice of Award, a list of the names of Subcontractors and Suppliers of principal items of material and equipment. Contractor shall also submit for approval to the Owner and the Engineer/Architect a list of the names of any additional or replacement Subcontractors and Suppliers the Contractor wishes to use in connection with the Project prior to utilizing their services. The Engineer/Architect or Owner shall notify the Contractor within ten (10) days after receipt of the list of any reasonable objections to any Subcontractor or Supplier. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer/Architect a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer/Architect.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer/Architect or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer/Architect, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. Intentionally Omitted .
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer/Architect, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against

all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer/Architects, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. In the event of any claim or action by law on account of such patents or fees, it is agreed that the Owner may retain out of the monies that are due or that may become due to the Contractor under this Contract, a sum of money sufficient to protect the Owner against loss, and to set aside the same until said claims are paid or are satisfactorily adjusted.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.
- B. **Blasting Permit** - Blasting is the use of explosives for excavation, demolition, or rock production. A Blasting Permit is required any time the project requires transportation, use or storage of explosive materials. This permit is required a minimum 2 days prior to the transportation or use of blasting materials. Permits shall be applied for through the Town of Clayton Development Services Team.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Contractor to submit with each Application for Payment the State of North Carolina Sales and Use Tax Report. Figures shall not include any tax paid on supplies, tools and equipment which were used to perform the work and only to include construction materials, supplies, fixtures, and equipment which actually become a **permanent** part of the project. Documentary evidence supporting sales and use reporting, including copies of invoices for which the statement is being submitted, with invoice number indexed to the statement.

7.11 *Laws and Regulations*

- A. Contractor shall at all times, observe and comply with and shall cause all of its agents and employees and all of its Subcontractors to observe and comply with all such existing Laws or Regulations. The Contractor shall protect and indemnify the Owner and the Engineer/Architect and the municipalities and counties in which Work is being performed, and their officers and agents, against any claim, fee, civil penalty, fine or liability arising from or based on the violation of any such Law or Regulation, whether by the Contractor or its

employees or any of its Subcontractors. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer/Architect shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give Engineer/Architect prompt written notice thereof. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer/Architect, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer/Architects, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

D. Fines for Noncompliance with Sedimentation and Erosion Control Regulations: The Contractor should be aware that State laws and Town ordinances provide for the imposition of fines and other civil penalties for the failure to properly plan, implement and maintain appropriate sedimentation and erosion control practices. The Contractor shall be familiar with all applicable sedimentation and erosion control regulations and shall follow and abide by them closely. Applicable regulations include (by way of illustration and not limitation) North Carolina General Statutes Section 113A-50 *et seq.* and NCDEQ. Violations of such regulations include (by way of illustration and not limitation) grading without prior receipt of a valid grading permit or in a manner inconsistent with such permit, failure to take reasonable measures to protect public or private property from damage caused by failure to retain sediment on site, failure to install adequate erosion and sedimentation control devices, failure to maintain temporary and/or permanent erosion control measures, failure to protect exposed slopes, failure to provide adequate ground cover, failure to revise the erosion and sedimentation control plan after notification of the need to do so, failure to keep dirt and mud off of public streets, and failure to maintain slopes. Sedimentation and erosion control laws and ordinances shall be considered among the Laws and Regulations described in Paragraph 6.09.B hereof, and Contractor shall perform all Work so as to be in compliance with same and pay all fees, fines and civil penalties in connection with the violation(s) of same that do occur. This provision is intended to call Contractor's attention to State and Town sedimentation and erosion control plans, and nothing herein is intended to impliedly limit the types of regulations deemed to be Laws and Regulations herein, nor is anything herein intended to limit the applicability of Paragraph 7.11A or 7.11B as to sedimentation and erosion control laws.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction (as-builts). These record documents, together with all approved Samples, will be available to Engineer/Architect for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer/Architect. Failure to furnish the Engineer/Architect with accurate and detailed record documents shall be grounds for withholding final payment until such record documents have been properly furnished.
- B. Contractor shall maintain "as-built" record drawings, current with the progress of the Work on the Project Site, available for inspection on site, and shall provide them to the Engineer/Architect and the Owner prior to Substantial Completion.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and shall be solely and completely

responsible for conditions of the Site, including the safety of all persons and property at the Site, preparatory to and during performance of the Work.. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer/Architect or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations including such safety regulations as may be prescribed from time to time by the Engineer/Architect, the Owner or local authorities having jurisdiction, relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection; and shall, when so directed by the Engineer/Architect or the Owner, properly correct any unsafe conditions created by, or unsafe practices being committed on the part of its employees, Subcontractors, Suppliers or any individual or entity directly or indirectly employed by any of them. The Contractor shall fully comply with any and all applicable portions of the latest revision of the North Carolina Department of Transportation Utilities Unit "Utilities Accommodation Manual Occupied in the Right of Way". In the event of the Contractor's failure to comply with any of the safety precautions referenced herein or in the Contract Documents, the Engineer/Architect or Owner may take the necessary measures to correct the conditions or practices complained of; and all costs thereof will be deducted from the Contract Price due the Contractor. Failure

of the Engineer/Architect to direct the correction of unsafe conditions or practices shall not relieve the Contractor of its responsibility hereunder

- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer/Architect of the specific requirements of Contractor's safety program with which Owner's and Engineer/Architect's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer/Architect has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection of the Work and those people and property that come into contact with the Work will resume, even during non-working hours, whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.
- K. In the event of any claims for damage or alleged damage to persons or property as a result of Work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Before final payment to the Contractor is made under the Contract, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or that sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.
- L. The Construction Documents and the joint and several phases of construction contemplated by the Construction Documents are to be governed at all times by applicable provisions of local and State laws, ordinances and regulations and Federal laws, including but not limited to the latest amendments of the Department of Labor, Bureau of Labor Standards, Safety and Health Regulations for Construction; and Williams and Steiger Occupational Safety and Health Act of 1970, including rules and regulations issued pursuant thereto (OSHA), applicable to the Work and performance of the Contract. Where applicable to the Work, in addition to the requirements of the General Conditions, as supplemented by the Supplementary Conditions, if any, the Contractor shall fully comply with any and all applicable portions of the Division of Highway "Policies and Procedures for Accommodating Utilities on Highway Right of Way" or latest revision. The duty of the Engineer/Architect to conduct a construction review of the

Contractor's performance is not intended to include a review of the adequacy of the Contractor's safety measures in, on, or near the Site.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- B. Contractor shall notify the Owner immediately, and no event more than twenty-four hours later, after an emergency has occurred if an emergency compromising the safety of persons or property at the Site has occurred

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer/Architect prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer/Architect determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. Shop Drawing and Sample Requirements

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with

respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer/Architect specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer/Architect for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer/Architect the services, materials, and equipment Contractor proposes to provide, and to enable Engineer/Architect to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer/Architect may require to enable Engineer/Architect to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer/Architect's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer/Architect's Review of Shop Drawings and Samples EXCEPT AS OTHERWISE STATED IN OWNER & ENGINEER/ARCHITECTS CONTRACT*
1. Engineer/Architect will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer/Architect's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer/Architect's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer/Architect's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer/Architect's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer/Architect has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer/Architect will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer/Architect's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer/Architect's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer/Architect's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer/Architect and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer/Architect on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer/Architect will record Engineer/Architect's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer/Architect's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer/Architect's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer/Architect in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer/Architect will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer/Architect's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer/Architect regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer/Architect is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.

- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer/Architect/Architect;
 2. Recommendation by Engineer/Architect or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer/Architect or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer/Architect/Architect;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer/Architect, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of Engineer/Architects, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer/Architect, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor,

any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer/Architect with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer/Architect, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer/Architect.
- D. Owner and Engineer/Architect shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer/Architect's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer/Architect.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer/Architect and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer/Architect in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be

set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. ~~If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E. In the event of unreasonable delay by any contractor under direct contract with Owner to provide work on this Project, Contractor shall pursue payment directly from such other contractor for any reasonable direct delay and disruption costs incurred by the Contractor as a result of such other contractor's wrongful actions or inactions. Claims by the Contractor against such other contractors shall first be submitted to Engineer/Architect for its review and approval. The Engineer/Architect shall forward its recommendations regarding such claims to the Owner. The Owner shall not bear any responsibility to the Contractor for such costs unless it has specifically instructed the other contractor to act in the manner causing such costs~~
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may

impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer/Architect, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer/Architect, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of Engineer/Architects, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions or any Supplementary Conditions, and unless Owner is also acting as the Engineer/Architect or the inspector for the Project, Owner shall issue all communications to Contractor through Engineer/Architect or shall copy Engineer/Architect on its direct correspondence with the Contractor.

9.02 *Replacement of Engineer/Architect*

- A. Owner may at its discretion appoint an Engineer/Architect to replace Engineer/Architect, provided Contractor makes no reasonable objection to the replacement Engineer/Architect. The replacement Engineer/Architect's status under the Contract Documents will be that of the former Engineer/Architect.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing Engineer/Architecting surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER/ARCHITECT'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. ~~Engineer/Architect will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer/Architect as Owner's representative during construction are set forth in the Contract.~~ Unless and until the Owner provides otherwise in writing to the Contractor, all instructions of the Engineer/Architect on behalf of the Owner during construction shall be executed promptly and efficiently by the Contractor and its Subcontractors. The authority of the Engineer/Architect is only to issue orders on behalf of the Owner hereunder, and Engineer/Architect has no authority to bind Owner with respect to any documentation to be executed by Owner. Furthermore, Engineer/Architect's recommendations and approvals under the Contract Documents do not bind the Owner and may be overruled by the Owner

10.02 *Visits to Site*

- A. Engineer/Architect/Architect will make visits to the Site at intervals appropriate to the various stages of construction as Engineer/Architect/Architect deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer/Architect/Architect, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer/Architect/Architect will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer/Architect's/Architect's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer/Architect will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer/Architect's/Architect's visits and observations are subject to all the limitations on Engineer/Architect's/Architect's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer/Architect's/Architect's visits or observations of Contractor's Work, Engineer/Architect will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.
- C. After hours or weekend Work shall include only such tasks that do not require observation by the Engineer/Architect unless the Owner specifically authorizes otherwise in writing.

10.03 *Resident Project Representative*

- A. If Owner and Engineer/Architect have agreed that Engineer/Architect will furnish a Resident Project Representative to represent Engineer/Architect at the Site and assist Engineer/Architect in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in these General Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer/Architect's/Architect's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer/Architect's/Architect's Authority*

- A. Engineer/Architect/Architect has the authority to reject Work in accordance with Article 14.
- B. Engineer/Architect's/Architect's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer/Architect's/Architect's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer/Architect's/Architect's authority as to changes in the Work is set forth in Article 11.
- E. Engineer/Architect's/Architect's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer/Architect/Architect will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer/Architect/Architect will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer/Architect will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer/Architect's/Architect's Authority and Responsibilities*

- A. Except as, but only to the extent, specified in any separate agreement between the Owner and the Engineer/Architect/Architect, neither Engineer/Architect's/Architect's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer/Architect/Architect in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer/Architect/Architect, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer/Architect/Architect to Contractor, any

Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Except as, but only to the extent, specified in any separate agreement between the Owner and the Engineer/Architect/Architect, Engineer/Architect/Architect will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Except as, but only to the extent, specified in any separate agreement between the Owner and the Engineer/Architect/Architect, Engineer/Architect/Architect will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Except as, but only to the extent, specified in any separate agreement between the Owner and the Architect/Engineer/Architect, Architect/Engineer/Architect will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer/Architect's/Architect's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.
- F. The presence of the Engineer/Architect/Architect at the Site shall in no way lessen the Contractor's responsibility for conformity with the Drawings and Specifications. Failure of the Engineer/Architect/Architect to reject materials or Work that does not conform with the Drawings and Specifications, whether from lack of discovery or for any other reason, shall in no way prevent later rejection of or corrections to the unsatisfactory materials or Work when discovered. The Contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory Work.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer/Architect's/Architect's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer/Architect/Architect has been informed.

10.09 *Clarifications and Interpretations*

Engineer/Architect/Architect will issue with reasonable promptness such written clarifications and interpretations of the requirements of the Contract documents as Engineer/Architect/Architect may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on Owner and Contractor. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a claim may be made therefore as provided in Article 12.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other Engineer/Architecting or technical matters, must be supported by Engineer/Architect's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer/Architect.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer/Architect's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other Engineer/Architecting or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments

resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer/Architect may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other Engineer/Architecting or technical matters will be supported by Engineer/Architect's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease

construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. Intentionally Omitted
 - 2. a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent; based on the Subcontractor's Cost of Work.
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that

actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.
- C. Pending and adjustment of the Contract Times pursuant to the terms of this Paragraph 11.08, the Contractor shall diligently continue all Work and adhere to the Progress Schedule and the Contract Times to the extent possible.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer/Architect to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer/Architect concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer/Architect within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer/Architect and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer/Architect's Initial Review*: Engineer/Architect will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer/Architect concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer/Architect may request that Contractor submit such additional supporting data by a date specified by Engineer/Architect, prior to Engineer/Architect beginning its full review of the Change Proposal.
4. *Engineer/Architect's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer/Architect), Engineer/Architect will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, provide a written recommendation to the Owner approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer/Architect does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer/Architect's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
5. *Owner action on change proposal*

Within 10 days, following receipt of Engineer/Architects written change proposal recommendation, Owner shall issue a final decision regarding the change proposal.
6. *Binding Decision*: Owner's decision is final and binding upon Contractor, unless Contractor appeals the decision by filing a Claim under Article 12.

- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other Engineer/Architecting or technical matters, then Engineer/Architect will notify the parties in writing that the Engineer/Architect is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer/Architect issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 - 1. Appeals by Contractor of Owner's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 - 3. Disputes that Engineer/Architect has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other Engineer/Architecting or technical matters; and
 - 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer/Architect has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer/Architect, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer/Architect.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.
- H. If Contractor claims (1) that any work he/she has been ordered to do is not part of the Work required by the Contract Documents (hereinafter referred to as "Extra Work") and that he/she has performed or is going to perform Extra Work, or (2) that any action or omission of Owner or Engineer/Architect is contrary to the terms and provisions of the Contract Documents, Contractor shall:
- I. Promptly comply with such order;
 - II. File with Engineer/Architect, within fourteen working days after being ordered to perform the work claimed by him/her to be Extra Work or within fourteen working

days after commencing performance of the Extra Work, whichever date shall be the earlier, or within fourteen working days after the action or omission of the Owner or the Engineer/Architect occurred or was due, a written notice stating the basis of his/her claim and a request for a determination thereof.

III. File with Engineer/Architect thirty (30) calendar days after said alleged Extra Work was required to be performed or said alleged Extra Work was commenced, whichever date shall be earlier, or said alleged action or omission by Owner or Engineer/Architect occurred or was due, a verified detailed statement, with documentary evidence of the items and basis of his/her claim.

IV. Produce for Owner's examination, upon notice from Owner, all his/her books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and canceled checks showing all of his/her actions and transactions in connection with or relating to or arising by reason of his/her claim, and submit himself/herself and persons in his/her employment and in his/her Subcontractor's employment for examination under oath by any person designated by Owner to investigate any claims made against Owner under the Contract, such examination to be made at the offices of Owner or Owner's agent;

V. Proceed diligently, pending, and subsequent to determination of Owner with respect to any such disputed matter, with the performance of the Contract and in accordance with all instructions of Owner and Engineer/Architect.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the

locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer/Architect, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to Engineer/Architects, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the

material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work, provided and to the extent that such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.

- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items, all of which must be in connection with and in furtherance of the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, Engineer/Architects, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- 8. Any costs due to the Contractor, or the Subcontractors or Suppliers, not properly performing or supplying the Work, including, without limitation, not adhering to the Progress Schedule.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

- 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
3. The Contractor's fee shall not be applied to payroll taxes, social security contributions, or unemployment taxes.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer/Architect.
- B. *Cash Allowances*: Contractor agrees that:
 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer/Architect to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.
- E. anything else apparently to the contrary in the Contract Documents or documentation referenced by the Contract Documents, there shall be no price indexing allowed. Unit prices are those specified in the Contract Documents or otherwise in effect at the time of the Invitation to Bid.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer/Architect will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer/Architect will review with Contractor the Engineer/Architect's preliminary determinations on such matters before rendering a written recommendation to Owner. Owner's written decision thereon will be final and binding upon Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 - 3. Adjusted unit prices will apply to all units of that item.
- F. Contractor Acknowledges that the Contract Price includes Contractor's cost of bonds, insurance, transportation of materials, labor and equipment, general administration, and the like.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer/Architect, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing.

Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer/Architect timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer/Architect the required certificates of inspection or approval. Testing to be performed under the Contract Documents shall be performed in accordance with the North Carolina Department of Transportation "Materials and Tests acceptance criteria" and the Town of Clayton "Standard Specifications and Details". If and to the extent that the Town of Clayton testing standards conflict with and are more stringent than those of the North Carolina Department of Transportation, testing shall be performed in accordance with the Town of Clayton standards.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer/Architect's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer/Architect.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer/Architect, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer/Architect, Contractor shall, if requested by Engineer/Architect, uncover such Work for observation and make available for inspection at the Contractor's expense.
- G. The Contractor shall allow the Engineer/Architect ample time and opportunity for testing materials and equipment to be used in the Work. The Contractor shall advise the Engineer/Architect promptly upon placing orders for materials and equipment so that arrangements may be made, if desired by the Engineer/Architect, for inspection before shipment from the place of manufacture. The Contractor shall at all times furnish the Engineer/Architect and all Owner representative's appropriate facilities for performing inspections and tests, including any labor necessary, and shall allow proper time for inspecting and testing materials, equipment, and workmanship. In setting Contract Times and a Progress Schedule for the Work, the Contractor should anticipate that delays may be caused in the execution of Work due to the necessity of materials and equipment being inspected and accepted for use. The Contractor shall furnish, at its own expense, samples of all materials required by the Engineer/Architect for testing, and shall make its own arrangements for providing water, electric power, and/or fuel for the various inspections and tests of structures and equipment.
- H. The Contractor shall furnish the services of representatives of the manufacturers of certain equipment if so prescribed in the Specifications. The Contractor shall also place its orders for such equipment requiring that, after the equipment has been tested prior to final acceptance of the Work, the manufacturer shall furnish the Owner with certified statements that the equipment has been installed properly and is ready to be placed in functional operation. Tests and analyses required of equipment shall be paid for by the Contractor, unless specified otherwise in the Contract Documents.
- I. The Owner reserves the right to independently perform, at its own expense, laboratory tests on random samples of material or performance tests on equipment delivered to the Site. These tests if made shall be conducted in accordance with the Specification requirements or other appropriate standards. The entire shipment represented by any given sample or piece of equipment may be rejected on the basis of the failure of a sample or piece of equipment to meet specified test requirements. All rejected materials and equipment shall be removed from the Site, whether stored or installed in the Work, and the required replacement shall be made, all at no additional cost to the Owner.
- J. Whenever nonconformance is discovered by the Engineer/Architect as a result of tests, inspections, or investigations, the Contractor shall bear responsibility for the full cost of such tests, whether otherwise required to pay for such tests, inspections or investigations under the Contract Documents, and shall directly pay for such services or shall reimburse the Owner for such costs. Once nonconformance has been discovered, the cost of any additional tests and investigations that are ordered by the Engineer/Architect to ascertain subsequent conformance with the Contract Documents shall be borne by the Contractor, whether or not the original tests, inspections, or investigations of such nonconforming Work were originally required by the Contract Documents to be borne by another party.

14.03 *Defective Work*

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Authority*: Owner or Engineer/Architect has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer/Architect has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, even if such Work has previously been overlooked by Engineer/Architect and estimated as a basis for payment, whether or not fabricated, installed, or completed, or, if Engineer/Architect or Owner has rejected the defective Work, remove it from the Project and replace it with Work that is not defective. At any time during the progress of the Work and up to the date of final acceptance, the Engineer/Architect shall have the right to reject any Work that does not conform to the requirements of the Contract Documents, even if such Work has been previously inspected and paid for. Any omissions or failure on the part of the Engineer/Architect to disapprove or reject any Work or materials at the time of inspection shall not be construed as an acceptance of any defective Work or materials.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work, unless Contractor first receives permission from Owner.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.
- G. The Engineer/Architect may order tests of imperfect or damaged Work, equipment, or materials to determine the required functional capability for possible acceptance, if there is no other reason for rejection. The cost of such tests shall be borne by the Contractor; and the nature, tester, extent and supervision of the tests shall be as determined by the Engineer/Architect. If the results of the tests indicate that the required functional capability of the Work, equipment, or material was not impaired, then the Work, equipment, or materials may be deemed acceptable. If the results of such tests reveal that the required functional capability of questionable Work, equipment or materials have been impaired, then such Work, equipment, or materials shall be deemed imperfect and shall be replaced at the Contractor's expense. The Contractor may elect to replace the imperfect Work, equipment, or material immediately upon their identification as such in lieu of performing the tests for functional capability.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer/Architect's confirmation that such acceptance is in general accord with the design intent and applicable Engineer/Architecting principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer/Architect as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor and a proportionate amount of the Contractor's fee. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer/Architect or Owner has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer/Architect, then Contractor shall, if requested by Engineer/Architect or Owner, uncover such Work for Engineer/Architect's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer/Architect or Owner consider it necessary or advisable that covered Work be observed by Engineer/Architect or inspected or tested by others, then Contractor, at Engineer/Architect's or Owner's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer/Architect or Owner may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer/Architect to correct defective Work, or to remove and replace defective Work as required by Engineer/Architect, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer/Architect and Engineer/Architect's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer/Architect or Owner. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
 - a. Where an itemized proposal is not required, the Contractor shall submit for the Engineer/Architect's approval a complete breakdown of

all lump sum items in the Proposal. This breakdown, modified as directed by the Engineer/Architect, shall be used as a basis for preparing estimates and establishing progress payments. Partial payments for Mobilization may be made with the first and second partial pay estimates paid on the contract and can be made at the rate of 50% lump sum price on each partial pay estimate, provided the amount bid for Mobilization does not exceed 5% of the total amount bid for the contract, and provided that cost documents suitable to the Engineer/Architect is furnished by the Contractor. For either lump sum or itemized proposals, a lump sum payment equal to five percent (5%) of the total Contract Sum or Price (to include the actual cost of all bonds and insurance, move-on expenses, and the like) will be allowed for "mobilization" as a progress payment line item.

B. Applications for Payments

1. Once a month after the Work has commenced Contractor shall submit to Engineer/Architect for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. The due date for submitting an Application for Payment shall be the 25th of the month for which the application is being made. Request for payment shall be submitted on the Town of Clayton standard payment form included in the Contract Documents, unless approved otherwise by the Engineer/Architect or Owner.
2. PAYMENT FOR MATERIAL TO BE USED IN THE WORK

- A. **Definition of Stored Materials:** For the purpose of these General Conditions, "Stored Materials" refers to construction materials that have been purchased NEW by the contractor but have not yet been incorporated into the project.

General Requirements: Payments will not be made for fuel, supplies, form lumber, falsework, or used materials. Payments will not be made on seed or any living or perishable plant materials except when such material has been planted or otherwise incorporated into the work. Payments will not exceed 95% of the contract unit or lump sum prices for the work. Payment for material will not constitute acceptance, and Owner reserves the right to reject any faulty material even though previous payment may have been made.

Notice and Documentation: The Contractor shall provide written notice to the Owner prior to requesting payment for stored materials. The notice shall include but is not limited to the following:

- 1) Comprehensive list of stored materials,
- 2) Justification for payment,
- 3) Intended use in the project, and

4) Current location of material

Payment Approval: Payment for stored materials will be considered upon approval by the Owner, following the inspection and verification process. The Owner may withhold payment if discrepancies, damage, or other concerns are identified during the inspection. Stored materials shall be subject to the same retainage provisions as the completed work per Section 15.01B4.

Inspection and Verification: The Owner reserves the right to inspect stored materials before approving payment. Verification may include site visits, documentation review, and confirmation of storage conditions to ensure the quality and condition of the materials. Additionally, the Owner reserves the right to conduct intermittent inspections of the materials, with the timing and frequency at the Owner's discretion.

Risk Mitigation: The contractor assumes all risks associated with the stored materials until they are officially incorporated into the project. In the event of loss, damage, or theft of stored materials, the contractor shall be responsible for replacement or repair at no cost to Owner.

B. Material Delivered on the Project

When authorized by the Owner, partial payments will be made up to 95% of the delivered cost of materials on hand that are to be permanently incorporated in the work, provide that such materials have been delivered on or in close proximity to the project and stored in an acceptable manner. Material payments will be allowed when 95% of the accumulated costs of unpaid invoices are equal to or greater than \$50,000, materials have been inspected and approved by Owner, and the required documents listed under 15.01 B-2C have been furnished to the Owner.

C. Material Stored at Fabricator's Facilities or Contractor's Facilities

When authorized by the Owner, partial payment can be made up to 95% of the invoiced cost, exclusive of deliver cost, for bulky materials requiring fabrication at an off-site location that are durable in nature and represent a significant portion of the project cost, if it has been determined by the Owner, that the material cannot be reasonably stockpiled in the vicinity of the work. Material payments will be allowed when the materials have been inspected and approved by the Owner and the required documents listed under 15.01 B-2C have been furnished to the Owner.

D. Required Documents:

- 1) Copy of invoice from material supplier (quantities, cost, and material must be clearly identified),

- 2) Written consent of surety to make such partial payment. The written consent must include a statement confirming that remittance of the advance payment will not relieve the sureties of any of their obligations under the Bonds.
 - 3) Unconditional Lien Waiver warranting the Contractor has received the material free and clear of all liens, charges, security interest, and encumbrances,
 - 4) Bill of Sale from Contractor to the Owner
 - 5) Certificate of Insurance naming the Town as additional insured and insuring, at no cost to the Owner, stored material against theft, fire, loss, vandalism, and malicious mischief. Insurance shall cover the material while stored, in transit to the Site, while being off-loaded at the Site and until the material is incorporated into the Work.
 - 6) Proof satisfactory to the Owner that offsite material is stored in a bonded warehouse or facility, which may include warehouse receipt or photograph containing a date and time stamp. Materials within the facility must be identified as being the "PROPERTY OF THE TOWN OF CLAYTON" (Applicable to material stored off-site)
- E. **Long Lead Items:** In instances where Contractor identifies items with extended lead times (Long Lead Items) that are essential for the timely completion of the project, Contractor is obligated to promptly inform the Owner. This notification should include detailed information about the specific materials required and the anticipated schedule for their procurement. The Owner may, at their sole discretion, authorize partial payments. These payments will be limited to a specified percentage of the cost of the materials, excluding any delivery charges. Required documents where applicable listed under 15.01C shall be furnished to the Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor and all Subcontractors who have performed Work or are otherwise receiving payment under the Application for Payment, stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 4. . Retainage shall be five percent (5%) of any periodic payment due Contractor except as otherwise described below:
 - a. When the Contractor's gross project invoices (less the value of materials stored off-site and the value of materials stored on-site that exceed 20% of the gross project invoices) equal or exceed 50% of the value of the Contract (i.e. the Work is fifty percent (50%) complete), then, with the consent of the surety and if the manner of completion of the Work and its progress are and remain satisfactory and all corrected work to that point has

been accepted, Owner will not retain any further retainage from periodic payments unless Owner thereafter determines (i) performance or progress is not satisfactory, (ii) defective construction is not remedied, (iii) there is disputed work or (iv) third-party claims have been or are reasonably expected to be filed against the Owner. If (i), (ii) (iii) or (iv) above occur, Owner shall withhold additional retainage from periodic payments, not to exceed 5% of such payment, in order to allow Owner to retain 2.5% total retainage through the completion of the project.

- b. Within sixty days after submission of a pay request and the occurrence of one of the following: (i) receipt by owner of a certificate of substantial completion and Owner can occupy or use the project, or (ii) actual beneficial occupancy or use of the project, then Owner, with written consent of the surety, shall release to the Contractor all retainages held on work completed to date.
- c. However, the Owner may retain sufficient funds to secure completion of the project or corrections on any work. The amount retained shall not exceed two and one-half (2.5) times the estimated value of the work to be completed or corrected.
- d. If retainage is reduced and the Contractor does not maintain satisfactory progress or quality of the Work, or for other specific cause, retainage of up to five percent (5%) of the amount of any subsequent periodic payment may be withheld as determined by the Engineer/Architect or Owner.

Retainage for stored materials shall be included in retainage withholding described above, except that the value of materials stored on site shall not exceed twenty percent (20%) of the Contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete.

The Contractor is hereby advised that it should not assume that any retainage reduction herein described will be automatic, but that instead, a reduction will be made at the sole discretion of the Owner, consistent with North Carolina law. Any reduction in the amount of retainage on payments shall be with the written consent of the Contractor's surety. The Contractor is responsible for obtaining such consent and submitting the same with its payment request.

Interest on payments required by N.C.G.S. 143-134.1 shall be zero percent (0%), unless otherwise required by law. [* Specifier may require a different percentage to suit individual contract requirements after consultation with the Engineer/Architecting Director of the Town of Clayton]

5. Beginning with the second Application for Payment, each Application shall include evidence that payment received on the basis of materials and equipment not incorporated and suitably stored, has in fact been paid to the respective Supplier(s) within sixty days of payment by Owner. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment.
6. Each Application for Payment shall include the current list of Subcontractors and Suppliers providing labor or materials to the Site. Failure to provide an accurate list, or the existence of Subcontractors or materials at the Site that have not been approved by the Owner and the Engineer/Architect, may result in the withdrawal of previous approval(s) and/or removal of the cost of labor and/or materials provided by unapproved Subcontractors and/or Suppliers from the current and future Applications for Payment.

Each Application for Payment shall include an updated Progress Schedule, Town of Clayton Sales Use Tax form, including supporting documentations of invoices numbers indexed on the form, , MWBE reporting form, and any other supporting documentation deemed necessary by the Contract Documents, Engineer/Architect or Owner.

C. Review of Applications

1. Engineer/Architect will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer/Architect's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer/Architect's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer/Architect to Owner, based on Engineer/Architect's observations of the executed Work as an experienced and qualified design professional, and on Engineer/Architect's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer/Architect's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer/Architect's responsibility to observe the Work and,

- d. any fines owed by Contractor (to third parties or the Owner), setoffs, amounts due to owner due to damage caused by contractor to Owner property or facilities, or other reductions in the amount due to Contractor have been subtracted from the current or previous Applications for Payment.
- 3. Except as, but only to the extent, specified in any separate agreement between the Owner and the Engineer/Architect by recommending any such payment Engineer/Architect will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer/Architect in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Except as, but only to the extent, specified in any separate agreement between the Owner and the Engineer/Architect, neither Engineer/Architect's review of Contractor's Work for the purposes of recommending payments nor Engineer/Architect's recommendation of any payment, including final payment, will impose responsibility on Engineer/Architect:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer/Architect may refuse to recommend the whole or any part of any payment if, in Engineer/Architect's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer/Architect will recommend reductions in payment (set-offs) necessary in Engineer/Architect's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer/Architect has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- f. Engineer/Architect has knowledge of any setoff, fine, or other reduction in the amount due to Contractor in connection with the Application for Payment and such amount has not been properly accounted for the Application for Payment.
- g. the Application for Payment is in any way incomplete; or
- h. Unapproved Subcontractors or Suppliers are performing Work at or supplying materials to the Site.
- i. any outstanding supporting documents required under the contract documents.

D. *Payment Becomes Due*

- 1. Thirty days after presentation of the Application for Payment to Owner with Engineer/Architect's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- 2. Should Contractor neglect to pay any undisputed claims made in writing to Owner within thirty days after completion of the Work or any portion thereof, and continuing unsatisfied for a period of ninety days, Owner may pay such claim and deduct the amount thereof from the balance due Contractor. Owner may also, with the written consent of contractor, use any monies retained, due, or to become due under this Contract for the purpose of paying for both labor and materials for such Work, even if claims have not been filed, if there is reasonable evidence that such a claim will be filed.
- 3. Payment under the Payment Bond and the withholding of retainage by the Owner for claims shall not be mutually exclusive protections for Owner. The owner may exercise both.
- 4. Any and all liens for work and materials may be paid off by Owner within a reasonable time after filing for record of a notice of such liens in accordance with State and local laws, except where the claim on which the lien is filed is being actively litigated by Contractor; in such case Owner may pay the amount of any final judgment or decree or any such claim within a reasonable time after such final judgment or decree shall be rendered.
- 5. All monies paid by Owner in settlement of liens as aforesaid, with all costs and expenses incurred by Owner in connection therewith, shall be charged to Contractor, shall bear interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank, and shall be deducted from the next payment(s) due Contractor under the terms of this Contract or shall be reimbursed by Contractor immediately upon receipt by the Contractor of an invoice therefor by the Owner if insufficient payments are outstanding to the Contractor to cover such costs and expenses.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer/Architect, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or Engineer/Architecting costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
 - m. Insufficient funds have been deducted from the Application for Payment to cover all fines owed by Contractor (to third parties or the Owner) and other setoffs and reductions in the amount due to the Contractor in connection with the Application for Payment.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer/Architect, Owner will give Contractor immediate written notice (with a copy to Engineer/Architect) stating the reasons for such

action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner. Upon payment by Owner after submission by Contractor of an Application for Payment, all Work covered thereby shall be deemed to belong to the Owner without need for further documentation evidencing such conveyance of title.
- B. No materials or supplies for the Work shall be purchased by Contractor or any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. Contractor warrants that Contractor has good title to all materials and supplies used by Contractor in the Work, free from all liens, claims or encumbrances.
- C. Contractor shall indemnify and save Owner harmless from all claims growing out of the lawful demands of Subcontractors, Suppliers, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. Contractor shall at Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If contractor fails to do so, then Owner may, after having provided ten (10) days' written notice on Contractor, withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims. The owner may hold such withheld money until satisfactory evidence is furnished that all liabilities have been fully discharged or use the money to pay the unpaid obligations. Once the obligations have been satisfied, payment to Contractor shall be resumed in accordance with the terms of this Contract. In no event shall the provisions of this paragraph be construed to impose any obligations upon Owner to either Contractor or Contractor's Surety. In paying any unpaid bills of the Contractor, Owner shall be deemed the agent of Contractor, and any payment so made by Owner shall be deducted from the Contract Price due to Contractor. Owner shall not be liable to Contractor for any such payment made in good faith.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer/Architect in writing that the entire Work is substantially complete and request that Engineer/Architect issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer/Architect an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer/Architect shall make an inspection of the Work to determine the status of completion. If Engineer/Architect or Owner does not consider the Work substantially complete, Engineer/Architect will notify Contractor in writing giving the reasons therefor.
- C. If Engineer/Architect and Owner consider the Work substantially complete, Engineer/Architect will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer/Architect shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer/Architect as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer/Architect concludes that the Work is not substantially complete, Engineer/Architect will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer/Architect concludes that the Work is substantially complete, then Engineer/Architect will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer/Architect believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list unless the Owner has stopped or suspended Work or terminated the Contract pursuant to the terms hereof

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer/Architect, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer/Architect will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 2. At any time, Contractor may notify Owner and Engineer/Architect in writing that Contractor considers any such part of the Work substantially complete and request Engineer/Architect to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer/Architect shall make an inspection of that part of the Work to determine its status of completion. If Engineer/Architect does not consider that part of the Work to be substantially complete, Engineer/Architect will notify Owner and Contractor in writing giving the reasons therefor. If Engineer/Architect considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.
 5. Payment in full for portions of the Project that are completed and used by Owner shall not be made until the entire Project has been completed. Partial payments and retainage shall continue to be handled pursuant to N.C.G.S. 143-134.1

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer/Architect will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer/Architect, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. *Engineer/Architect's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer/Architect's observation of the Work during construction and final inspection, and Engineer/Architect's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer/Architect is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer/Architect will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer/Architect's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer/Architect's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer/Architect will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final

payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer/Architect will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer/Architect's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due*: Upon receipt from Engineer/Architect of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer/Architect for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer/Architect.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of Engineer/Architects, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed, or if such correction or removal and replacement took longer than one year, then for such period of time as the correction or removal and replacement took. All warranties for the Work so affected shall be extended for the same amount of time.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer/Architect. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate the Contract or Suspend the Work for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination of the contract and/or suspension of the Work for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer/Architect.
5. Contractor's abandonment of the Work, or sublet or assignment of its rights and/or responsibilities under this Contract, or any part thereof, without the previous written consent of Owner, or the Contractor's assignment of any claim under the Contract without the previous written consent of the Owner or otherwise than as herein specifically permitted; or
6. Delays within the control of the Contractor, pursuant to Paragraph 12.04.A, have caused or will shortly cause the Work to interfere with the intended use of the Site, or a portion thereof, for other purposes, which interference would not have occurred if Contract Times had been met.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 7 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer/Architects,

architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer/Architect as to their reasonableness and, when so approved by Engineer/Architect, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed and may pay more than the prevailing rate if necessary to have the Work completed in accordance, or as close thereto as feasible, with the original Progress Schedule and Contract Times

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D as applicable by law. If the termination procedures of the bond do not conform to the provisions of Paragraphs 16.02.B and 16.02.E, then Contractor shall be required to replace the bond with one that does comply, unless Owner specifically agrees otherwise in writing
- H. If the Owner suspends Work due to repeated unsafe Work conducted by the Contractor, confirmed by subsequent inspection by OSHA NC, then the Contractor shall not be allowed any adjustment in the Contract Price or extension of Contract Times for delays caused by such suspension, and Contractor shall bear all responsibilities under this Contract for such delays.

16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to Contractor and Engineer/Architect, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such completed and acceptable Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination,
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.
- C. Upon receiving the Owner's notification of termination of the Contract, the Contractor shall immediately and expeditiously terminate any ongoing Work and inform its Subcontractors

and Suppliers of termination, all so as to minimize the costs, expenses and other damage sustained prior to the effective date of the termination

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer/Architect fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due and not disputed by either party, then Contractor may, upon 7 days' written notice to Owner and Engineer/Architect, and provided Owner or Engineer/Architect do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer/Architect has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due and not disputed by either party, Contractor may, 7 days after written notice to Owner and Engineer/Architect, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in these General Conditions or in any Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to Johnston County Superior Court.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer/Architect, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer/Architect, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of North Carolina

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 *Amendments*

- A. This Contract may only be amended in writing by an instrument executed by the party or parties granting additional rights against it to others or upon whom additional obligations are being imposed.

18.12 *Dissemination of Information*

It is expressly agreed and understood that the Contractor shall not at any time publicly disseminate any information concerning the Project without prior approval from the Owner. Such approval will not be unreasonably withheld but may be given with certain stipulations, such as Owner participation in the creation of the public product or Owner review and the option to refuse ultimate release of the final product should it fail to meet the Owner's standards and goals. Public dissemination includes but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, professional papers or presentations, news releases, articles, or other media products, and/or Contractor's business collateral pieces.

18.13 *Forms*

The form of all submittals, notices, change orders, and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Engineer/Architect. Standard forms that Engineer/Architect expects to use are contained in the pages of the Supplementary Conditions.

The Notice Address for the Owner shall be:

Town of Clayton

Attention Engineer/Architecting Department

111 East Second Street

Clayton, NC 27520

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

SC-1.01 A – Add the following Definition and Terminology

1. *Mobilization* — The preparatory work and operations necessary to move personnel, materials, and equipment to the project site. This includes all activities required to set up for the commencement of work, such as transportation, establishment of temporary facilities, securing permits, and any other actions needed to ensure the project is ready to begin
2. *Change Order* — A written document, signed by both the Contractor and the Owner, that authorizes changes to the scope of work, including additions, deletions, or revisions. It may also adjust the Contract Price, Contract Time, or other terms of the Contract. A Change Order is issued after the Effective Date of the Contract and can address non-engineering or non-technical aspects in addition to construction-related changes.
3. *Specifications* — The component of the Contract comprising the written technical descriptions and requirements for materials, equipment, systems, standards, and workmanship related to the Work. Specifications also outline relevant administrative details, procedural requirements, and other conditions applicable to the project. This includes all sections listed under the Technical Specifications within the Project Manual.
4. *Substantial Completion* — The stage in the progress of the Work (or a specified portion thereof) when, in the opinion of the Engineer and with the Owner's approval, the Work is sufficiently complete in accordance with the Contract Documents so that it can be utilized for its intended purpose. The terms "substantially complete" and "substantially completed" refer to the achievement of Substantial Completion for all or part of the Work.
5. *Work* — The complete construction project or its separately identifiable components, as required by the Contract Documents. Work includes all labor, materials, equipment, services, and documentation necessary or appropriate to execute the construction, including furnishing,

installing, and integrating all required elements. It also encompasses related services such as testing, start-up, commissioning, and any other tasks specified or implied in the Contract Documents to achieve final completion.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish Contractor **ONE (1)** printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

SC-2.05 A

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **15 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the

changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

C. *Software Requirements for Electronic Document Exchange; Limitations*

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

- 1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.

2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$[number] per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Add the following new paragraph to 3.01C

Where Division 01 General Requirements may conflict with the town of Clayton Modified General Conditions or these Supplementary Conditions, the provisions of the General Conditions and Supplementary Conditions shall take precedence and govern.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

SC - 4.04 Add the following new paragraphs to 4.04

Progress Schedule

5. The *Progress Schedule* shall be evaluated by the Contractor not less than monthly. An updated and corrected Progress Schedule shall be submitted to the Engineer in duplicate and shall show any rescheduling necessary to reflect the true job conditions. This updated Progress Schedule shall be submitted monthly to the Engineer with the Contractor's Application for Payment. When the shortening of various time intervals is necessary to correct for behind-schedule conditions, the Contractor shall indicate the steps necessary to accomplish the Work in the shortest schedule possible. Information regarding the new time intervals and the reasons for them shall be submitted to the Engineer in writing with the revised schedule. The Engineer may withhold progress payments until such time as the Progress Schedule or revised Progress Schedule, if applicable, is received.

6. Monthly Progress Meetings

Each prime contractor is required to attend monthly progress meetings called or scheduled by the Engineer or Owner at the Project Site or other agreeable location. The Contractor shall attend the meeting. The Owner and Engineer will attend this meeting. Each prime contractor shall be represented at these meetings by both its home office and project personnel. These representatives shall have the authority to act on behalf of the Contractor. The meetings shall be open to the Subcontractors, materials suppliers, utility company representatives and any others whose presence and participation would contribute toward maintaining required job progress. It shall be the principal purpose of these meetings to effect coordination, cooperation, and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Project within the specified Contract Times. Each prime contractor shall be prepared to assess the progress of the Work as required in its particular contract and to recommend remedial measures for correction of the progress as may be appropriate. The Engineer, or the representative thereof, will be the coordinator of the meeting and will preside as chair. The Engineer will record notes of the proceedings and decisions and will distribute copies of notes to attendees. The agenda will include, as a minimum: review and approve notes of previous meeting; review progress of work since last meeting; review proposed 30-60 day construction schedule; field observations, problems and conflicts; problems that impede planned progress; corrective measures and/or procedures to regain projected schedule; revise construction schedule as indicated and plan progress during the next work period; submittal status; pending changes; maintenance of quality and work standards; status of community relations and complaint resolution; complete other current business; schedule next progress meeting.

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **0.20** of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Standing snow in excess of one (1.00) inch.
 - iii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: **Zero (0)** degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: **One Hundred (100)** degrees Fahrenheit.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by weather monitoring station at <https://www.weather.gov/>, Clayton, NC Johnston County.
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in table SC-4.05-C-1—Foreseeable Bad Weather Days.
 - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in table in SC-4.05-C-1 Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

Table SC-4.05.C-1—Foreseeable Bad Weather Days

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) ⁽¹⁾	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January	8	1	0
February	6	0	0
March	6	0	0
April	7	0	0
May	5	0	0
June	8	0	0
July	7	0	0
August	5	0	1
September	6	0	0
October	3	0	0
November	5	0	0
December	7	1	0

Notes:

1. Two inches of sleet equals one inch of rain. Five inches of wet, heavy snow equals one inch of rain. Fifteen inches of "dry" powder snow equals one inch of rain.

6. Unexpected Pandemic

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following within paragraph 5.03C

- C. In the preparation of Drawings and Specifications, the Engineer has relied upon reports of surface and subsurface investigation as may be indicated under SC-5.03 E and F. Such reports and drawings are not contract documents.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
N/A		[Identify Technical Data]

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
Library Original Drawings	1979	
Library Addition	1994	
Library Conference Room Addition	2002	
Library SW Conference Room Addition	2006	

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely: **[If there are no such reports, so indicate in the table]**

Report Title	Date of Report	Technical Data
Asbestos Report from Matrix	11/25/2024	

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: **[If there are no such drawings, so indicate in the table]**

Drawings Title	Date of Drawings	Technical Data
N/A		

ARTICLE 6— BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

Performance, Payment, and Other Bonds are due per GC 2.01A. within fifteen (15) days of receiving delivery of the Notice of Award and/or Agreement

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be **1** year after Substantial Completion.
2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **10** percent of the final Contract Price. The warranty bond period will extend to a date **2** years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.H.2 of the General Conditions:

3. For the following Subcontractors, Suppliers, or categories of Subcontractor or Supplier, Contractor shall require the following specified insurance, with policy limits as stated:
[Identify Subcontractors, Suppliers, or categories of same, and insert specific insurance requirements and policy limits]

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **[Here list by legal name (not category, role, or classification) other persons or entities to be included as additional insureds. See GC-6.03.C.]**
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$
Bodily injury by disease—aggregate	\$
Employer's Liability	
Each accident	\$
Each employee	\$
Policy limit	\$
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$ 3,000,000
Products—Completed Operations Aggregate	\$ 3,000,000
Personal and Advertising Injury	\$ 1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$ 1,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$ 1,000,000
Each Accident	\$ 3,000,000

Automobile Liability	Policy limits of not less than:
Property Damage	
Each Accident	\$ 1,000,000
Combined Single Limit (Bodily Injury and Property Damage)	\$

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$ 10,000,000
General Aggregate	\$ 10,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of **\$10,000,00** after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

- N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$
Annual Aggregate	\$

- O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

[Insert additional specific requirements, commonly set by the railroad, here.]

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	\$
Aggregate	\$

- P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	\$
General Aggregate	\$

- Q. *Other Required Insurance:* **[Here list additional types and amounts of insurance that Contractor is required to carry.]**

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. *Builder's Risk Requirements:* The builder's risk insurance must:
1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition

occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

- a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
 4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). ~~If this coverage is subject to a sublimit, such sublimit will be a minimum of \$[amount].~~ The coverage is not subject to a sublimit; it is covered under the Builders Risk Amount for the total cost of construction
 5. extend to cover damage or loss to insured property while in transit. ~~If this coverage is subject to a sublimit, such sublimit will be a minimum of \$[amount].~~ All sublimit amounts are included in the Builders Risk Amount for the total cost of coverage.
 6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
 7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
 8. include performance/hot testing and start-up, if applicable.
 9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
 10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:

- a. The parties are identified in the Builders Risk Insurance Policy
- 11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:
 - a. **Furniture: \$350,000**
- 12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, ~~such sublimit will be a minimum of \$[amount].~~ The coverage is not subject to a sublimit; it is included in the Builders Risk Policy for the total cost of construction
- 13. In addition to the coverage sublimits stated above, the following coverages are also subject to sublimits, as follows:
 - a. **Coverage is not subject to sublimit.**
- SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:
 - G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.
- SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:
 - H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.
 - 1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible ~~amount of no more than \$[number] for direct physical loss in any one occurrence.~~ This is identified in the Builders Risk Policy
- SC-6.04 Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:
 - A. *Installation Floater*
 - 1. Contractor shall provide and maintain installation floater insurance on a broad form or "all risk" policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work ("Covered Property"). Coverage under the Contractor's installation floater will include loss from covered "all risk" causes (perils) to Covered Property:
 - a. of the Contractor, and Covered Property of others that is in Contractor's care, custody, and control;
 - b. while in transit to the Site, including while at temporary storage sites;
 - c. while at the Site awaiting and during installation, erection, and testing;
 - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.

2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.
3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.
4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

ARTICLE 7— CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

SC 7.03 A. Add the following new paragraph: *Contractor Compliance and Personnel Removal* — The Contractor shall comply with all applicable laws and regulations related to employment. If the Owner provides written notice that any individual working on the project is deemed incompetent, disorderly, or otherwise unsatisfactory, the Contractor shall promptly remove that person from the project. Such individual shall not be reassigned to the project without the prior written consent of the Owner. The removal of any personnel under this provision shall not warrant any adjustment to the Contract Price or Contract Times

SC-7.03 C Add the following at the end of 7.03C

Regular Working Hours may also take place on Saturday between the hours of 9:00 a.m. and 6:00 p.m. for work not requiring engineering and/or inspection. Saturday work that requires engineering and/or inspections shall be subject to the provisions of Paragraph SC 7.03D. Requests to work other than Regular Working Hours shall be submitted to Engineer not less than 48 hours prior to any proposed additional daily working hours (including second and third shifts), additional weekend work or scheduled extended work weeks. All requests to work other than Regular Working Hours must comply with all applicable regulations and ordinances. Engineer/Owner shall review requests, and Engineer/Owner shall either (1) deny the request or (2) provide Contractor with terms for additional engineering and/or inspection costs to be paid for by Contractor as a result of overtime work in excess of the Regular Working Hours. The contractor shall agree to Engineer's terms prior to Engineer approving Contractor's request to work other than Regular Working Hours.

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

A. Owner's legal holidays are

Town Holiday's
Holiday
New Year's Day
Martin Luther King Jr.'s Birthday
Good Friday
Memorial Day
Juneteenth
Independence Day

Labor Day
Veteran's Day
Thanksgiving
Christmas

SC-7.03 Add the following new paragraph immediately after SC-7.03C

- B. The cost of such overtime Work or the performance of Work on a Saturday, Sunday, or any legal holiday shall be borne by the Contractor. Contractor shall reimburse the Owner for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the Regular Working Hours stipulated in Paragraph SC 7.03C. At Owner's option, overtime costs may either be deducted from the Contractor's monthly payment request or deducted from the Contractor's retention prior to release of final payment. Overtime costs for the Owner's personnel shall be based on the individual's current overtime wage rate. Overtime costs for personnel employed by the Engineer or Owner's independent testing laboratory shall be calculated in accordance with the terms of their respective contracts with the Engineer or the Owner.

SC-7.04 Add the following new paragraphs immediately after 7.04C

- D. **Delivery of Equipment and Materials:** All materials and equipment delivered to the Site shall be accompanied by certificates signed by an authorized officer of the Supplier, and notarized, guaranteeing that the materials and equipment conform to Specification's requirements. Such certificates shall be immediately turned over to the Engineer. Materials and equipment delivered to the Site without such certificates shall be subject to rejection by the Engineer. The Contractor shall ensure that equipment and materials to be incorporated in the Work shall be delivered to the Site sufficiently in advance of their installation and use in order to prevent delay in the execution of the Work, and that they shall be delivered to the Site, as nearly as is feasible, in the other required for executing the Work. The Contractor shall provide for continuity of supply to avoid changes of supplies or manufacturers or changes in brands of materials during the Work. The Contractor shall deliver packaged materials to the Site in the manufacturer's original, unopened, labeled containers and shall not open such containers until the approximate time for the use of the contents.
- E. **Storage and Protection of Equipment and Materials:** The Contractor shall protect all equipment and materials from deterioration and damage, whether title to same has passed to the Owner or not. Any equipment or materials of whatever kind that may have been damaged or deteriorated from any cause shall be removed and replaced by new and satisfactory items, at the Contractor's expense, including expenses of labor and materials for such removal and replacement. The Contractor shall store all equipment and materials at the Site in accordance with the manufacturer's recommendations, as directed by the Engineer, and in conformity with applicable statutes, ordinances, regulations, and rulings of any public authority having jurisdiction. The Contractor shall store the cementitious and/or wood materials in dry, weather-tight, ventilated spaces. The Contractor shall store ferrous materials to prevent contact with the ground and to prevent rusting and damage from weather. The Contractor shall store masonry materials to prevent them from coming in contact with earth or staining materials and shall cover and protect such materials against weather, moisture, neglect and damage. The Contractor shall protect materials and equipment from equipment damage, weather, moisture, neglect, and construction operations. The Contractor shall not store unnecessary materials or

equipment on the Site and shall take care to prevent any structure from being loaded with a weight that may endanger its security or the safety of persons and property. If the Site is such that equipment and materials cannot be safely stored at the Site, then the Contractor shall be responsible for locating and providing storage areas for equipment and materials. Such storage shall comply with all applicable statutes, ordinances, regulations and rulings of public authorities having jurisdiction. The Contractor shall timely pay all storage fees for equipment and materials stored off-site.

7.13 *Safety and Protection*

SC-7.13 Insert the following after the second sentence of Paragraph 7.13.G:

The following Owner safety programs are applicable to the Work: **(none)**

ARTICLE 8—OTHER WORK AT THE SITE

8.02 *Coordination*

SC-8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

- C. Owner intends to contract with others for the performance of other work at or adjacent to the Site.
 - 1. (none)

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.13 *Owner’s Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner’s Site Representative*

- A. (Town of Clayton Engineering Department oversight)

ARTICLE 10—ARCHITECT’S/ENGINEER’S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

- 1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 - 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests:* Review Applications for Payment with Contractor.
7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of **N/A**

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to **25%** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **25%** percent from the estimated quantity of such item indicated in the Agreement; and

- b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 *Correction Period*

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be **[number]** years after Substantial Completion.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02. [Note: If there is no Paragraph 17.02, because neither arbitration nor any other dispute resolution process has been specified here in the Supplementary Conditions, then revise this to state "Add the following new Paragraph immediately after Paragraph 17.01" and revise the numbering accordingly].

17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

18.08 *Assignment of Contract*

SC-18.08 Add the following new paragraph immediately after Paragraph 18.08.A:

- B. The contract dated **[date]** between Owner as "buyer" and **[identify seller]** as "seller" for procurement of goods and special services ("procurement contract") **[is hereby] [will be]**

assigned to Contractor by Owner, and Contractor **[accepts] [will accept]** such assignment. A form documenting the assignment is attached as an exhibit to this Contract.

1. This assignment will occur on the **[Effective Date of the Contract]**, and will relieve the Owner as “buyer” from all further obligations and liabilities under the procurement contract.
2. Upon assignment, the “seller” will be a Subcontractor or Supplier of the Contractor, and Contractor will be responsible for seller’s performance, acts, and omissions, as set forth in Paragraph 7.07 of the General Conditions just as Contractor is responsible for all other Subcontractors and Suppliers.
3. Notwithstanding this assignment, all performance guarantees and warranties required by the procurement contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Contractor.
4. Except as noted in the procurement contract, all rights, duties and obligations of Engineer to “buyer” and “seller” under the procurement contract will cease **[upon the assignment to Contractor]**.

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version [number] or later			
DWG	Autodesk® AutoCAD .dwg format Version [number]			
DOC	Microsoft® Word .docx format Version [number]			
EXC	Microsoft® Excel .xls or .xml format Version [number]			
DB	Microsoft® Access .mdb format Version [number]			

EXHIBIT B—GEOTECHNICAL BASELINE REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

1.01 Definitions

SC-1.01 Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

1. *Geotechnical Baseline Report (GBR)*—The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR's own terms. The GBR is a Contract Document.
2. *Geotechnical Data Report (GDR)*—The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

5.03 Subsurface and Physical Conditions

SC-5.03 Delete Paragraph 5.03 in its entirety and replace with the following:

5.03 Subsurface and Physical Conditions

A. *Reports and Drawings*: The Supplementary Conditions hereby identify:

1. those reports of explorations and tests of subsurface conditions at or adjacent to the Site (other than any Geotechnical Data Report or Geotechnical Baseline Report) that contain Technical Data. Such reports are as follows:
 - a. *Report Title*: **N/A**
 - b. *Date of Report*: **N/A**
 - c. *Technical Data in report upon which Contractor may rely*: **N/A**
2. those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data. Such drawings are as follows:
 - a. *Drawings and Date created*: **Library Original (1979), Library Addition (1994), Library Conference Room Addition (2002), Library SW Conference Room Addition (2006)**

3. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at **[location]** during regular business hours, or may request copies from Engineer, at the cost of reproduction.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph SC-5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Delete Paragraph 5.04 in its entirety and replace with the following:

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:
 1. differs materially from conditions shown or indicated in the GBR; or
 2. differs materially from conditions shown or indicated in the GDR, to the extent the GBR is inapplicable; or
 3. differs materially from conditions shown or indicated in Contract Documents other than the GBR or GDR, to the extent the GBR and GDR are inapplicable; or
 4. to the extent the GBR and GDR are inapplicable, is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

5. to the extent the GBR and GDR are inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or
6. to the extent the GBR and GDR are inapplicable, is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph SC-5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption or continuation of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph SC-5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 of the General Conditions; and

- c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph SC-5.04.A.
 - 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment must be set forth in a Change Order.
 - 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 of the General Conditions governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 of the General Conditions governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs SC-5.03 and SC-5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.



Section 6

Administrative Forms

CONTRACT ADMINISTRATION FORMS

All Town of Clayton Administration forms must be used throughout the project. For word or excel format of any of the forms, please contact the Town of Clayton Project Manager

GUIDELINES FOR THE INTENDED USE OF EJCDC C-620, APPLICATION FOR PAYMENT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

The Application for Payment is used to facilitate periodic progress payments to the Contractor for Work completed and for stored materials and equipment (referred to in this document as "Stored Materials").

For additional information regarding the Application for Payment, see EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.01, and EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

2.0 APPLICATION FOR PAYMENT OVERVIEW

This document was prepared in Microsoft Excel due to the number of calculations involved in the preparation of the Application for Payment. The application consists of a Summary worksheet, and 3 supporting worksheets: Lump Sum worksheet, Unit Price worksheet, and Stored Materials worksheet.

- 2.1 *Summary Worksheet* — calculates the amount to be paid to the Contractor at the end of each Application for Payment period. This calculation imports numbers from the supporting worksheets to determine the value of the Work completed and Stored Materials, calculate retainage, and deduct amounts previously paid to determine the amount the Contractor should be paid for the current application period. Application periods are typically one month; however these periods may be extended when Contractor's efforts do not result in the billable completion of Work or storage of materials and equipment during the payment period.
- 2.2 *Lump Sum Worksheet* — calculates the total value for completed Work for which compensation is paid on a Lump Sum basis. The schedule of values included in this worksheet reflects a breakdown of lump sum Work items to which Contractor and Engineer have agreed, pursuant to Article 2 of the General Conditions. Costs for Stored Materials associated with lump sum items are included on this worksheet to calculate the total value for completed lump sum Work and associated Stored Materials. This total is exported to the Summary worksheet. Separate totals for Work Completed and for materials currently stored are also exported to the Summary worksheet for use in calculating the amount of retainage to be held for each.
- 2.3 *Unit Price Worksheet* — calculates the total value for completed Work for which compensation is paid on a Unit Price basis. The schedule of values included in this spreadsheet is typically a tabulation of Unit Price items from the Agreement. Costs for Stored Materials associated with unit price items are included in this worksheet to calculate the total value for completed Unit Price Work and associated Stored Materials. This total is exported to the Summary worksheet. Separate totals for Work Completed and for Materials Currently Stored are also exported to the Summary worksheet for use in calculating the amount of retainage to be held for each.

- 2.4 *Stored Materials Worksheet* — calculates the total value for materials and equipment that have been purchased and are being stored until they are incorporated into the Work. This worksheet adds materials and equipment to the worksheet as they are brought to the site and stored; such Stored Materials are then deducted from the Stored Materials worksheet total as they are incorporated into the Work, providing a running net value for the materials and equipment remaining in storage. The values of Stored Materials must be manually added to the Lump Sum or Unit Price line items. These do not automatically update when changes are made. The amount of materials remaining in storage is eligible for payment but must be tracked separately from Work completed since different retainage rates may apply to Work completed and Stored Materials.

3.0 Instructions for filling out the Payment Application form

- 3.1 Project-specific information is to be entered in the top portion (header) of the Summary worksheet. This same information will automatically be copied to the other worksheets to complete the headers on all other worksheets.
- 3.2 Outside of the header, data can be entered in non-shaded cells when the sheet is protected. Cells shaded light blue contain equations that will automatically transfer data from other cells or make calculations to complete the worksheet. Altering any of these cells can result in errors in the Application for Payment. It is recommended that the worksheets be protected at all times unless alterations are deliberately being made to the Application for Payment form other than to enter data. See Paragraph 4.0 below for information on Protection of Worksheets.
- 3.3 Enter information regarding each item in the Lump Sum and/or Unit Price worksheets. For Lump Sum projects, each item should represent an item in the schedule of values prepared by the Contractor and approved by the Engineer/Owner, breaking down the Lump Sum amount into measurable components. For Unit Price contracts, use numbers from the Agreement as the schedule of values. Specific information on the data to be entered into each column may be seen by clicking on the header description for that column. Similar comments may be seen for cells in the "Totals" row that indicates how the number is calculated and where this number is exported to another part of the spreadsheet. See the Commentary for additional information.

- 3.4 The equations in the Summary worksheet use numbers imported from both the Lump Sum and Unit Price worksheets. Projects will typically either use the Lump Sum or the Unit Price worksheet, but some projects may use both. If one of the worksheets is not used, it should be hidden and not deleted. If it is deleted, Users will need to correct the equations in the Summary worksheet by unprotecting the worksheet and editing the equations. To hide a worksheet, right click on the worksheet tab at the bottom of the worksheet and select "Hide." To unhide a worksheet, right click on any worksheet tab and select "Unhide," and then select the worksheet to unhide and click "Okay." This same process may be used to hide these Guidelines for Use.
- 3.5 EJCDC C-620 contains calculation functions that are provided solely for the convenience of the user. EJCDC and its Sponsoring Organizations do not warrant or guarantee the accuracy or completeness of any information generated by the calculator.

4.0 Protection of Worksheets

- 4.1 The cells in this Workbook that create the forms or contain equations have been coded to "lock" the cells that should not be altered. It is recommended that the Workbook be Protected (cells locked) at all times unless it is necessary to add or delete rows. Directions for adding and deleting rows are provided in the next section. Passwords can be used to lock the Protect / Unprotect settings on spreadsheets, however the worksheets in this workbook do not require a password.
- 4.2 To unprotect a worksheet, click on the "Review" menu tab at the top of Excel, then click "Unprotect Sheet." To protect a worksheet, click on the "Review" menu tab at the top of Excel, then click "Protect Sheet." This will open a dialog box in which the User is allowed to select protection options. It is recommended that only the top two checkboxes for "Select Locked Cells" and "Select Unlocked Cells" be checked. This will reset the protection for the Worksheet.

5.0 Adding and Deleting Rows

- 5.1 A limited number of blank rows are provided in the Lump Sum, Unit Price, and Stored Material worksheets. Additional rows may be added to these worksheets by the User. The first step in this process is to unprotect the worksheet as previously discussed. After the sheet is unprotected, move with caution to prevent inadvertently deleting any cells that contain equations. To insert a row, right click in the row heading at the left of the spreadsheet and select "Insert." A new row will be inserted at the location where the cursor was placed in the row heading. If more than one new row is desired, left click and drag the cursor to include the desired number of rows, right click in the selected row headings and then select "Insert." It is important that the line immediately above the "Totals" row not be included in the rows selected. Doing so will require that equations in the "Totals" row be adjusted. When rows are inserted, Excel automatically adjusts the equations to include the new rows, unless the row directly above the "Totals" row is also selected.
- 5.2 After new rows are inserted, it is important to copy a line from one of the original rows so correct formatting and equations are copied into each new row. To do this, select the row to be copied by clicking the cell in Column A and dragging the cursor to the last column in the table. Then select "Copy" from the menu or type CTRL+C to copy the cells. Excel will show that this row has been copied by showing a moving dashed line around the cells that are to be copied. Then select the new rows into which the information is to be copied as before and select Paste from the menu or type CTRL+V.
- 5.3 To delete an unused row, right click in the row heading on the left of the spreadsheet for the row to be deleted and select "Delete." The selected row will be deleted. If more than one row is to be deleted, left click and drag the cursor to the desired number of rows to be deleted and then right click to open the menu and select "Delete." Unlike the admonition on adding new rows, it is okay to delete the row just above the "Totals" row.
- 5.4 After rows have been added or deleted, it is important reset the worksheet protection.

6.0 Saving Files

This file is provided as a Microsoft® Excel Open XML workbook template (.xltx) to prevent this file from being inadvertently changed. When an application for payment is created for a specific project it should be saved as an Excel workbook (.xlsx) file. To do this, select Save As (F12), type in a new file name and select Excel Workbook (.xlsx) from the drop down Save As Type menu.

7.0 License Agreement

This document is subject to the terms and conditions of the License Agreement, 2018 EJCDC® Construction Series Documents. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

Contractor's Application for Payment

Owner: <u>Town of Clayton</u> Engineer: _____ Contractor: _____ Project: _____ Contract: _____	Owner's Project No.: _____ Engineer's Project No.: _____ Contractor's Project No.: _____																																				
Application No.: _____ Application Date: _____																																					
Application Period: From _____ to _____																																					
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 10%; text-align: center;">\$</td><td style="width: 20%; text-align: right;">-</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: center;">\$</td><td style="text-align: right;">-</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: center;">\$</td><td style="text-align: right;">-</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: center;">\$</td><td style="text-align: right;">-</td></tr><tr><td>5. Retainage</td><td></td><td></td></tr><tr><td> a. _____ X \$ - Work Completed =</td><td style="text-align: center;">\$</td><td style="text-align: right;">-</td></tr><tr><td> b. _____ X \$ - Stored Materials =</td><td style="text-align: center;">\$</td><td style="text-align: right;">-</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: center;">\$</td><td style="text-align: right;">-</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: center;">\$</td><td style="text-align: right;">-</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td></td><td></td></tr><tr><td>8. Amount due this application</td><td style="text-align: center;">\$</td><td style="text-align: right;">-</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td><td style="text-align: center;">\$</td><td style="text-align: right;">-</td></tr></table>		1. Original Contract Price	\$	-	2. Net change by Change Orders	\$	-	3. Current Contract Price (Line 1 + Line 2)	\$	-	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-	5. Retainage			a. _____ X \$ - Work Completed =	\$	-	b. _____ X \$ - Stored Materials =	\$	-	c. Total Retainage (Line 5.a + Line 5.b)	\$	-	6. Amount eligible to date (Line 4 - Line 5.c)	\$	-	7. Less previous payments (Line 6 from prior application)			8. Amount due this application	\$	-	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-
1. Original Contract Price	\$	-																																			
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8. Amount due this application	\$	-																																			
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	-																																			
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																																					
Contractor: _____																																					
Signature: _____ Date: _____																																					
Recommended by Engineer By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____																																				
Approved by Funding Agency By: _____ Title: _____ Date: _____	 By: _____ Title: _____ Date: _____																																				

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Town of Clayton		Owner's Project No.:						
Engineer:		Engineer's Project No.:						
Contractor:		Contractor's Project No.:						
Project:								
Contract:								

Application No.:		Application Period:		From	to	Application Date:		

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
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Original Contract Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Town of Clayton		Owner's Project No.:						
Engineer:		Engineer's Project No.:						
Contractor:		Contractor's Project No.:						
Project:								
Contract:								

Application No.:	Application Period:	From	to		Application Date:			

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
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Change Order Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders								
Project Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Contractor's Application for Payment

Owner:	Town of Clayton	Owner's Project No.:	
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:			
Contract:			

Application No.:	Application Period:	From	to	Application Date:

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
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Contractor's Application for Payment

Owner:	Town of Clayton	Owner's Project No.:	
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:			
Contract:			

Application No.:	Application Period:	From	to	Application Date:

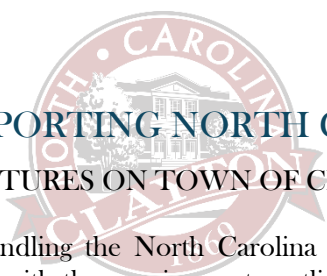
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
					-		-		-		-
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Change Order Totals					\$ -		\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders											
Project Totals					\$ -		\$ -	\$ -	\$ -		\$ -

Contractor's Application for Payment

Owner:	Town of Clayton	Owner's Project No.:	
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:			
Contract:			

Application No.:	Application Period:	From	to	Application Date:

[illegible]



PROCEDURE FOR REPORTING NORTH CAROLINA SALES TAX SALES TAX EXPENDITURES ON TOWN OF CLAYTON CONTRACTS

1. The following procedure in handling the North Carolina Sales Tax is applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the owner may recover the amount of the tax permitted under the law.
2.
 - (a) It shall be the general contractor's responsibility to furnish the owner documentary evidence showing the materials used and sales tax paid by the general contractor and each of his subcontractors. Any county sales tax included in the contractor's statements must be shown separately from the state sales tax. If more than one county is shown, each county shall be listed separately.
 - (b) The documentary evidence shall consist of a certified statement, by the general contractor and each of his subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes by each county paid each vendor. The certified statement must show the invoice number(s) covered and inclusive dates of such invoices. State sales tax shall be listed separately from county sales tax. If more than one county is shown, each county shall be listed separately.
 - (c) Materials used from general contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
 - (d) The general contractor shall not be required to certify the subcontractor's statements.
 - (e) The documentary evidence to be furnished to owners eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by contractors and subcontractors in the performance of contracts with churches, orphanages, hospitals not operated for profit, educational institutions not operated for profit, and other charitable or religious institutions or organizations not operated for profit and incorporated cities, towns, and counties in this State. The documentary evidence is to be submitted to the above-named institutions, organizations, and governmental units to be included in claims for refunds to be prepared and submitted by them to obtain refunds provided by G.S. 105-164.14 and is to include the purchases of building materials, supplies, fixtures, and equipment which become a part of or annexed to buildings or structures being erected, altered, or repaired under contracts with such institutions, organizations or governmental units.
3. The contractor or contractors to whom an award is made on this project will be required to follow the procedure outlined above.
 - (a) The contractor or contractors to who an award is made on this project will be required to use the Sales and Use Tax form provided by the Town of Clayton. The contractor or contractors must submit the Sales and Use Tax form with each application for payment, even if Sales and Use Tax is zero (0) for the payment period. The contractor or contractors must provide a copy of the excel file used to document the Sales and Use Tax.
4. The contractor is advised that all requests for payment, partial or final, for work completed under this contract must include a sales tax report submitted in accordance with the procedures outlined above.

State of North Carolina

Sales and Use Tax Report

Summary Totals & Certification

OWNER:	Town of Clayton		Project:				
CONTRACTOR:			For Period:				
ADDRESS:			To:				
Name of Vendor	Address	Invoice Number	Date	Invoice Amount	N. C. Tax	County Tax	Name of County
TOTAL					\$	\$	

I certify that the above figures do not include any tax paid on supplies, tools and equipment which were used to perform this contract and only includes those construction materials, supplies, fixtures, and equipment which actually became a permanent part of the project. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

Sworn to and subscribed before me,

This the _____ day of _____

Notary Public

My Commission Expires:

Signed

Print or Type Name & Title

NOTE: Attach all Supporting Invoice Documents with this form



CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Waiver and Release Number: _____

Payment Application Number: _____

IDENTIFYING INFORMATION

Contractor Name: _____

Customer Name: _____

Property Owner: _____

Work Description: _____

Project Name: _____

Property Location: _____

CONDITIONAL WAIVER AND RELEASE

This Conditional Waiver and Release on Progress Payment is effective only on the Contractor's receipt of payment as described below. A person should not rely on this document unless satisfied that Contractor has received payment.

Except as listed in the Exceptions section below, Contractor conditionally waives and releases any (i) liens and encumbrances, (ii) right to assert a lien or encumbrance, (iii) common law or statutory payment bond right, (iv) stop payment notices, (v) claim for payment, and (vi) rights under any similar ordinance, rule, or statute related to claim or payment that Contractor has or may have with respect to the (1) Work, (2) Project or Property and improvements thereon, (3) labor, services, materials, fixtures, apparatus, equipment, or machinery furnished for the Project or Property, and (4) monies, funds, or other considerations due or to become due arising out of the Work.

Contractor represents that all debts owed to any third party relating to the goods or services covered by this Conditional Waiver and Release on Progress Payment have been paid or will be timely paid.

This Conditional Waiver and Release on Progress Payment is effective only on Contractor's receipt of payment in accordance with the following payment terms:

Describe method by which payment will be made to the Contractor: _____

Maker of payment: _____

Amount of payment: _____

Identify party to whom full or partial payment will be made, if other than Contractor: _____

EXCEPTIONS

This Conditional Waiver and Release on Progress Payment covers a progress payment for Work furnished for the Project or the Property and the improvements thereon through _____ ("Effective Date"). This Conditional Waiver and Release on Progress Payment does not cover (i) Work furnished after the Effective Date, (ii) unpaid retention, (iii) extras for which Contractor has not received payment, (iv) pending modifications and changes, (v) disputed claims in the total amount of \$_____ and other exceptions described below, if any:

Other exceptions: _____

(Signature of Contractor's Authorized Representative)

(Date)

STATE OF NORTH CAROLINA
COUNTY OF _____

Signed and sworn to before me this day by _____. Witness my hand and official seal, this ____ day of _____, _____.

_____, Notary Public

My Commission Expires: _____
(SEAL)



UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Waiver and Release Number: _____
Payment Application Number: _____

IDENTIFYING INFORMATION

Contractor Name: _____
Customer Name: _____
Property Owner: _____
Work Description: _____
Project Name: _____
Property Location: _____

UNCONDITIONAL WAIVER AND RELEASE

By execution of this Unconditional Waiver and Release on Final Payment, Contractor acknowledges that it has been paid, and has received, a final payment in sum of \$ _____, for all Work furnished to the Project except as indicated below.

Except as listed in the Exceptions section below, Contractor unconditionally waives and releases any (i) liens and encumbrances, (ii) right to assert a lien or encumbrance, (iii) common law or statutory payment bond right, (iv) stop payment notices, (v) claim for payment, and (vi) rights under any similar ordinance, rule, or statute related to claim or payment that Contractor has or may have with respect to the (1) Work, (2) Project or Property and improvements thereon, (3) labor, services, materials, fixtures, apparatus, equipment, or machinery furnished for the Project or Property, and (4) monies, funds, or other considerations due or to become due arising out of the Work.

Contractor represents that all debts owed to any third party relating to the goods or services covered by this Unconditional Waiver and Release on Final Payment have been paid or will be timely paid.

EXCEPTIONS

This Unconditional Waiver and Release on Final Payment does not cover (i) disputed claims in the amount of: \$ _____ and (ii) other exceptions described below, if any:
Other exceptions: _____

(Signature of Contractor's Authorized Representative)

(Date)

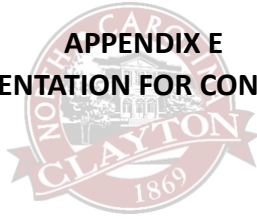
STATE OF NORTH CAROLINA
COUNTY OF _____

Signed and sworn to before me this day by _____. Witness my hand and official seal, this _____ day of _____, _____.

My Commission Expires: _____
(SEAL)

_____, Notary Public

APPENDIX E
MWBE DOCUMENTATION FOR CONTRACT PAYMENTS



Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments made to Minority Women Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	*INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Social and Economically Disadvantage (D)

Date: _____ Approved/Certified By: _____

Name

Title

Signature

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT

REQUEST TO CHANGE A MWBE SUBCONTRACTOR

Contractors must submit this form for **any request** to change any MWBE subcontractor or supplier in connection with the Contract. The Contractor on the Prime Contract (i.e. prime) is responsible for collecting and submitting this form from all subsequent lower tier contractors.

PROJECT NAME			
PROJECT MANAGER		CONTRACT NUMBER	
PRIME CONTRACTOR		CONTACT NAME	
PHONE NUMBER		E-MAIL ADDRESS	
DATE OF CHANGE		TOWN DEPARTMENT	

SECTION 1: PREVIOUS REQUESTS FOR CHANGE

☐ **NO PREVIOUS REQUEST FOR THIS PROJECT/CONTRACT.**

Complete the chart below for all previous Requests to Change a MWBE Subcontractor.

Date of Request	Subcontractor's Company Name	MWBE Classification	Request Approved: Y/N	Work Performed

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Section 2: CURRENT MWBE SUBCONTRACTOR INFORMATION

CURRENT MWBE SUBCONTRACTOR			
SERVICE PROVIDED			
PERCENT OF TOTAL CONTRACT	_____ %	PERCENT OF SUBCONTRACT COMPLETE	_____ %
TOTAL AMOUNT OF SUBCONTRACT	\$ _____	TOTAL AMOUNT PAID TO DATE	\$ _____

Section 3: PROPOSED ACTION (SELECT ONE)

☐ **WORK TO BE SELF-PERFORMED**

Check this box **only** if the work previously performed by the above MWBE subcontractor will be performed with your own current work forces, and you normally perform and have the capability to perform all elements of this work on this Project/Contract with your own current work forces.

☐ **REPLACE MWBE SUBCONTRACTOR**

Section 4: REASON FOR CHANGE (SELECT AT LEAST ONE)

- ☐ The listed MWBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.
- ☐ The listed MWBE is bankrupt or insolvent.
- ☐ The listed MWBE fails or refuses to perform the subcontract or furnish the listed materials.

- ☐ The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications.
- ☐ The subcontractor is substantially delaying or disrupting the progress of the work.
- ☐ Other - explain in detail on company letter head and attach to this Request.

Section 5: NEW SUBCONTRACTOR INFORMATION (IF APPLICABLE)

Complete the information below for the new MWBE subcontractor requested to be changed on the Project/Contract.

Company Name	Contact Person	MWBE Classification	Work to be Performed	Amount of Subcontract	Subcontractor's Percentage of Total Contract

MWBE Classifications: American Indian (AI), Asian American (AA,) Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

If new subcontractor(s) is not MWBE, attach documentation of Good Faith Efforts (Affidavit A).

This the ____ of _____, 20____

Signature _____ Printed Name/Title _____

**TO BE COMPLETED BY
Town**

SIGNATURE:

Original Total Contract Amount: \$ _____	Original Total MWBE Participation _____ %	PRINT NAME:
New Total Contract Amount: \$ _____	New Total MWBE Participation _____ %	DATE:
Contract Amount Impact	MWBE Participation Change	
Increase \$ _____	Increase _____ %	☐ APPROVED
Decrease \$ _____	Decrease _____ %	
No Change ☐	No Change ☐	☐ REJECTED

NOTES:



CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	TOWN OF CLAYTON	Owner's Project No.:	
Engineer <i>(if applicable)</i> :		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project Name:			

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: _____

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Owner: Town of Clayton

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

WORK CHANGE DIRECTIVE NO: ____



Owner:	Town of Clayton	Owner's Project No.:	
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:			
Date Issued:		Effective Date of Work Change Directive:	

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments related to the change to the Work:

Describe Purpose for the Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to *(check one or both)*:

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$		[increase] [decrease] [not yet estimated]
Contract Time:		days	[increase] [decrease] [not yet estimated]

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:

Title:

Date:

Contract Number:



CHANGE ORDER NO.:

DATE:

PROJECT:

Contractor:

Engineer/Architect:

CONTRACTOR is directed to make the following changes in the Contract Documents:

Description:

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$	Original Contract Times: Substantial Completion:
[Increase] [Decrease] from previously approved Change Orders No. to No. \$	[Increase] [Decrease] from previously approved Change Orders No. to No. Substantial Completion:
Contract total prior to this Change Order: \$	Contract Times prior to this Change Order: Substantial Completion:
[Increase] [Decrease] this Change Order: \$	[Increase] [Decrease] this Change Order: No. of Days:
Contract Price incorporating this Change Order: \$	Contract Times with all approved Change Orders: Substantial Completion:

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____	By: _____	By: _____
Engineer/Architect (if required)	TOC Department Head	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____
Title: _____
Date: _____

The adjustment in Contract Sum or Price and/or Contract Time or Times stated in this Change Order shall comprise the total price and/or time adjustment due or owed the CONTRACTOR for the work or changes defined in this Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price and/or time adjustments include the costs and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Sum or Price or Contract Time or Times as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of the waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR waives all rights to file a claim on this Change Order after it is properly executed.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the undersigned have caused the execution hereof:

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF CLAYTON

By: _____

Name: Richard D. Cappola, Jr

Title: Town Manager

Date: _____

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

Finance Officer or Designee

Date

Purchase Order Number _____



FIELD ORDER NO.: ____

Owner:	Town of Clayton	Owner's Project No.:	
Engineer:		Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:			
Date Issued:		Effective Date of Field Order:	

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description of the change to the Work:

Attachments supporting change:

Issued by Owner/Engineer

By: _____

Title: _____

Date: _____



CERTIFICATE OF FINAL COMPLETION

Project Name

Owner

Contractor

Date of Final Completion

Description of Work being Certified for Final Completion:

The above-described work has been reviewed and found to be completed in accordance with the Construction Documents.

AFFIDAVIT AND RELEASE

There are no claims, obligations, or liens outstanding or unsatisfied for labor, serviced, material, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Work which will in any way affect Owners Interest.

Contractor agrees that upon receipt of final payment, it waives and releases all claims against Owner, expect claims previously made in writing to Owner and which remain unsettled at the time of final payment. For Clarity, contractor identifies those unsettled claims as follows: (write "None" if there are no such claims pending)

CERTIFICATION

Contractor certified that it has achieved Final Completion of all Work described in this Certificate of Final Completion.

Contractor represents that it has:

- Furnished to Owner a consent of surety, if any, to final payment;
- Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to the Owner free and clear of any Liens or other title defects or will so pass upon final payment and complete and legally effective releases or waivers of all Lien rights arising out of the Work, and of Liens filed in connection with the Work. (final release of claims and lien waiver)
- Provided Owner with all operating manuals, warranties and other deliverables required by the Contract Documents;

Contractor:**Notary:**

Signature of authorized representative

Sworn to me and subscribed in my presence this

_____ day of _____, 20____

Print Name

Signature of Notary for State of North Carolina

Title

My Commission Expires:

Date**ACCEPTANCE**

The Owner agrees that Final Completion of the above-described Work has been achieved as of the date stated above. Signing this Certificate of Final Completion by the Owner in no way alters the responsibility of the Contractor under the agreement and the Contract Documents including, without limitation, all warranties and guarantees.

Owner:

Signature of authorized representative

Printed Name

Title



Section 7

Technical Documents

PROJECT MANUAL for

Town of Clayton

Hocutt-Ellington Library Renovation

100 Church Street
Clayton NC 27520

Bid Documents
March 28th, 2025

DKA Project Number 2415
Town of Clayton Project Number 700-ENG-2025-12



DAVIS KANE
ARCHITECTS, P A

503-300 Oberlin Road
Raleigh, North Carolina 27605

Phone (919) 833-3737
Fax (919) 755-1771

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SECTION 000110

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233300 - AIR DUCT ACCESSORIES	0
233423 - HVAC POWER VENTILATORS AND FANS	0
233713 - DIFFUSERS, REGISTERS, AND GRILLES	0
236200 - PACKAGED COMPRESSOR AND CONDENSER UNITS	0
237313.13 - INDOOR, BASIC AIR-HANDLING UNITS	0
238126 - SPLIT-SYSTEM AIR-CONDITIONERS	0

DIVISION 25 — INTEGRATED AUTOMATION

NOT USED

DIVISION 26 — ELECTRICAL

260500 - SF - COMMON WORK RESULTS FOR ELECTRICAL	0
260519 - SF - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	0
260526 - SF - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	0
260529 - SF - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	0
260533 - SF - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	0
260544 - SF - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING .	0
260553 - SF - IDENTIFICATION FOR ELECTRICAL SYSTEMS	0
260923 - SF - LIGHTING CONTROL DEVICES	0
262416 - SF - PANELBOARDS	0
262726 - SF - WIRING DEVICES	0
262816 - SF - ENCLOSED SWITCHES AND CIRCUIT BREAKERS	0
265100 - SF - INTERIOR-EXTERIOR LIGHTING	0

DIVISION 27 — COMMUNICATIONS

NOT USED

DIVISION 28 — ELECTRONIC SAFETY AND SECURITY

283111 - SF - DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM 0

DIVISION 31 — EARTHWORK

NOT USED

DIVISION 32 — EXTERIOR IMPROVEMENTS

NOT USED

DIVISION 33 — UTILITIES

NOT USED

DIVISION 34 — TRANSPORTATION

NOT USED

DIVISION 35 — WATERWAYS AND MARINE CONSTRUCTION

NOT USED

DIVISION 40 — PROCESS INTERCONNECTIONS

NOT USED

DIVISION 41 — MATERIAL PROCESSING AND HANDLING EQUIPMENT

NOT USED

DIVISION 42 — PROCESS HEATING, COOLING, AND DRYING EQUIPMENT

NOT USED

DIVISION 43 — PROCESS GAS AND LIQUID HANDLING, PURIFICATION AND STORAGE EQUIPMENT

NOT USED

DIVISION 44 — POLLUTION CONTROL EQUIPMENT

NOT USED

DIVISION 45 — INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT

NOT USED

DIVISION 46 — WATER AND WASTEWATER EQUIPMENT

NOT USED

DIVISION 48 — ELECTRICAL POWER GENERATION

NOT USED

Town of Clayton
Johnston County, North Carolina

Hocutt-Ellington Library Renovation

Permit Documents
January 31, 2025

Design consultants affix signed seals below

OWNER

TOWN OF CLAYTON
Johnston County, North Carolina

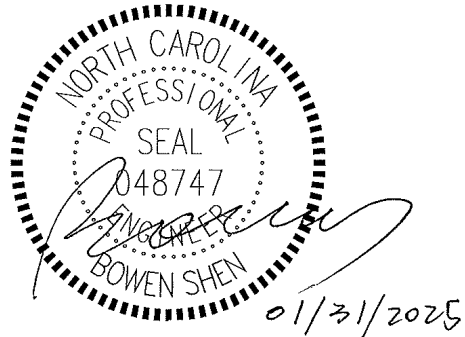
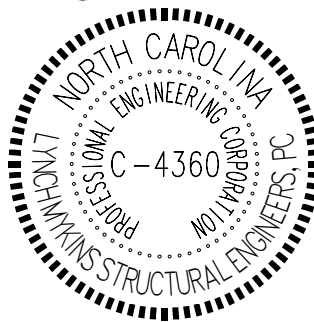
ARCHITECT

DAVIS KANE ARCHITECTS, PA
Raleigh, North Carolina



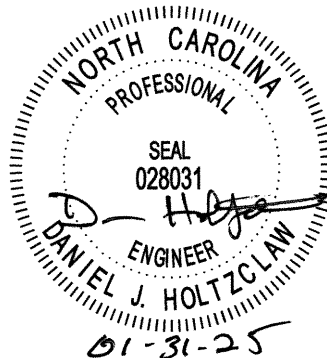
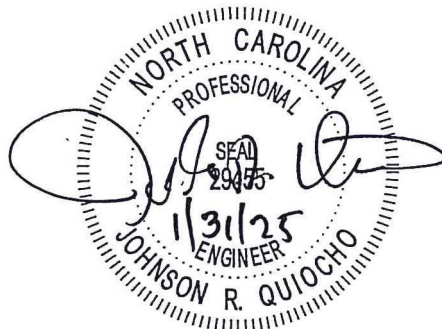
STRUCTURAL
ENGINEER

LYNCH MYKINS STRUCTURAL ENGINEERS, PC
Raleigh, North Carolina



FP/PME ENGINEER

ENGINEERED DESIGNS, INC (EDI)
Cary, North Carolina





MATRIX

Health & Safety Consultants, L.L.C.

November 25, 2024

Town of Clayton
111 E. Second Street
Clayton, NC 27520

Attention: Mr. Craig Wood

Subject: Sampling to Identify Asbestos-Containing Materials
Original Library Building
100 S. Church Street
Clayton, North Carolina
Matrix Job Number: 241173

Dear Mr. Wood:

Matrix Health and Safety Consultants, L.L.C. (Matrix) is pleased to present this report of the survey to identify asbestos-containing materials at the referenced property. This report presents known project information, survey procedures and survey results.

Matrix understands that the specified property is scheduled for renovation in the near future. In order to facilitate the renovation, Matrix performed a survey to determine the existence of asbestos-containing materials. This survey meets criteria set forth by the National Emissions Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M.

SURVEY PROCEDURES

The survey was performed on November 22, 2024 by Matrix's Inspector Jeff Roby (North Carolina Asbestos Inspector No. 13051) and Jonathon Thalheimer (North Carolina Asbestos Inspector No. 13051). Both friable and nonfriable suspect asbestos-containing materials were considered during the course of the survey. Friable materials are those materials which can be pulverized or reduced to powder by hand pressure. A sampling strategy was determined and bulk samples of suspect ACM were obtained. Suspect ACM's were grouped based on material homogeneity. A homogeneous area is an area which contains materials that seem by texture, color and wear to be uniform and applied during the same general time period.

To determine the presence or absence of asbestos content in the suspect materials, samples were collected and transported to Eurofins CEI located in Cary, North Carolina under chain-of-custody documentation for laboratory analysis. The collected samples were placed into individual sample containers, sealed and a unique identification number was assigned to the sample container at the time of collection. The identification included the sample collection date and location. This information was logged on our Asbestos Bulk Sampling Record and submitted to the laboratory.

ANALYSIS PROCEDURES AND RESULTS

The collected asbestos samples were analyzed using Polarized Light Microscopy (PLM) in conjunction with dispersion staining techniques using EPA Method 600/M4-82-020 per 40 CFR 763. The bulk laboratory analysis provided the asbestos content (positive or negative), percentage of asbestos, asbestos type and identification of other non-asbestos fibers. A material is considered to be asbestos-containing if **greater than 1% asbestos** is found in the material. For all materials sampled, please refer to the Laboratory Analysis Report.

Asbestos Sample Results – Original Library Building – Clayton, NC

SAMPLE ID NO.	TYPE OF MATERIAL	MATERIAL LOCATION	TYPE AND PERCENTAGE OF ASBESTOS
100-1 & 2	Ceiling Tile	Work Room & Office	NAD
100-3 & 4	Ceiling Tile	Hall Closet & Hallway	NAD
100-5& 6	Drywall/ Joint Compound	Work Room & Office	NAD
100-7 & 8	Base Cove Mastic	Work Room & Office	NAD
100-9 & 10	Chimney Texture	Work Room	NAD
100-11 & 12	Carpet Glue	Work Room & Office	NAD
100-13 & 14	Leveling Compound/ Carpet Glue	Hallway	NAD
100-15 & 16	Floor & Baseboard Grout	Hallway	NAD
100-17 & 18 & 19	Drywall/ Joint Compound	Hall Closet, Hallway & Library Closet	NAD
100-20 & 21	Cove Mastic	Library Closet	NAD
100-22 & 23	Carpet Glue	Library	NAD
100-24 & 25	Interior Window Caulk	Library	NAD
100-26 & 27	Drywall/ Joint Compound	Library	NAD

NAD: No Asbestos Detected

No Asbestos was found in the samples collected in the Original Library Building located in Clayton, NC.

QUALIFICATIONS

This report summarizes Matrix's evaluation of the conditions observed at the subject property during the course of the facility survey. Our findings are based upon our observations at the property and analyses of the samples obtained at the time of this survey. Additional asbestos-containing materials may exist (undetected) in other portions of the facility due to inaccessibility or due to an undetectable change in materials. Any conditions discovered which deviate from the data contained in this report should be presented to us for our evaluation.

Matrix appreciates the opportunity to have provided these services. We would be glad to discuss any of the results contained in this report, at your convenience. If there are any questions concerning this report or results, please contact us.

Sincerely,

MATRIX HEALTH AND SAFETY CONSULTANTS, L.L.C.

A handwritten signature in black ink, appearing to read "Jeff Roby", with a stylized flourish at the end.

Jeff Roby
Project Manager

Attachments: Laboratory Analysis Report

LABORATORY ANALYSIS REPORT

November 25, 2024

Matrix Health & Safety Consultants
2900 Yonkers Road
Raleigh, NC 27604

CLIENT PROJECT: 100 S. Church St., Clayton
CEI LAB CODE: B2422954

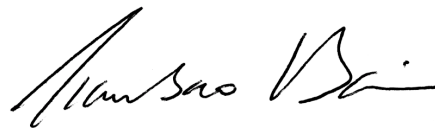
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on November 22, 2024. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600/R-93/116: *Method for the Determination of Asbestos in Bulk Building Materials* and EPA 40 CFR Appendix E to Subpart E of Part 763: *Interim Method of the Determination of Asbestos in Bulk Insulation Samples*.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600/R-93/116 Method and EPA 40 CFR Appendix E to Subpart E of Part 763 is <1% asbestos as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Tianbao Bai, Ph.D., CIH
Laboratory Director

ASBESTOS ANALYTICAL REPORT

By: Polarized Light Microscopy

Prepared for

Matrix Health & Safety Consultants

CLIENT PROJECT: 100 S. Church St., Clayton

LAB CODE: B2422954

TEST METHOD: EPA 600 / R-93 / 116 and EPA 40 CFR Appendix E to
Subpart E of Part 763

REPORT DATE: 11/25/24

TOTAL SAMPLES ANALYZED: 27

SAMPLES >1% ASBESTOS:



CEI

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 100 S. Church St., Clayton

LAB CODE: B2422954

METHOD: EPA 600 / R-93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
100-1		B2422954.01	White	Ceiling Tile	None Detected
100-2		B2422954.02	White	Ceiling Tile	None Detected
100-3		B2422954.03	White	Ceiling Tile	None Detected
100-4		B2422954.04	White	Ceiling Tile	None Detected
100-5	Layer 1	B2422954.05	White	Joint Compound	None Detected
	Layer 2	B2422954.05	Brown	Drywall	None Detected
	Layer 3	B2422954.05	White	Drywall/Joint Compound (Composite)	None Detected
100-6	Layer 1	B2422954.06	White	Joint Compound	None Detected
	Layer 2	B2422954.06	Brown	Drywall	None Detected
	Layer 3	B2422954.06	White	Drywall/Joint Compound (Composite)	None Detected
100-7		B2422954.07	Beige	Cove Mastic	None Detected
100-8		B2422954.08	Beige	Cove Mastic	None Detected
100-9		B2422954.09	White	Chimney Texture	None Detected
100-10		B2422954.10	White	Chimney Texture	None Detected
100-11		B2422954.11	Yellow	Carpet Glue	None Detected
100-12		B2422954.12	Yellow	Carpet Glue	None Detected
100-13	Layer 1	B2422954.13	White	Leveling Compound	None Detected
	Layer 2	B2422954.13	Yellow	Glue	None Detected
100-14	Layer 1	B2422954.14	White	Leveling Compound	None Detected
	Layer 2	B2422954.14	Yellow	Glue	None Detected
100-15	Layer 1	B2422954.15	White	Grout	None Detected
	Layer 2	B2422954.15	Gray	Grout	None Detected
100-16	Layer 1	B2422954.16	White	Grout	None Detected
	Layer 2	B2422954.16	Gray	Grout	None Detected
100-17	Layer 1	B2422954.17	White	Joint Compound	None Detected
	Layer 2	B2422954.17	Brown	Drywall	None Detected
	Layer 3	B2422954.17	White	Drywall/Joint Compound (Composite)	None Detected
100-18	Layer 1	B2422954.18	White	Joint Compound	None Detected
	Layer 2	B2422954.18	Brown	Drywall	None Detected



CEI

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 100 S. Church St., Clayton

LAB CODE: B2422954

METHOD: EPA 600 / R-93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
	Layer 3	B2422954.18	White	Drywall/Joint Compound (Composite)	None Detected
100-19	Layer 1	B2422954.19	White	Joint Compound	None Detected
	Layer 2	B2422954.19	Brown	Drywall	None Detected
	Layer 3	B2422954.19	White	Drywall/Joint Compound (Composite)	None Detected
100-20		B2422954.20	Beige	Cove Mastic	None Detected
100-21		B2422954.21	Beige	Cove Mastic	None Detected
100-22		B2422954.22	Yellow	Carpet Glue	None Detected
100-23		B2422954.23	Yellow	Carpet Glue	None Detected
100-24		B2422954.24	White	Interior Window Caulk	None Detected
100-25		B2422954.25	White	Interior Window Caulk	None Detected
100-26	Layer 1	B2422954.26	White	Joint Compound	None Detected
	Layer 2	B2422954.26	Brown	Drywall	None Detected
	Layer 3	B2422954.26	White	Drywall/Joint Compound (Composite)	None Detected
100-27	Layer 1	B2422954.27	White	Joint Compound	None Detected
	Layer 2	B2422954.27	Brown	Drywall	None Detected
	Layer 3	B2422954.27	White	Drywall/Joint Compound (Composite)	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Matrix Health & Safety Consultants
2900 Yonkers Road
Raleigh, NC 27604

Lab Code: B2422954
Date Received: 11-22-24
Date Analyzed: 11-25-24
Date Reported: 11-25-24

Project: 100 S. Church St., Clayton

ASBESTOS BULK PLM, EPA 600/R-93/116 METHOD and EPA 40 CFR Appendix E Subpart E to Part 763

Client ID	Lab	Lab	NON-ASBESTOS COMPONENTS				ASBESTOS
Lab ID	Description	Attributes	Fibrous		Non-Fibrous		%
100-1 B2422954.01	Ceiling Tile	Heterogeneous	60%	Cellulose	15%	Perlite	None Detected
		White	20%	Fiberglass	5%	Binder	
		Fibrous					
		Loosely Bound					
100-2 B2422954.02	Ceiling Tile	Heterogeneous	60%	Cellulose	15%	Perlite	None Detected
		White	20%	Fiberglass	5%	Binder	
		Fibrous					
		Loosely Bound					
100-3 B2422954.03	Ceiling Tile	Heterogeneous	60%	Cellulose	15%	Perlite	None Detected
		White	20%	Fiberglass	5%	Binder	
		Fibrous					
		Loosely Bound					
100-4 B2422954.04	Ceiling Tile	Heterogeneous	60%	Cellulose	15%	Perlite	None Detected
		White	20%	Fiberglass	5%	Binder	
		Fibrous					
		Loosely Bound					
100-5 Layer 1 B2422954.05	Joint Compound	Homogeneous			60%	Binder	None Detected
		White			40%	Calc Carb	
		Non-fibrous					
		Bound					
Layer 2 B2422954.05	Drywall	Heterogeneous	10%	Fiberglass	90%	Gypsum	None Detected
		Brown					
		Fibrous					
		Bound					
Layer 3 B2422954.05	Drywall/Joint Compound (Composite)	Heterogeneous	10%	Fiberglass	80%	Gypsum	None Detected
		White			10%	Calc Carb	
		Fibrous					
		Bound					

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Matrix Health & Safety Consultants
2900 Yonkers Road
Raleigh, NC 27604

Lab Code: B2422954
Date Received: 11-22-24
Date Analyzed: 11-25-24
Date Reported: 11-25-24

Project: 100 S. Church St., Clayton

ASBESTOS BULK PLM, EPA 600/R-93/116 METHOD and EPA 40 CFR Appendix E Subpart E to Part 763

Client ID	Lab	Lab	NON-ASBESTOS COMPONENTS				ASBESTOS
Lab ID	Description	Attributes	Fibrous		Non-Fibrous		%
100-6 Layer 1 B2422954.06	Joint Compound	Homogeneous			60%	Binder	None Detected
		White			40%	Calc Carb	
		Non-fibrous					
		Bound					
Layer 2 B2422954.06	Drywall	Heterogeneous	5%	Fiberglass	83%	Gypsum	None Detected
		Brown	10%	Cellulose	2%	Paint	
		Fibrous					
		Bound					
Layer 3 B2422954.06	Drywall/Joint Compound (Composite)	Heterogeneous	5%	Fiberglass	73%	Gypsum	None Detected
		White	10%	Cellulose	10%	Calc Carb	
		Fibrous			2%	Paint	
		Bound					
100-7 B2422954.07	Cove Mastic	Homogeneous			100%	Mastic	None Detected
		Beige					
		Non-fibrous					
		Bound					
100-8 B2422954.08	Cove Mastic	Homogeneous			100%	Mastic	None Detected
		Beige					
		Non-fibrous					
		Bound					
100-9 B2422954.09	Chimney Texture	Heterogeneous			78%	Binder	None Detected
		White			20%	Silicates	
		Non-fibrous			2%	Paint	
		Bound					
100-10 B2422954.10	Chimney Texture	Heterogeneous			78%	Binder	None Detected
		White			20%	Silicates	
		Non-fibrous			2%	Paint	
		Bound					

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Matrix Health & Safety Consultants
2900 Yonkers Road
Raleigh, NC 27604

Lab Code: B2422954
Date Received: 11-22-24
Date Analyzed: 11-25-24
Date Reported: 11-25-24

Project: 100 S. Church St., Clayton

ASBESTOS BULK PLM, EPA 600/R-93/116 METHOD and EPA 40 CFR Appendix E Subpart E to Part 763

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
100-11 B2422954.11	Carpet Glue	Homogeneous Yellow Non-fibrous Bound		100% Mastic	None Detected
100-12 B2422954.12	Carpet Glue	Homogeneous Yellow Non-fibrous Bound		100% Mastic	None Detected
100-13 Layer 1 B2422954.13	Leveling Compound	Homogeneous White Non-fibrous Bound		80% Binder 20% Calc Carb	None Detected
Layer 2 B2422954.13	Glue	Homogeneous Yellow Non-fibrous Bound		100% Mastic	None Detected
100-14 Layer 1 B2422954.14	Leveling Compound	Homogeneous White Non-fibrous Bound		80% Binder 20% Calc Carb	None Detected
Layer 2 B2422954.14	Glue	Homogeneous Yellow Non-fibrous Bound		100% Mastic	None Detected
100-15 Layer 1 B2422954.15	Grout	Homogeneous White Non-fibrous Bound		80% Binder 20% Calc Carb	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Matrix Health & Safety Consultants
2900 Yonkers Road
Raleigh, NC 27604

Lab Code: B2422954
Date Received: 11-22-24
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Project: 100 S. Church St., Clayton

ASBESTOS BULK PLM, EPA 600/R-93/116 METHOD and EPA 40 CFR Appendix E Subpart E to Part 763

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
Layer 2 B2422954.15	Grout	Homogeneous Gray Non-fibrous Bound			70% 30%	Silicates Binder	None Detected
100-16 Layer 1 B2422954.16	Grout	Homogeneous White Non-fibrous Bound			80% 20%	Binder Calc Carb	None Detected
Layer 2 B2422954.16	Grout	Homogeneous Gray Non-fibrous Bound			70% 30%	Silicates Binder	None Detected
100-17 Layer 1 B2422954.17	Joint Compound	Homogeneous White Non-fibrous Bound			60% 40%	Binder Calc Carb	None Detected
Layer 2 B2422954.17	Drywall	Heterogeneous Brown Fibrous Bound	5% 10%	Fiberglass Cellulose	83% 2%	Gypsum Paint	None Detected
Layer 3 B2422954.17	Drywall/Joint Compound (Composite)	Heterogeneous White Fibrous Bound	5% 10%	Fiberglass Cellulose	73% 10% 2%	Gypsum Calc Carb Paint	None Detected
100-18 Layer 1 B2422954.18	Joint Compound	Homogeneous White Non-fibrous Bound			60% 40%	Binder Calc Carb	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Matrix Health & Safety Consultants
2900 Yonkers Road
Raleigh, NC 27604

Lab Code: B2422954
Date Received: 11-22-24
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Date Reported: 11-25-24

Project: 100 S. Church St., Clayton

ASBESTOS BULK PLM, EPA 600/R-93/116 METHOD and EPA 40 CFR Appendix E Subpart E to Part 763

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
Layer 2 B2422954.18	Drywall	Heterogeneous Brown Fibrous Bound	5% 10%	Fiberglass Cellulose	83% 2%	Gypsum Paint	None Detected
Layer 3 B2422954.18	Drywall/Joint Compound (Composite)	Heterogeneous White Fibrous Bound	5% 10%	Fiberglass Cellulose	73% 10% 2%	Gypsum Calc Carb Paint	None Detected
100-19 Layer 1 B2422954.19	Joint Compound	Homogeneous White Non-fibrous Bound			60% 40%	Binder Calc Carb	None Detected
Layer 2 B2422954.19	Drywall	Heterogeneous Brown Fibrous Bound	5% 10%	Fiberglass Cellulose	83% 2%	Gypsum Paint	None Detected
Layer 3 B2422954.19	Drywall/Joint Compound (Composite)	Heterogeneous White Fibrous Bound	5% 10%	Fiberglass Cellulose	73% 10% 2%	Gypsum Calc Carb Paint	None Detected
100-20 B2422954.20	Cove Mastic	Homogeneous Beige Non-fibrous Bound			100%	Mastic	None Detected
100-21 B2422954.21	Cove Mastic	Homogeneous Beige Non-fibrous Bound			100%	Mastic	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Matrix Health & Safety Consultants
2900 Yonkers Road
Raleigh, NC 27604

Lab Code: B2422954
Date Received: 11-22-24
Date Analyzed: 11-25-24
Date Reported: 11-25-24

Project: 100 S. Church St., Clayton

ASBESTOS BULK PLM, EPA 600/R-93/116 METHOD and EPA 40 CFR Appendix E Subpart E to Part 763

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
100-22 B2422954.22	Carpet Glue	Homogeneous Yellow Non-fibrous Bound			100%	Mastic	None Detected
100-23 B2422954.23	Carpet Glue	Homogeneous Yellow Non-fibrous Bound			100%	Mastic	None Detected
100-24 B2422954.24	Interior Window Caulk	Homogeneous White Non-fibrous Bound			100%	Caulk	None Detected
100-25 B2422954.25	Interior Window Caulk	Homogeneous White Non-fibrous Bound			100%	Caulk	None Detected
100-26 Layer 1 B2422954.26	Joint Compound	Homogeneous White Non-fibrous Bound			60% 40%	Binder Calc Carb	None Detected
Layer 2 B2422954.26	Drywall	Heterogeneous Brown Fibrous Bound	5% 10%	Fiberglass Cellulose	83% 2%	Gypsum Paint	None Detected
Layer 3 B2422954.26	Drywall/Joint Compound (Composite)	Heterogeneous White Fibrous Bound	5% 10%	Fiberglass Cellulose	73% 10% 2%	Gypsum Calc Carb Paint	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Matrix Health & Safety Consultants
2900 Yonkers Road
Raleigh, NC 27604

Lab Code: B2422954
Date Received: 11-22-24
Date Analyzed: 11-25-24
Date Reported: 11-25-24

Project: 100 S. Church St., Clayton

ASBESTOS BULK PLM, EPA 600/R-93/116 METHOD and EPA 40 CFR Appendix E Subpart E to Part 763

Client ID	Lab	Lab	NON-ASBESTOS COMPONENTS				ASBESTOS
Lab ID	Description	Attributes	Fibrous		Non-Fibrous		%
100-27 Layer 1 B2422954.27	Joint Compound	Homogeneous			60%	Binder	None Detected
		White		40%	Calc Carb		
		Non-fibrous Bound					
Layer 2 B2422954.27	Drywall	Heterogeneous	5%	Fiberglass	83%	Gypsum	None Detected
		Brown	10%	Cellulose	2%	Paint	
		Fibrous Bound					
Layer 3 B2422954.27	Drywall/Joint Compound (Composite)	Heterogeneous	5%	Fiberglass	73%	Gypsum	None Detected
		White	10%	Cellulose	10%	Calc Carb	
		Fibrous Bound			2%	Paint	

LEGEND: Non-Anth = Non-Asbestiform Anthophyllite
 Non-Trem = Non-Asbestiform Tremolite
 Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R-93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763

REPORTING LIMIT FOR PLM: 1% by calibrated visual estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

REGULATORY LIMIT: >1%

Due to the limitations of the EPA 600/R-93/116 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

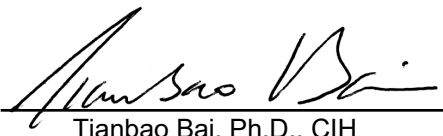
This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.

ANALYST:


Ryan Steele

APPROVED BY:


Tianbao Bai, Ph.D., CIH
Laboratory Director





CEI

CHAIN OF CUSTODY

27

730 SE Maynard Road, Cary, NC 27511

Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:

BZ422954

CEI Lab Code:

CEI Lab I.D. Range:

COMPANY INFORMATION		PROJECT INFORMATION
CEI CLIENT #:		Job Contact: Jeff Roby
Company: Matrix Health and Safety		Email / Tel: jar@matrixhsc.com / 919-594-7319
Address: 2900 Yonkers Road Raleigh, NC 27604		Project Name: 100 S Church St, Clayton
Email: jar@matrixhsc.com		Project ID#:
Tel: 919-594-7319 Fax:		PO #:
		STATE SAMPLES COLLECTED IN: NC

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	☐	☐	☒	☐	☐	☐
PLM POINT COUNT (400)	EPA 600	☐	☐	☐	☐	☐	☐
PLM POINT COUNT (1000)	EPA 600	☐	☐	☐	☐	☐	☐
PLM GRAV w POINT COUNT	EPA 600		☐	☐	☐	☐	☐
PLM BULK	CARB 435		☐	☐	☐	☐	☐
PCM AIR	NIOSH 7400	☐	☐	☐	☐	☐	☐
TEM AIR	EPA AHERA	☐	☐	☐	☐	☐	☐
TEM AIR	NIOSH 7402	☐	☐	☐	☐	☐	☐
TEM AIR (PCME)	ISO 10312	☐	☐	☐	☐	☐	☐
TEM AIR	ASTM 6281-15	☐	☐	☐	☐	☐	☐
TEM BULK	CHATFIELD		☐	☐	☐	☐	☐
TEM DUST WIPE	ASTM D6480-05 (2010)	☐	☐	☐	☐	☐	☐
TEM DUST MICROVAC	ASTM D5755-09 (2014)	☐	☐	☐	☐	☐	☐
TEM SOIL	ASTM D7521-16			☐	☐	☐	☐
TEM VERMICULITE	CINCINNATI METHOD			☐	☐	☐	☐
TEM QUALITATIVE	IN-HOUSE METHOD		☐	☐	☐	☐	☐
OTHER:		☐	☐	☐	☐	☐	☐

REMARKS / SPECIAL INSTRUCTIONS:

☒

Accept Samples

☐

Reject Samples

Relinquished By:	Date/Time	Received By:	Date/Time
	10/22/24 11:45 AM	EN	11/22/24 11:50 AM

Samples will be disposed of 30 days after analysis

H2N

SAMPLING FORM

COMPANY CONTACT INFORMATION

Company: Matrix Health and Safety

Job Contact: Jeff Roby

Project Name: 100 S. Church St. Clayton

Project ID #:

Tel: 919-594-7319

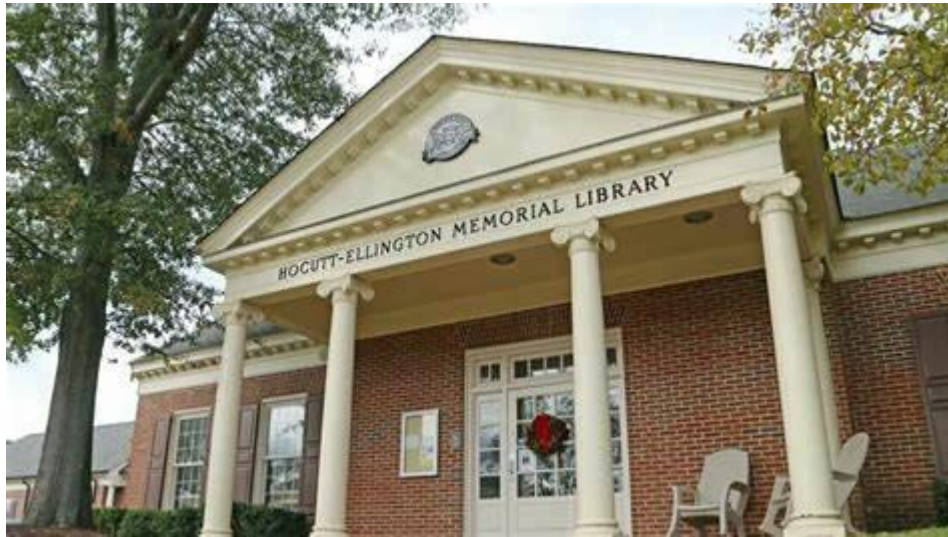
SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
			PLM	TEM
100-1	Ceiling Tile Pinhole / Work Room		☒	☐
100-2	" "		☒	☐
100-3	Ceiling Tile Grout / Hall closet		☒	☐
100-4	" Hallway		☒	☐
100-5	Drywall / Joint Comp - work Rm		☒	☐
100-6	" "		☒	☐
100-7	Core mastic - work Rm		☒	☐
100-8	" - work Rm		☒	☐
100-9	Chimney Texture - work Rm	90 sq ft	☒	☐
100-10	" "	"	☒	☐
100-11	Carpet Glue - work Rm		☒	☐
100-12	" "		☒	☐
100-13	Leveling Comp / Glue - Hallway		☒	☐
100-14	" "		☒	☐
100-15	Grout - Hallway Floor / Baseboard		☒	☐
100-16	" "		☒	☐
100-17	Drywall / Joint Comp - Hall closet		☒	☐
100-18	" - Hallway		☒	☐
100-19	" - Library closet		☒	☐
100-20	Core mastic - Library closet	35 sq ft	☒	☐
100-21	" "		☒	☐
100-22	Carpet Glue - Library		☒	☐
100-23	" "		☒	☐
100-24	Interior window Caulk - Library		☒	☐
100-25	" "		☒	☐
100-26	Drywall / Joint Comp - Library	1,200 sq ft	☒	☐
100-27	" "		☒	☐
			☐	☐

Base Board - 30 sq/ft

Hall 28x10 ~~sq ft~~ - 168 sq/ft

Hall closet 240 sq/ft

PHOTOS



Reference Photo – Original Library Building, Clayton, NC

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Index of Drawings.
- B. Related Requirements:
 - 1. Division 01 Section "Work Restrictions" for Owner's occupancy requirements.

1.3 PROJECT INFORMATION

- A. Project Identification: Hocutt-Ellington Library Renovation
 - 1. Project Location: 100 Church St. Clayton, NC 27520
- B. Owner ID No. N/A
- C. Owner: Town of Clayton
111 E Second Street
Clayton, NC 27520
Owner's Representative: Christopher Gallant
Phone: 919-553-5002
Email: cgallant@townofclaytonnc.org
- D. Architect: Davis Kane Architects, PA
503-300 Oberlin Road
Raleigh, NC 27605
Contact: Jimmy Edwards, AIA
Phone: 919-833-3737
Email: jedwards@daviskane.com
- E. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:
 - 1. Structural Engineer:
Lynch Mykins Structural Engineers, PC
Raleigh, NC
Contact: Bowen Shen, PE
Phone: 984-222-1539
 - 2. FP/MEP Engineer:

Engineered Designs, Inc.
Raleigh, NC
Contact: John Quioco
Phone: 984-307-4844

3. Cost Estimating Consultant:
Palacio Collaborative
Greenville, SC
Contact: Kaye Smith
Phone: 864-940-2590

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to, the following:
 1. Existing Conditions.
 2. Other Work (furnishings and equipment) to be performed by Owner.
- B. Summary by References:
 1. The work can be summarized by reference to the Contract, General Conditions, Supplementary General Conditions, Specification Sections as included in the "Table of Contents" bound herein, Drawings as listed in the "Index of Drawings" bound herein, Addenda, and Modifications to the Contract Documents as issued after the initial printing of this Project Manual, and including but not necessarily limited to printed matter referenced by any of these. It is recognized that work of Contract may also be unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions, and other forces outside the Contract Documents.
- C. Abbreviated Written Summary:
 1. Briefly, and without force and effect upon Contract Documents, work of Contract can be summarized as follows:
 2. General:
 - a. Demolition and renovation of interior library spaces, including interior walls, doors, frames, hardware, interior storefront, glazing, interior finishes, architectural casework, signage, toilet compartments, and window blinds.
 3. Fire Suppression, Plumbing, HVAC, Electrical, Communications, Fire Alarm:
 - a. The work includes plumbing and fixtures, HVAC and controls, electrical and fixtures, telephone/data raceway, security components and cabling, and audio visual components and cabling.
- D. Index of Drawings

GENERAL

G001 - COVER SHEET

G002 - CODE SUMMARY – AREA A

G003 - CODE SUMMARY – AREA B

G004 - LIFE SAFETY PLAN

ARCHITECTURE

DA100 DEMOLITION PLAN
DA101 DEMOLITION RCP
A001 ABBREVIATIONS AND LEGENDS
A002 PARTITION, MATERIAL & FFE LEGEND
A100 RENOVATION FLOOR PLAN
A101 RENOVATION RCP
A400 ENLARGED PLANS & INT ELEVATIONS
A401 ENLARGED PLANS & INT ELEVATIONS
A600 MILLWORK PLANS & DETAILS
A601 CASEWORK DETAILS
A610 TYPICAL DETAILS
A700 SCHEDULES & DETAILS
A701 FENESTRATION DETAILS
A702 STOREFRONT SCHEDULE & DETAILS

INTERIORS

I100 FINISH PLAN & SIGNAGE

STRUCTURAL

S001 GENERAL NOTES
S101 FLOOR AND HEADER PLAN
S501 TYPICAL DETAILS
S502 TYPICAL DETAILS

PLUMBING

P001 PLUMBING SYMBOLS, ABBREVIATIONS & NOTES
P101 PLUMBING SCHEDULES
P102 PLUMBING SCHEDULES
PD201 PLUMBING FLOOR PLAN - DOMESTIC WATER DEMO - AREA A
PD202 PLUMBING FLOOR PLAN - DOMESTIC WATER DEMO - AREA B
PD203 PLUMBING PLAN - DOMESTIC WATER DEMO – ATTIC
PD301 PLUMBING FLOOR PLAN -WASTE & VENT DEMO - AREA A
PD302 PLUMBING FLOOR PLAN -WASTE & VENT DEMO – AREA B
PD303 PLUMBING PLAN - WASTE & VENT DEMO – ATTIC
P201 PLUMBING FLOOR PLAN - DOMESTIC WATER - AREA A
P202 PLUMBING FLOOR PLAN - DOMESTIC WATER - AREA B
P301 PLUMBING FLOOR PLAN -WASTE & VENT - AREA A
P302 PLUMBING FLOOR PLAN -WASTE & VENT - AREA B
P401 PLUMBING RISER DIAGRAMS
P402 PLUMBING RISER DIAGRAMS
P501 PLUMBING DETAILS

MECHANICAL

M001 MECHANICAL LEGEND AND NOTES
M101 MECHANICAL SCHEDULES
MD200 MECHANICAL FLOOR PLAN - DUCTWORK DEMO - OVERALL
MD201 MECHANICAL FLOOR PLAN - DUCTWORK DEMO - AREA A
MD202 MECHANICAL FLOOR PLAN - DUCTWORK DEMO - AREA B
MD211 MECHANICAL FLOOR PLAN - DUCTWORK DEMO - ATTIC
MD300 MECHANICAL FLOOR PLAN - PIPING DEMO - OVERALL
MD311 MECHANICAL FLOOR PLAN - PIPING DEMO - ATTIC
M200 MECHANICAL FLOOR PLAN - DUCTWORK – OVERALL
M201 MECHANICAL FLOOR PLAN - DUCTWORK - AREA A

M202 MECHANICAL FLOOR PLAN - DUCTWORK - AREA B
M211 MECHANICAL FLOOR PLAN - DUCTWORK - ATTIC
M300 MECHANICAL FLOOR PLAN - PIPING – OVERALL
M311 MECHANICAL FLOOR PLAN - PIPING - ATTIC
M501 MECHANICAL CONTROLS
M601 MECHANICAL DETAILS
M602 MECHANICAL DETAILS

ELECTRICAL

E001 ELECTRICAL LEGEND AND NOTES
ED101 ELECTRICAL FLOOR PLAN - LIGHTING DEMO - AREA A
ED102 ELECTRICAL FLOOR PLAN - LIGHTING DEMO - AREA B
ED201 ELECTRICAL FLOOR PLAN - POWER DEMO - AREA A
ED202 ELECTRICAL FLOOR PLAN - POWER DEMO - AREA B
ED211 ELECTRICAL FLOOR PLAN - POWER DEMO - ATTIC
E101 ELECTRICAL FLOOR PLAN - LIGHTING - AREA A
E102 ELECTRICAL FLOOR PLAN - LIGHTING - AREA B
E201 ELECTRICAL FLOOR PLAN - POWER - AREA A
E202 ELECTRICAL FLOOR PLAN - POWER - AREA B
E211 ELECTRICAL FLOOR PLAN - POWER – ATTIC
E311 ELECTRICAL FLOOR PLAN - FIRE ALARM - ATTIC
E301 ELECTRICAL FLOOR PLAN - FIRE ALARM - AREA A
E302 ELECTRICAL FLOOR PLAN - FIRE ALARM - AREA B
E401 ELECTRICAL RISER DIAGRAMS
E501 ELECTRICAL SCHEDULES
E502 ELECTRICAL SCHEDULES
E601 ELECTRICAL DETAILS

PART 2 - PRODUCTS NOT APPLICABLE

PART 3 - EXECUTION NOT APPLICABLE

END OF SECTION 011000

SECTION 011400 – WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Use of site.
 - 2. Work restrictions.
- B. Related Requirements:
 - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 USE OF SITE

- A. General: Contractor shall have limited use of Project site for construction operations during construction period. Contractor's use of Project site is limited by Owner's right to perform work and/or to retain other contractors on portions of Project.
 - 1. Limits: Limit site disturbance, including earthwork and clearing of vegetation, to areas indicated on Drawings.
 - 2. Construction operations shall be coordinated to keep materials, debris and equipment in a neat and orderly arrangement and contained within the confines of the Area of Work.

1.4 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Dust Control: Any construction activities that create dust must be performed in a manner that does not allow dust to float or drift onto vehicles, or on any person visiting or working at the facility. Dust shall be controlled at all times.
- C. The Contractor shall document daily each and every person on site and the company they work for. The daily log of personnel shall be available for the Owner and Architect's review on site at all times.
- D. Employee Background Verification: Criminal Background Investigations are required for individuals working on Town property. At a minimum, the contractor shall obtain a complete North Carolina statewide criminal background investigation for all employees and subcontractors who will work on this project,

covering a period for the last seven (7) years. In the event that the contractor or subcontractor is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of North Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. All costs associated with these criminal background checks is the responsibility of the contractor.

1. Any individual with the following criminal convictions or pending charges will NOT be permitted on Town property.
 - a. Child molestation.
 - b. Rape.
 - c. Any sexually-oriented crime.
 - d. Drugs: Felony use, possession or distribution.
- E. Employee Conduct: Contractors, subcontractors, vendors, delivery staff and all assigns and related personnel shall conduct themselves professionally and in a non-harmful or threatening manner when on site. The following items are specific examples but do not necessarily represent all activities that might be cause for discipline or removal from campus.
 1. Indecent language, harassing statements or comments, whether or not directed to an individual, 'catcalls' or whistles, etc will not be tolerated. Violators will be removed from campus immediately and not be allowed to return. Questioning or investigation into the matter will occur after removal from the project site.
 2. Proper dress is required. Shirts, long pants and shoes must be worn at all times. Clothing with offensive or provocative messages is not allowed. Loud music is not permitted.
 3. Contractor's personnel are not permitted to use Town buildings/facilities for eating or leisure activities.
 4. Contractor's personnel are not permitted to use any Town-owned toilet facilities.
 5. Contractor's personnel are prohibited from having firearms, alcoholic beverages and/or drugs (except drugs prescribed by a physician for medical purposes of staff employed to work on the project) on the campus. Violators will be reported to law enforcement.
 6. Use of tobacco products is not allowed on site.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011400

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items of Work are to be provided and installed to the extents indicated in the Schedule of Allowances. These allowances include installation, taxes, delivery, overhead and profit, fees, etc.
 - 2. Allowances are for use solely at the Owner's discretion.
 - 3. Allowances are for Work above and beyond that which is shown, delineated and/or quantified elsewhere in the Contract Documents.
 - 4. The Work described in the Schedule of Allowances is identical to Work described elsewhere in the Contract Documents and the full requirements of the Contract Documents apply to the applicable Work described in the Schedule of Allowances.
 - 5. The cost for all Allowances shall be included in the Base Bid price. The cost for unused Allowances shall be credited back to the Owner.
- B. Types of allowances include the following:
 - 1. Lump Sum Allowances.
 - 2. Unit-Cost Allowances.
 - 3. Quantity Allowances.
- C. Related Requirements:
 - 1. Division 01 Section "Modification Procedures" for procedures for submitting and handling Change Proposals and Change Orders.
 - 2. Division 01 Section "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.

1.3 USE OF LUMP SUM ALLOWANCES

- A. Lump Sum Allowances will be utilized at the Owner's discretion. The designated allowances may include work similar to Work in the base scope. If the Owner intends to utilize a Lump Sum Allowance, the Architect will send written Request For Proposal (RFP) to the Contractor with a specific description of the Work to be performed utilizing the allowance.
- B. Upon approval of the Change Proposal, the Contractor shall incorporate the Lump Sum Allowance Work into the project schedule.

1.4 USE OF UNIT-COST ALLOWANCES

- A. A Unit-Cost Allowance shall include cost to Contractor of specific products and materials selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.5 USE OF QUANTITY ALLOWANCES

- A. The Architect will notify the Contractor of the intent to utilize a Quantity Allowance in any quantity deemed necessary, as determined by the Architect, to perform the Work. The contractor will immediately proceed with the Work identified in the notification.
- B. The Contractor shall not utilize a Quantity Allowance or any portion of a Quantity Allowance for performing any base scope Work described elsewhere in the Contract Documents including any materials, labor, or related portions of the Work described in this Section.

1.6 PAYMENT PROCEDURES

- A. Contractor's overhead, profit, and related costs for products and equipment are included in the allowance and are part of the Contract Sum. These costs include materials, labor, freight, delivery, installation, taxes, insurance, equipment rental and similar costs.
- B. At Project Closeout, or earlier if so directed by Architect, the dollar value of any remaining, unused Allowances shall be credited to the Owner by Change Order.

1.7 SUBMITTALS

- A. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.8 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.
- B. Prepare Construction Schedule to include all Allowances as though they will be incorporated in the full quantities indicated in the Schedule of Allowances.

1.9 ALLOWANCES ADMINISTRATIVE REQUIREMENTS

- A. Allowances Log: Prepare, maintain, and distribute a tabular log of allowances usage organized by the allowance number. Distribute current log at each Progress Meeting but no greater than on a monthly interval. Provide log with not less than the following information:
 - 1. Project name and Owner ID No.
 - 2. Name and address of Architect and General Contractor.
 - 3. Summary page with each allowance number, description, unit quantity, unit price, and units used to date, allocated by Bid Package. Sum total dollar quantity used-to-date and sum remaining for each allowance.
 - 4. Within the Allowances Log, to support the Summary Page, track the date, description of use, and units used for each allowance or portion thereof utilized.

1.10 QUANTITY ALLOWANCES

- A. The Architect will notify the Contractor of the intent to utilize a Quantity Allowance in any quantity deemed necessary, as determined by the Architect, to perform the Work. The contractor will immediately proceed with the Work identified in the notification.
- B. The Contractor shall not utilize a Quantity Allowance or any portion of a Quantity Allowance for performing any base scope Work described elsewhere in the Contract Documents including any materials, labor, or related portions of the Work described in this Section.

1.11 PAYMENT PROCEDURES

- A. Contractor's overhead, profit, and related costs for products and equipment are included in the allowance and are part of the Contract Sum. These costs include materials, labor, freight, delivery, receiving and handling, labor, installation, taxes, insurance, equipment rental and similar costs.
- B. At Project Closeout, or earlier if so directed by Architect, the dollar value of any remaining, unused Allowances shall be credited to the Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

Lump Sum Allowances

Item	Description	Amount
LS-1	Installation/replacement of insulation above ceiling.	\$10,000
LS-2	Demolition of existing stucco on fireplace and preparing existing masonry for new furring.	\$5,000
LS-3	Installation of graphic vinyl covering or painted mural on fireplace	\$3,000

Unit-Cost Allowances

Item	Description	Unit	Allowance Quantity
UC-1	Brick: Provide Brick Color 1" allowance. Allowance cost for red-colored modular-size, cored face brick only, exclusive of special shapes.	1,000 nominal	\$480

Quantity Allowances - See Division 01 Section "Unit Prices" for complete descriptions of Work included under applicable Allowances.

Item	Description	Unit	Allowance Quantity
Q-E1	Duplex receptacle with 30 feet conduit, 30 feet wiring.	Each	3
Q-E2	Data outlet (2 data drops) with 30 feet conduit, 600 feet cabling.	Each	3
Q-E3	Exit Signs with 30 ft Conduit, 30 ft wiring	Each	3

END OF SECTION 012100

SECTION 012200 – UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Sections:
 - 1. Division 01 Section “Allowances” for procedures for using unit prices to adjust Quantity Allowances.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary materials and labor, plus cost for delivery, freight, installation, insurance, applicable taxes, overhead, and profit.
- B. The unit price provided by the Contractor shall be used for Work added or deducted to the contract.
- C. The Owner reserves the right to revise the quantities (increase or decrease) listed in the Allowances for any unit price Work utilizing the unit cost provided by the Contractor on the Bid Form.
- D. Unit prices shall apply throughout the life of the Contract, except as otherwise specifically noted.
- E. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- F. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- G. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the Part 3 “Schedule of Unit Prices” Article contain requirements for materials described under each unit price. Bidders shall respond to the schedule by writing the applicable costs on the appropriate Bid Form for each identified unit cost.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. Q-E1: Duplex receptacle.
 - 1. Description: Provide and install duplex receptacle including up to 30 feet of all required concealed conduit, wiring, fittings and connections for a functioning device. As further described in Section 262726 – Wiring Devices.
 - 2. Unit of measurement: Each.
- B. Unit Price No. Q-E2: Data outlet.
 - 1. Description: Provide and install data outlet (2 data drops) including up to 30 feet of all required concealed conduit, fittings and connections for a functioning device, and 600 feet of cabling. As further described in Section 267501 – Telecommunication Distribution System.
 - 2. Unit of measurement: Each.
- C. Unit Price No. Q-E3: Exit Sign.
 - 1. Description: Provide and install exit light, including 30 feet of all required concealed conduit, wiring, fittings and connections for a functioning device. As further described in Section 265100 – Interior-Exterior Lighting.
 - 2. Unit of measurement: Each.

END OF SECTION 012200

SECTION 012300 – ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each Alternate is the net addition to or deduction from the Contract Sum to incorporate an Alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the Alternate into Project.
 - 1. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of Alternate.
- B. Execute accepted Alternates under the same conditions as other Work of the Contract.
- C. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each Alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF BID ALTERNATES – NONE

3.2 SCHEDULE OF PREFERRED-BRAND-ALTERNATES

A. Preferred-Brand Alternate No. 1: Door Cylinders and Locks

1. Base Bid: Provide Door Cylinders and Locks as scheduled by single source manufacturer.
2. Bid Alternate: Provide Door Cylinders by Keymark and Locks by Schlage.
3. Preferred Brand Alternate Explanation:
 - a. Keymark cylinders and Schlage locks are high quality and provide superior performance, maintenance and durability in comparison to other brands. The service provided by this manufacturer representative is exceptional when compared to other manufacturer representatives. This product also improves the functioning of the maintenance department because the owner only has to stock replacement parts for one type of lock and cylinder. Using only one product reduces the overall required training and decreases the manhours required for repairs. Also, standardizing on Schlage allows the owner to keep (or form) a Grand Master keyway system which is an important security feature. This item is being item be bid as an alternate due to the long-term cost savings received through the product's quality and durability. Also, rekeying of the existing cylinders shall be by Marshall's Locksmith since they control Town of Clayton's master key system.

B. Preferred-Brand Alternate No. 2: Door Closers

1. Base Bid: Provide Door Closers as scheduled by any approved manufacturer.
2. Bid Alternate: Provide Door Closers by Sargent.
3. Preferred Brand Alternate Explanation:
 - a. Sargent closers are high quality closers that provide excellent performance, maintenance, and greater durability in comparison to other brands. In addition, they are heavier and have less moving parts, which results in fewer failures. The service provided by each manufacturer's representative is exceptional when compared to other manufacturers. Use of these products also improves the functioning of the maintenance department because they will stock replacement parts for only two exit devices. The use of two products also reduces the amount of required training. Both staff familiarity and product robustness decrease the man hours required for repairs. These items are being bid as an alternate due to the long-term cost savings received through the product's quality and durability.

C. Preferred-Brand Alternate No. 3: Door Overhead Stops

1. Base Bid: Provide Door Overhead Stops & Magnetic Holders as scheduled by any approved manufacturer.
2. Bid Alternate: Provide Door Overhead Stops by Sargent.
3. Preferred Brand Alternate Explanation:
 - a. Sargent overhead stops are high quality devices that provide excellent performance, maintenance, and greater durability in comparison to other brands. In addition, they are heavier and have less moving parts, which results in fewer failures. The service provided by each manufacturer's representative is exceptional when compared to other manufacturers.

D. Preferred Vendor No. 1: DEPS for Security/Access Control

E. Preferred Vendor No. 2: Marshall's Locksmith for rekeying

END OF SECTION 012300

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Division 01 Section "Allowances" for procedural requirements governing the handling and processing of allowances.
 - 2. Division 01 Section "Unit Prices" for administrative requirements governing the use of unit prices.
 - 3. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 4. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's construction schedule.
 - 1. Submit the Schedule of Values to Architect at earliest possible date, but no later than 30 calendar days after the Notice to Proceed.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.

2. Arrange Schedule of Values in tabular form consistent with format of AIA Document G703. Column for Item Number shall be represented by Related Specification Section.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Include separate line items under principal subcontracts for materials and labor for individual activities and separate line items for the following:
 - a. Allowances.
 - b. Contingency.
 - c. Reserve Funds.
 - d. Change Orders.
 - e. Performance and Payment Bonds.
 - f. Permits.
 - g. Insurance.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
6. For Allowances, show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and Final Application for Payment involve additional requirements.
- B. Payment Application Times: Submit Application for Payment to Architect by the 5th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
 1. With each Application for Payment, submit the following with the WCPS Project ID Number on each document:
 - a. Appendix E – MBE Documentation for Contract Payments.
 - b. State of North Carolina County Sales and Use Tax Report.

- c. State of North Carolina Sales and Use Tax Report Detail.
 - d. Updated Project Construction Schedule.
 - e. Current Insurance Certificate.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders issued before last day of construction period covered by application.
 - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit five signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers.

3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Schedule of unit prices.
 5. Submittal schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. List of Contractor's principal consultants.
 8. Copies of building permits.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 10. Initial progress report.
 11. Report of preconstruction conference.
 12. Certificates of insurance and insurance policies.
 13. Performance and payment bonds.
 14. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After date of Substantial Completion has been established, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Beneficial Occupancy issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit Final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Requests for Information (RFIs).
 - 3. Project website.
 - 4. Project meetings.
- B. Related Requirements:
 - 1. Division 01 Section "Work Restrictions" for specific restrictions related to performance of the Work.
 - 2. Division 01 Section "Payment Procedures" for preparing and submitting the Schedule of Values.
 - 3. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule and for conducting a Prescheduling Conference.
 - 4. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 5. Division 01 Section "Construction Waste Management and Disposal" for proper procedures in disposal, salvage and recycling.
 - 6. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.
 - 7. Division 01 Section "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

1.3 DEFINITIONS

- A. RFI (Request for Information): Request from General Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entities performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 7 days after Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including office and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
1. Post copies of list in project meeting room, in temporary field office, and on Project Website. Keep list current at all times.
- C. Emergency Contact List: Not later than 24 hours after Notice to Proceed or at Pre-Construction Meeting, GC shall distribute an Emergency Contact List. At a minimum, the list will contain each person's name, daytime telephone number, night phone number, email address, and text number if applicable. For each company the minimum information will be the contact information listed above for each key person involved in the work (project manager and superintendent at a minimum), the business name, the business phone number, physical address and email address. At a minimum, this information is required for the following subcontractors:
1. General Contractor
 2. Utility
 3. Grading
 4. Foundations
 5. Plumbing
 6. Mechanical
 7. Electrical
- D. Project Logistics Plan: Not later than 7 days after Notice to Proceed or at Pre-Construction Meeting, GC shall distribute Project Logistics Plan. Contractor will adjust the plan per the Town's recommendations and requirements prior to commencing work on site. At a minimum, the plan will document the following:
1. Date of proposed implementation. (Proposed start date and likely duration.)
 2. Map of project work limits and proposed staging/lay-down areas.
 3. Protection and remediation plans for existing hardscape and landscape.
 4. Plan for safe management of pedestrian and vehicular traffic around construction activity.
 5. Safety fencing, barricades, and temporary facilities or services.
- E. Preliminary Schedule of Maintenance Materials: Not later than 30 days after Notice to Proceed, GC shall create a consolidated preliminary schedule of maintenance (extra) materials identified in other Sections and shall submit to Architect for review. Refer to Division 01 Section "Closeout Procedures" for requirements of Final Schedule of Maintenance Materials. At a minimum the preliminary schedule will document the following:
1. Specification Section number and title.
 2. General product description.
 3. Manufacturer name and model number.
 4. Quantity of extra material to be delivered to the Owner at Project Closeout, listed as a deliverable unit (i.e. boxes, cartons, fixtures, etc).

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Construction of integrated exterior mockup wall.
 - 6. Progress meetings.
 - 7. Preinstallation conferences.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: GC's software-generated form with substantially the same content as indicated above, acceptable to Architect.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow three (3) working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within three (3) working days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and distribute a tabular log of RFIs organized by the RFI number. Provide log with not less than the following information:

1. Project name and number.
 2. Name and address of Architect and GC
 3. RFI number, including RFIs that were returned without action or withdrawn.
 4. RFI description, including response when available.
 5. Date the RFI was submitted.
 6. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three (3) working days if Contractor disagrees with response.

1.7 PROJECT WEBSITE

- A. Use Construction Manager's Project Website (Procore Technologies, Inc) for purposes of hosting and managing project communication and documentation until Final Payment. Project Website shall include the following functions:
1. Project directory.
 2. Project correspondence.
 3. Daily field reports.
 4. Meeting minutes.
 5. RFI forms and log.
 6. Photo documentation.
 7. Construction schedule.
 8. Submittals and log.
 9. Drawing and specification document hosting, viewing, and updating.
- B. Provide Website user access for use of the Owner, Owner's Commissioning Authority, Architect, and Architect's consultants.
- C. On completion of Project, prior to Final Payment, provide one complete archive copy of Project Website files to Owner and to Architect in a digital storage format acceptable to Architect.

1.8 PROJECT MEETINGS

- A. General: General Contractor will schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, General Contractor, and Architect, within three (3) working days of the meeting.
- B. Preconstruction Conference: GC will schedule and conduct a preconstruction conference(s) before starting construction, at a time convenient to Owner and Architect.
1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Construction Manager, Architect and their consultants, major subcontractors, suppliers, and other concerned

parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect progress, including the following:

- a. Contractor's construction schedule.
- b. Weekly progress meetings.
- c. Critical work sequencing and long-lead items.
- d. Designation of key personnel and their duties.
- e. Lines of communications.
- f. Procedures for processing field decisions and Change Orders.
- g. Procedures for RFIs.
- h. Procedures for testing and inspecting.
- i. Procedures for processing Applications for Payment.
- j. Distribution of the Contract Documents.
- k. Minority Business Contractors.
- l. Submittal procedures.
- m. Preparation of record documents.
- n. Use of the premises.
- o. Work restrictions.
- p. Working hours.
- q. Decorum on construction site.
- r. Responsibility for temporary facilities and controls.
- s. Procedures for moisture and mold control.
- t. Procedures for disruptions and shutdowns.
- u. Construction waste management and recycling.
- v. Parking availability.
- w. Office, work, and storage areas.
- x. Equipment deliveries and priorities.
- y. Safety and first aid.
- z. Security.
- aa. Progress cleaning.

4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: General Contractor will schedule and conduct preinstallation conferences at Project site before each construction activity that requires coordination with other construction. Additional requirements for Preinstallation Conferences are included in other Sections of the Project Manual.

- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise authorized representatives of the Owner, Architect, and Owner's Commissioning Authority when appropriate, of scheduled meeting dates.
- 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Related RFIs.
 - c. Related Change Orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Submittals.
 - g. Sustainability requirements.
 - h. Review of mockups.
 - i. Possible conflicts.

- j. Compatibility requirements.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Acceptability of substrates.
 - p. Temporary facilities and controls.
 - q. Space and access limitations.
 - r. Regulations of authorities having jurisdiction.
 - s. Testing and inspecting requirements.
 - t. Installation procedures.
 - u. Coordination with other work.
 - v. Required performance results.
 - w. Protection of adjacent work.
 - x. Protection of construction and personnel.
- 3. GC shall record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: GC to distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: General Contractor will conduct progress meetings at weekly intervals.

- 1. Coordinate dates of meetings with preparation of payment requests.
- 2. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority, General Contractor, and Architect and their consultants, each subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
- 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time. Review schedule for next period.
 - 1) For reports of Work Completed and Work Projected, use 7-day periods at regular weekly progress meetings.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Status of proposal requests.
 - 2) Pending changes.
 - 3) Pending claims and disputes.

- 4) Status of Change Orders.
 - 5) Status of RFIs.
 - 6) Status of submittals.
 - 7) Construction/coordination issues, including but not limited to:
 - a) Interface requirements.
 - b) Sequence of operations.
 - c) Deliveries.
 - d) Off-site fabrication.
 - e) Access.
 - f) Site utilization.
 - g) Temporary facilities and controls.
 - h) Progress cleaning.
 - i) Quality and work standards.
 - j) Status of correction of deficient items.
 - 8) Field observations.
 - 9) Special Inspection reports/discrepancy notices.
 - 10) Documentation of information for payment requests. Provide draft copy for Designer review at stipulated interval prior to Application for Payment submittal to Owner.
 - 11) Distribute copies of current Construction Schedule.
 - 12) Distribute copies of current Change Order Log.
 - 13) Distribute copies of current RFI Log.
 - 14) Distribute copies of current Submittals Log.
 - 15) Comments from Contractor, Architect, Engineer, Owner.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Site condition reports.
 - 5. Special reports.
- B. Related Requirements:
 - 1. Division 01 Section "Payment Procedures" for preparing and submitting the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for schedule update requirements related to weekly and monthly progress meetings.
 - 3. Division 01 Section "Submittals" for requirements of incorporating a schedule of submittals into the Contractor's Construction Schedule.
 - 4. Division 01 Section "Quality Requirements" for maintaining a log of tests and inspections.
 - 5. Division 01 Section "Closeout Procedures" for closeout documentation requirements.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 2. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Milestone: A key or critical point in time for reference or measurement.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file, where indicated.
 - 2. PDF electronic file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
 - 2. Make corrections noted by Architect and resubmit final schedule for approval.
- C. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.
- D. Construction Schedule Updating Reports: Submit with Applications for Payment and at each Monthly Progress Meeting.
- E. Daily Construction Reports: Submit at monthly intervals.
- F. Site Condition Reports: Submit at time of discovery of differing conditions.
- G. Special Reports: Submit at time of unusual event.

1.5 COORDINATION

- A. Coordinate Contractor's construction schedule with the Schedule of Values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Acceptance.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 14 calendar days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - a. Owner-supplied materials.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittals" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
 - 5. Final Acceptance: Indicate completion in advance of date established for Final Acceptance, and allow time for Architect's and Construction Manager's administrative procedures necessary for certification of Final Acceptance. This date must allow adequate time to accommodate punchlist and corrective work activities before date of Final Acceptance.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
 - 1. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 - 2. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 - 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Uninterruptible services.
 - b. Partial occupancy before Final Acceptance.
 - c. Use of premises restrictions.
 - d. Seasonal variations.
 - e. Environmental control.
 - 4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Submittals.
 - b. Mockups.
 - c. Fabrication.
 - d. Sample testing.
 - e. Installation.
 - f. Tests and inspections.
 - g. Curing.

- h. Building flush-out.
 - i. Startup and placement into final use and operation.
- 5. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.
 - b. Temporary enclosure and space conditioning.
 - c. Permanent space enclosure.
 - d. Completion of mechanical installation.
 - e. Completion of electrical installation.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed and Final Acceptance.
 - 1. Temporary enclosure.
 - 2. Space conditioning.
 - 3. Road closure and reopening.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is 5 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
 - 1. If the Contractor falls five (5) calendar days behind on any activity on the critical path shown on the Schedule or, if it becomes apparent from the Schedule that the Work might not be completed within the Contract Time or milestone dates might not be achieved as scheduled, the Contractor agrees to take, at no additional cost to the Owner, some or all of the following actions to recover the Schedule:
 - a. Increase the number of employees in such trades as shall regain lost schedule progress.
 - b. Increase the number of working hours per shift, shifts per working day, working days per week, amount of equipment or any combination of the foregoing to regain lost schedule progress.
 - c. In addition, the Contractor shall prepare and submit a Recovery Schedule demonstrating the Contractor's program and proposed plan to regain lost schedule progress and to ensure completion of the Work with the Contract Time and in accordance with the Schedule. Upon approval by the Owner and Architect, the Recovery Schedule shall become a part of the Schedule. All costs related to the preparation of any Recovery Schedule shall be borne by the Contractor.
 - d. Failure of the Contractor to comply with the requirements of subparagraphs a., b., or c. above or the Contractor's failure to diligently prosecute the Work so as to ensure its completion within the Contract Time is sufficient grounds to constitute a substantial breach of the Contract Documents.

2. Should any revision of any Progress Schedule show that the Contractor is behind so that, without increasing his rate of performance, he will not complete any activity, the late completion of which could delay Final Acceptance of the Work, the Owner shall be entitled to withhold from the next Progress Payment due the Contractor an amount not exceeding the amount the Owner would be entitled to in Liquidated Damages, should the Contractor delay Final Acceptance by the same number of days as he is behind, as shown in the most recent update/revision to the Progress/Schedule. Withholding of such funds shall be under the provisions of the General Conditions of the Contract, Article 33, Paragraph a.3. If, subsequently, the Contractor's progress, as shown by a succeeding revision to the Progress Schedule, is such that the anticipated delay no longer exists, the Owner shall pay with the Progress Payment next due to the Contractor such amounts as have been withheld in accordance with this paragraph.
 - G. Each construction activity in the Schedule shall contain as a minimum, but shall not be limited to, description, duration, trade, area/floor, and relationship to other elements of the project. The work shall be categorized into activities of a duration no longer than fourteen (14) calendar days each, except for non-construction activities.
 - H. Float time is the amount of time between the earliest start date and the latest start date or between the earliest finish date and the latest finish date of activities shown on the Schedule. For the purpose of this project, the Owner and Contractor specifically agree that float time shown in the approved Construction Schedule is not for the exclusive benefit of either the Contractors or the Owner and is available for use by whichever party needs the float to facilitate the effective use of available resources and to minimize the impact of unforeseen problems in execution of the Work. Further, the Contractor specifically agrees that there will be no basis for an extension of Contract Time, or a claim for additional compensation as a result of any project Change Order or delay which only results in the loss of available positive float in activities of the approved Construction Schedule.
 - I. Any request for extension of Contract Time shall include a proposed revised CPM Construction Schedule showing how the requested time extension alters the approved CPM Construction Schedule. The Contractor shall prepare the revised schedule, which must clearly display that the Contractor has used, in full, all of the float time available for the work involved in this request. The cost of such preparation will be borne by the Contractor. Upon approval by the Architect and Owner, the proposed revised schedule will be incorporated into the CPM Construction Schedule.
 - J. If the Contractor at any time knows or has reason to believe that the delivery of any item of material or equipment or the storage of qualified labor or delays caused by others or the occurrence of any other difficulty may cause a delay in carrying out the approved Order of Construction or the Progress Schedule, he shall notify the Architect in writing within three (3) days.
 - K. Any work necessary to be performed after regular hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the Owner, unless it is a Change in Work with an approved Time Extension or acceleration.
 - L. Computer Scheduling Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.
- 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)
- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule prior to issuance of first legitimate Application for Payment. Base schedule on the startup construction schedule and additional information received since the start of Project.
 - B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. CPM Schedule: Prepare Contractor's construction schedule.
 1. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 2. Use "one calendar day" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.
- C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Pre-installation conferences.
 - c. Mobilization and demobilization.
 - d. Purchase of materials.
 - e. Delivery.
 - f. Fabrication.
 - g. Utility interruptions.
 - h. Installation.
 - i. Work by Owner that may affect or be affected by Contractor's activities.
 - j. Testing and commissioning.
 - k. Punch list and Final Acceptance.
 - l. Activities occurring following Final Acceptance.
 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- E. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
 1. Subcontractor and the Work or activity.
 2. Description of activity.
 3. Main events of activity.
 4. Immediate preceding and succeeding activities.

5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float time.

F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float time.
7. Changes in the Contract Time.

G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
 - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

2.4 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. Approximate count of personnel at Project site.
3. Equipment at Project site.
4. Material deliveries.
5. High and low temperatures and general weather conditions, including presence of rain or snow.
6. Accidents.
7. Meetings and significant decisions.
8. Unusual events (see special reports).
9. Stoppages, delays, shortages, and losses.
10. Meter readings and similar recordings.
11. Emergency procedures.
12. Orders and requests of authorities having jurisdiction.
13. Change Orders received and implemented.
14. Field Orders received and implemented.
15. Services connected and disconnected.
16. Equipment or system tests and startups.
17. Partial completions and occupancies.
18. Final Acceptance authorized.

- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to Architect and parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Manager: Engage a scheduling manager to provide planning, evaluation, and reporting using CPM scheduling.
 - 1. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Distribute at monthly SCO progress meetings.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Architect, Owner, Owner's Commissioning Authority, subcontractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Division 01 Section "Modification Procedures" for submitting change proposals.
 - 2. Division 01 Section "Payment Procedures" for preparing and submitting the Schedule of Values.
 - 3. Division 01 Section "Project Management and Coordination" for distributing and posting coordination drawings, and for requirements of the Project Website.
 - 4. Division 01 Section "Construction Progress Documentation" for submitting construction schedules and reports.
 - 5. Division 01 Section "Quality Requirements" for requirements of mock-ups.
 - 6. Division 01 Section "Product Requirements" for submitting product substitutions.
 - 7. Division 01 Section "Execution" for submitting surveys.
 - 8. Division 01 Sections "Warranties", "Roof Warranties", and "Closeout Procedures" for submitting warranties, Project Record Documents, and operation and maintenance manuals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action.
- C. Portable Document Format (PDF): An open standard file format used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Include a schedule of submittals, whose procurement schedule could affect the critical path, arranged in chronological order, in Contractor's 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 Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Include Specification number in title of each Submittal.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.
 - a. Revise submittal schedule within Contractor's Construction Schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. 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. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. 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. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - b. Provide all interior finish submittals, including samples, at one time for Designer and Owner review and selection.
 - c. Provide all exterior finish submittals, including samples, at one time for Designer and Owner review and selection.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect'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 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect 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 14 calendar days for review of each resubmittal.
 4. Allow time for mockup construction, review and approval when allotting time for submittals related to components required in mockups. See Division 01 Section "Quality Requirements" for requirements of mockups. Products required in mockups are indicated in individual Specification Sections.
- D. 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.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use Specification Section number followed by a hyphen and then a sequential number associated with Product Data, Shop Drawings, Samples, etc. (e.g., 061000-1.0). Submittals shall include a numerical suffix after a decimal point starting with 0 for the original submission and increasing sequentially for subsequent resubmittals (e.g., 061000-1.1)
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect or Engineer.
 4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of General Contractor
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Specification Section number and title.
 - h. Drawing number and detail references, as appropriate.
 - i. Location(s) where product is to be installed, as appropriate.
 - j. Related physical samples submitted directly.
 - k. Indication of full or partial submittal.
 - l. Submittal distribution record.
 - m. Other necessary identification.
 - n. Remarks.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on subcontractor's and/or supplier's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

- G. 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. Provide a complete submittal as the resubmittal, including information acceptable in the original submittal or previous resubmittal.
 - 4. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- H. 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.
- I. Use for Construction: Retain complete copies of submittals on Project Website. Use only final action submittals that are marked with "No Exception Taken" or "Make Corrections Noted" notation from Architect's action stamp or similar from Engineer's action stamp.
- J. Submittals Log: Prepare, maintain, and distribute a tabular log of submittals organized by the submittal number. Provide log with not less than the following information:
 - 1. Project name and number.
 - 2. Name and address of Architect and General Contractor
 - 3. Submittal number, including submittals that were returned without action or withdrawn.
 - 4. Submittal description.
 - 5. Submittal category (i.e. Product Data, Show Drawings, Samples, etc).
 - 6. Entity that created the submittal.
 - 7. Date GC received submittal from subcontractor.
 - 8. Date the submittal was sent to the Architect.
 - 9. Date the submittal was returned to the GC
 - 10. Date returned submittal was forwarded to the subcontractor.
 - 11. Action stamped on submittal by Architect, Engineer or Owner.
 - 12. Entity that reviewed the submittal (i.e. Architect, Engineer, Owner, etc).
- K. On receipt of returned submittal, update the Submittal Log and immediately distribute the submittal to affected parties.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Post electronic submittals as PDF electronic files directly to Project Website specifically established for Project.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - b. Be clear on Project Website as to which posted submittals are in review and which are final submittals that have completed the review process.
 - 2. 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. 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.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. 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 posted to Project Website.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. 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 if specified.
 2. Submit Shop Drawings in the following format:
 - a. PDF electronic file posted to Project Website.
- D. Samples: Submit Samples directly to Architect's office 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. Returned 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 five (5) full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will retain two (2) sets, remainder will be returned.
 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 five (5) sets of Samples. Architect will retain two (2) Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) 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. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.

4. Submit product schedule in the following format:
 - a. PDF electronic file posted to Project Website.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- I. Closeout Submittals, Maintenance Data, and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- Q. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers' names.

5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- S. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- T. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- U. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- V. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

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 and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

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SECTION 014000 - QUALITY 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.

1.2 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. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. 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.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Commissioning Agent, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
 - 1. Division 01 Section "Execution" for construction layout, field engineering and surveying, installation, cleaning and protection.

1.3 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. Services do not include contract enforcement activities performed by Architect.
- 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.

1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
- 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. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as a 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).

1.4 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.

1.5 ACTION SUBMITTALS

- A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
 1. Indicate manufacturer and model number of individual components.
 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections, in duplicate to Architect and Commissioning Agent except as otherwise indicated, and submit copies directly to governing authorities where required or requested. 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 reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement that equipment complies with requirements.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 4. Statement whether conditions, products, and installation will affect warranty.
 - 5. Other required items indicated in individual Specification Sections.
- D. 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.

1.8 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 – **the State of North Carolina** – 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. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Manufacturer's Technical 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. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. 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.

- c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
- 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and Commissioning Authority, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. 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 Architect.
 - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
 - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 7. Demolish and remove mockups when directed unless otherwise indicated.
- K. Integrated Exterior Mockups: Construct integrated exterior mockup according to reviewed Shop Drawings and as indicated on Drawings. Coordinate installation of exterior envelope materials and products to be integrated into Exterior Mockup as required in individual Specification Sections, along with supporting materials.
 - 1. Locate mockup as directed by Architect.
 - 2. See Drawings for mockup details.
 - 3. Build mockups for typical exterior walls, including face veneer masonry and phenolic panels, backup wall construction, rigid insulation, air barrier, veneer anchors, flashing and weep holes, sealant, coping, drip edge, and glazed openings. Include metal deck and metal fabrications for support angles and channels.
 - a. After mockup of air barrier and flashing for opening are inspected and approved, install glazed aluminum storefront mockup within a portion of masonry opening, as indicated, for review.
 - b. Include sealant for storefront intersection with masonry.
 - c. Include sealant for masonry control joint.
 - d. Include 12" CMU, 2 colors of modular brick, and 2 colors of mortar.
 - e. Include 2 colors of phenolic panel.
 - f. Include wood blocking.

4. Clean exposed faces of mockups with masonry cleaner as indicated.
5. Notify Architect seven days in advance of dates and times when mockups will be constructed. After Architect's review make repairs and corrections to mock-ups as directed by Architect.
6. Protect accepted mockups from the elements with weather-resistant membrane. Maintain protected mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Approval of mockups is for color, texture, blending of masonry units, and relationship of mortar and sealant colors to masonry unit colors; tooling of joints; and aesthetic qualities of masonry workmanship. Approval of mockups is also for other material and construction qualities specifically approved by Architect in writing.
8. Demolish and remove mockups when directed.

1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. 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.
1. It is the Contractor's responsibility to contact the Owner's testing agency for all required tests. The Contractor shall contact the testing agency at the times and interval as set forth in this Project Manual and initiate the required tests with sufficient advance notice to allow the testing agency to schedule the inspections.
 2. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 3. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 4. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 5. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 6. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

7. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittals."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: 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 Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Agent and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 1. Notify Architect, Commissioning Agent, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.

- H. 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 APPLICABLE

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections performed either by Owner-engaged testing agency or Contractor-engaged testing agency. 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 Architect's, Commissioning Authority'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. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- 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 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities to be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Pay sewer-service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Pay water-service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the DOJ's "2010 ADA Standards for Accessible Design".

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents, including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
 - 3. Drinking water.
 - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
 - 5. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service:
 1. Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
 1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- F. Electric Power Service:
 1. Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

- a. Install electric power service underground unless otherwise indicated.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.4 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
 - 1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - 2. Maintain and touch up signs, so they are legible at all times.
- D. Waste Disposal Facilities:
 - 1. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Section 011000 "Summary."
- B. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals, so Project will be free of pests and their residues at Substantial

Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.

- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign, stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.6 MOISTURE AND MOLD CONTROL

- A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - 2. Keep interior spaces reasonably clean and protected from water damage.
 - 3. Periodically collect and remove waste containing cellulose or other organic matter.
 - 4. Discard or replace water-damaged material.
 - 5. Do not install material that is wet.
 - 6. Discard and replace stored or installed material that begins to grow mold.
 - 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.

- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for **48** hours are considered defective and require replacing.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for **48** hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within **48** hours.

3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- B. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

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EQUAL PRODUCT REQUEST (prior to bid)

Project: Hocutt-Ellington Library Renovation	Request No. (Assigned by DKA)
DKA Project No.: 2415 Submitted By: Date:	

Product Name/Item as listed in specification:	Specification section and paragraph:
Description of Equal Product:	
Name, Model Number, other information as required to enumerate product	
Proposed cost impact: Y or N	Describe affect, if any on construction schedule:
Supporting Data:	
List attached supporting data including drawings, cut sheets, samples, installation information, etc.	
Affected trades:	
List other trades that are affected by incorporation of this Equal Product	

The Undersigned certifies that the proposed Equal Product:

1. Has been fully investigated and determined to be equal or superior to the named product. This includes, but is not limited to, durability, appearance and performance.
2. Will have the same or better warranty coverage and duration.
3. Will have the same or better maintenance and service requirements and availability of replacement parts.
4. Will have no adverse effect on other trades, and will not negatively affect or delay progress schedule.
5. Will not diminish the effectiveness of any rated assembly or in any way affect any quality or function as it relates to Code compliance.
6. Does not alter the design intent and/or functional requirements.

7. Does not require revisions to the Contract Documents or require extensive coordination.

The Undersigned certifies that the proposed Equal Product satisfies all of the requirements set forth in the Contract Documents and in this request.

Requesting Entity:

Submitter Representative Name:	Company:
Signature:	Telephone:

Attachments:

Architect's or Engineer's Action:

- ☐ Equal Product approved as submitted.
- ☐ Equal Product approved as noted.
- ☐ Equal Product rejected.
- ☐ Equal Product Request not submitted with sufficient documentation to process. Contractor may choose to resubmit with fully required documentation.

Notes:

Designer Representative:	Date:
Signature:	

SECTION 016000 - PRODUCT 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.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and equal products, requests to revise products, and requests for substitutions.
- B. Related Requirements:
 - 1. Division 01 Section "Allowances" for products selected under an allowance.
 - 2. Division 01 Section "Alternates" for products selected under an alternate.
 - 3. Division 01 Sections "Warranties" for additional requirements for warranties.
 - 4. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 5. Divisions 02 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. General: Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents or to negate the meaning of other terms including "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction", and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
 - 1. Definitions used in this Article are intended to support or supplement words or phrases defined in the General Conditions of the Contract.
- B. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that are current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been installed or in service. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved by Architect through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of named products.
 - 4. Equal Product: Product that is demonstrated to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that satisfy all of the specified requirements of a single product specified with an "or approved equal" clause. Acceptance of Equal Product is subject to approval of Designer or Owner.

5. Substitutions: Products that deviate from the named product or system in at least one significant characteristic. Substitutions must satisfy the general design intent, but may require additional changes or coordination to enable incorporation into the Work. Acceptance of Substitution is subject to approval of Designer or Owner.
- C. Materials: Products that must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of work.
- D. Equipment: Products with operational parts, regardless of whether motorized or manually operated, including products with service connections (wiring, piping, etc.).
- E. Systems: A grouping of materials, parts and/or products that work in conjunction with each other to perform a task or otherwise fulfill a building requirement or function.
- F. Substitutions Requests:
 1. A Substitution Request is a pre-bid request by the Contractor to utilize a different product from that as specified. Post-bid requests are limited to a Substitution Product that can be clearly demonstrated as an added benefit to the Owner.
 2. The requirements for Substitutions do not apply to specified Contractor options on named products and construction methods.
 3. Revisions to Contract Documents, where requested by Architect on behalf of Owner or Engineer, are "Changes in the Work," not Substitutions.
 4. Requested Substitutions approved during bidding period or resulting from negotiations which have been accepted prior to Contract Date, are included as part of the Contract Documents.
 5. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute Substitutions; and do not constitute a basis for a Change In the Work, except as provided for in Contract Documents. Otherwise, Contractor's requests for changes in products, materials and methods of construction required by the Contract Documents are considered Substitution Requests, and are subject to the requirements for Substitution Requests.
- G. Equal Product (Alternate Material) Requests: An Equal Product Request is a pre- or post-bid request by the Contractor to utilize a product that the Contractor determines satisfies all of the specified requirements of a single product specified with an "or approved equal" clause. The proposed Equal Product shall satisfy all of the requirements set forth in the specifications and require no modifications to the design.
- H. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "Basis-of-Design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating Equal Products. Specifying products by a Basis-of-Design does not limit the contractor to providing only that specified product.
- I. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications. Submit a comparable product request, if applicable.

ACTION SUBMITTALS

- J. Pre-Bid Substitution Requests: A pre-bid Substitution Request must be submitted on the provided Substitution Request form, attached at the end of this Section, a minimum of ten (10) calendar days prior to the bid opening. Contractor shall submit the fully completed Substitution Request Form, and all of its required documentation, for consideration of each Substitution Product.
- K. Post-Bid Substitution Requests: A post-bid Substitution Request must be submitted on the provided Substitution Request form, attached at the end of this Section, as soon as possible after bids are received. Contractor shall submit the fully completed Substitution Request Form, and all of its required documentation, for consideration of each Substitution Product.
- L. Substitution Request Form (pre- or post-bid):
 - 1. Utilize form attached at the end of this Section. Complete in full, including all required documentation, prior to submittal to Architect.
 - 2. Fully identify product, equipment, system, fabrication or installation proposed to be replaced by Substitution, including related specification section and drawing number(s), and fully document to show compliance with requirements for Substitutions. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of significant qualities between specified item and proposed Substitution, statement of effect on construction time and coordination with other affected work, cost information or proposal, and Contractor's statement to the effect that proposed Substitution will result in overall work equal-to-or-better-than work originally indicated.
 - 3. Information that is incomplete will not be considered.
 - 4. Architect's Action:
 - a. Pre-Bid Request: If Substitution Request is approved by Architect or Engineer, approval will be notified by Bid Addendum to all interested bidders. If additional information or documentation is required by Architect after receipt of original Substitution Request, Architect will notify Contractor within three calendar days of request with the need for additional information. However, Substitution Requests, including additional information notifications and receipt, can only be received up to ten calendar days prior to bid opening to allow Architect time to review and incorporate an approvals into a Bid Addendum. If submitted within ten (10) calendar days prior to the Bid Date, Contractor's request for substitution will be received and considered when extensive revisions to Contract Documents are not required and changes are in keeping with general intent of Contract Documents; when timely, fully documented and properly submitted; and when the following conditions is satisfied, all as judged by Architect. Otherwise, requests will be returned without action except to record non-compliance with these requirements.
 - 1) Where substantial advantage is offered Owner, in terms of cost, time or other valuable considerations, after deducting offsetting responsibilities Owner may be required to bear, including additional compensation to Architect/Engineer for redesign and evaluation services, increased cost of other work by Owner or separate contractors, and similar considerations.
 - b. Post-Bid Request: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a Substitution Request. Architect will notify Contractor of approval or rejection of proposed Substitution within 15 calendar days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later. Contractor's request for product revision will be received and considered when extensive revisions to Contract Documents are not required and changes are in keeping with general intent of Contract Documents; when timely, fully documented and properly submitted; and when the following conditions are satisfied, all as

judged by Architect. Otherwise, requests will be returned without action except to record non-compliance with these requirements.

- 1) Where substantial advantage is offered Owner, in terms of cost, time or other valuable considerations, after deducting offsetting responsibilities Owner may be required to bear, including additional compensation to Architect/Engineer for redesign and evaluation services, increased cost of other work by Owner or separate contractors, and similar considerations.
- 2) A Substitution Request will not be received or considered when the request is made by the Contractor in order to procure a product that has a shorter lead time than the specified product, and the Contractor has failed to order the specified product in a timely manner.

M. Equal Product Requests: An Equal Product Request must be submitted on the provided Equal Product Request form, attached at the end of this Section, as soon as possible after bids are received. Contractor shall submit the fully completed Equal Product Request Form, and all of its required documentation, for consideration of each Equal Product.

N. Equal Product Request Form:

1. Utilize form attached at the end of this Section. Complete in full, including all required documentation, prior to submittal to Architect.
2. Information that is incomplete will not be considered.
3. Architect's Action:
 - a. If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of an Equal Product Request. Architect will notify Contractor of approval or rejection of proposed Equal Product within 15 calendar days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - b. Architect will consider Contractor's Equal Product Request when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 - 1) Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2) Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3) Evidence that proposed product provides specified warranty.
 - 4) List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 - 5) Samples, if requested.
 - 6) Will coordinate installation and make changes to other work, which may be required for the Work to be complete with no additional cost to Owner.
 - 7) Waives claims for additional costs or time extension, which may subsequently become apparent.

1.4 QUALITY ASSURANCE

- A. Source Limitations: To the greatest extent possible, provide products, materials and equipment of singular generic kind and from a single source.
- B. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.
 - 3. Compatibility is a basic general requirement of product/material selections.
- C. Identification of Products: Except as otherwise indicated for required approval labels and operating data, do not permanently attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required labels and stamps on a concealed surface, or, where required for observation following installation, on an accessible surface which, in occupied spaces, is not conspicuous.
 - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous. Include information essential for operation, including the following:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.
 - 3. See individual identification sections in Divisions 21, 22, 23, and 26 for additional identification requirements.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation. The compliance requirements, for individual products as indicated in Contract Documents, are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with. Also "allowances" and similar provisions of Contract Documents will have a bearing on selection process.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and previously and successfully on other projects and in similar applications.
 3. Continued Availability: Where additional amounts of the product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.
 4. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 5. Where products are accompanied by the term "as selected," Architect will make selection.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 7. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," or "or comparable", comply with requirements in "Equal Products Request" Article to obtain approval for use of an unnamed product.
- B. Contractor's options for selecting products are limited by Contract Document requirements, and governing regulations, and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects. Required procedures include, but are not necessarily limited to, the following for various indicated methods of specifying.

Named Products:

- a. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide Submittal (see Division 01 Section "Submittals") of one of the products listed, or an unnamed product, that complies with requirements.
2. Manufacturers:
 - a. Nonrestricted List: Where Specifications include a list of available manufacturers, provide Submittal (see Division 01 Section "Submittals") of a product by one of the manufacturers listed that complies with requirements, or a product by an unnamed manufacturer that complies with requirements.
3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide Submittal (see Division 01 Section "Submittals") of the specified or indicated product or a comparable product by another manufacturer. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named.
4. Visual Matching: Where matching of an established sample is required, final judgement of whether a product proposed by Contractor matches sample satisfactorily is Architect's judgement. Where no product which matches sample satisfactorily and complies with requirements within specified cost category is available, comply with Contract Document provisions concerning Substitutions or Changes in the Work for selection of a matching product outside established cost category or not complying with requirements.
5. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
6. Substitution Product: Comply with requirements for Substitution Request in Part 1.
7. Equal Product: Comply with requirements for Equal Product Request in Part 1.

PART 3 - EXECUTION

NOT APPLICABLE

END OF SECTION 016000

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SUBSTITUTION REQUEST

Project: Hocutt-Ellington Library Renovation	Request No. (Assigned by DKA)
DKA Project No.: 2415 GC: Submitted By: Date:	

Product Name/Item as listed in specification:	Specification section and paragraph:
Description of Substitution Product:	
Name, Model Number, other information as required to enumerate product	
Proposed cost impact: Y or N	Describe affect, if any on construction schedule:
Supporting Data:	
List attached supporting data including drawings, cut sheets, samples, installation information, etc.	
Affected trades:	
List other trades that are affected by incorporation of this Substitution Product	

The Undersigned certifies that the proposed Substitution:

1. Has been fully investigated and determined to provide evidential benefit to the Owner over the specified product.
2. Will have the same or better warranty coverage and duration.
3. Will have the same or better maintenance and service requirements and availability of replacement parts.
4. Will have no adverse effect on other trades, and will not negatively affect or delay progress schedule.
5. Will not diminish the effectiveness of any rated assembly or in any way affect any quality or function as it relates to Code compliance.
6. Does not alter the design intent and/or functional requirements.
7. Does not require extensive modifications to the design or require extensive coordination.

The Undersigned certifies that the proposed Substitution satisfies all of the requirements set forth in the Contract Documents and in this request.

Requesting Entity:

Submitter Representative Name:	Company:
Signature:	Telephone:

Attachments:

Architect's or Engineer's Action:

- ☐ Substitution approved as submitted.
- ☐ Substitution approved as noted.
- ☐ Substitution rejected.
- ☐ Substitution Request not submitted with sufficient documentation to process. Contractor may choose to resubmit with fully required documentation.
- ☐ Pre-Bid Substitution Request not submitted in proper timeframe – Action on request not permitted.

Notes:

Designer Representative:	Date:
Signature:	

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Coordination of Owner-installed products.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Demonstration and instruction of Owner Personnel.
 - 8. Protection of installed construction.
 - 9. Conservation and salvage.
- B. Related Requirements:
 - 1. Division 01 Section "Work Restrictions" for limits on use of Project site.
 - 2. Division 01 Section "Closeout Procedures" for submitting As-Built Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
 - 3. Division 01 Section "Construction Waste Management and Disposal" for salvaging, recycling and disposal of demolition and construction waste.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor.
- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Certified Surveys: Submit two copies signed by land surveyor.
- D. Final Property Survey: Submit three copies showing the Work performed and record survey data.

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

NOT APPLICABLE

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work. Document location of underground utilities and systems.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a Request for Information (RFI) to Architect according to requirements in Division 01 Section "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations. Lines and levels for building, walls, and hardscape to comply with applicable tolerances listed in individual Sections.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.

2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- C. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
 2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 4. Maintain minimum headroom clearance of 96 inches in occupied and 90 inches unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.
1. Inspect each item of materials or equipment immediately prior to installation, and reject damaged and defective items.
 2. Provide attachment and connection devices and methods for securing work properly as it is installed; true to line and level, and within recognized industry tolerances if not otherwise indicated. Allow for expansions and building movements. Provide uniform joint widths in exposed work, organized for best possible visual effect. Refer questionable visual-effect choices to Architect for final decision.
 3. Recheck measurements and dimensions of the work, as an integral step of starting each installation.

4. Install work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion which will ensure best possible results for each unit of work, in coordination with entire work. Isolate each unit of work from non-compatible work, as required to prevent deterioration.
 5. Coordinate enclosure (closing-in) of work with required inspections and tests, so as to avoid necessity of uncovering work for that purpose.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
 - D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
 - E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
 - F. Tools and Equipment: Do not use tools or equipment that produce unacceptable noise levels.
 - G. Templates: Obtain, and distribute to the parties involved, templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
 - H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
 - I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
 - J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- 3.6 OWNER-INSTALLED PRODUCTS
- A. Site Access: Provide access to Project site for Owner's construction personnel.
 - B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences

conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Use cleaning products that meet the Green Seal GS 37 standard; floor cleaners complying with CA code of Regulations maximum VOC content; and disposable paper products, supplies and trash bags meeting the minimum requirements of US EPA's Comprehensive Procurement Guidelines. See Division 01 Sections "Closeout Procedures" for additional requirements.
 - 2. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 3. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 4. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- J. Limiting Exposures: To the extent possible through reasonable control and protection methods (including barricade provisions), supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Such exposures include (where applicable, but not by way of limitation) static loading, dynamic loading, internal pressures, external pressures, high or low temperature, thermal shock, high or low humidity, air contamination or pollution, water, ice, solvents, chemicals, light, radiation, puncture, abrasion, heavy traffic, soiling, bacteria, insect infestation, combustion, electrical current, high speed operation, improper lubrication, unusual wear, misuse, incompatible interface, destructive testing, misalignment, excessive weathering, unprotected storage, improper shipping/handling, theft and vandalism.

3.8 STARTING AND ADJUSTING

- A. Coordinate schedule for start-up of various equipment and systems. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."
- B. Notify Architect and Owner at least three days prior to start-up of each item.
- C. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- D. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- E. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- F. Verify that each piece of equipment or system has been checked for proper control sequence, and for conditions which may cause damage.
- G. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- H. Verify that wiring and support components for equipment are complete and tested.
- I. Execute start-up under supervision of applicable Contractor personnel in accordance with manufacturers' instructions.
- J. When specified in individual Sections, require manufacturer to provide authorized representation to be present at site to inspect, check, and approve equipment or system installation prior to start-up and to supervise placing equipment or system in operation.
- K. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."
- L. All documentation required by individual Sections for commissioning, including "General Commissioning Requirements", "Plumbing Commissioning Requirements", "HVAC Commissioning Requirements", and "Electrical Commissioning Requirements," shall be completed and submitted to the Commissioning Agent prior to starting up equipment and systems.

3.9 DEMONSTRATION AND INSTRUCTION

- A. As required by individual Sections, demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.

- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

3.10 PROTECTION OF INSTALLED CONSTRUCTION

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

3.11 CONSERVATION AND SALVAGE

- A. General: It is a general procedural requirement for supervision and administration of the work that construction operations be carried out with maximum practical consideration for conservation of energy, water and materials; and with maximum practical consideration for salvaging materials and equipment involved in performance of the work but not incorporated therein. Refer to individual Sections for required disposition of salvage materials and equipment that are Owner's property.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
 - 1. Division 01 Section "Execution" for conservation and salvage.
 - 2. Division 04 Section "Unit Masonry" for disposal requirements for masonry waste.

1.3 DEFINITIONS

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

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PERFORMANCE REQUIREMENTS

- A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

1. Demolition Waste:

- a. Asphaltic concrete paving.
- b. Concrete.
- c. Concrete reinforcing steel.
- d. Brick.
- e. Concrete masonry units.
- f. Doors and frames.
- g. Door hardware.
- h. Windows.
- i. Glazing.
- j. Metal studs.
- k. Gypsum board.
- l. Carpet.
- m. Mechanical equipment.
- n. Refrigerants.
- o. Electrical conduit.
- p. Copper wiring.
- q. Lamps.
- r. Ballasts.
- s. Electrical devices.
- t. Switchgear and panelboards.
- u. Transformers.

2. Construction Waste:

- a. Site Clearing Waste.
- b. Masonry and CMU.
- c. Lumber.
- d. Wood sheet materials.
- e. Metals.
- f. Roofing.
- g. Insulation.
- h. Carpet and pad.
- i. Gypsum board.
- j. Piping.
- k. Electrical conduit.
- l. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Paper.
 - 2) Cardboard.
 - 3) Boxes.
 - 4) Plastic sheet and film.
 - 5) Polystyrene packaging.
 - 6) Wood crates.
 - 7) Plastic pails.
- m. Construction Office Waste: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following construction office waste materials:
 - 1) Paper.

- 2) Aluminum cans.
- 3) Glass containers.

- B. Recycling: The following building materials will be processed for recycling and included in the waste management plan. The Contractor shall submit procedures in the Waste Management Plan indicating the handling, storage and delivery for recycling and re-use options for these materials including the final organization, company or location receiving these products. At a minimum, the following items will be separately processed and delivered to appropriate organization for recycling/ reuse.

1. Concrete and masonry rubble for use as structural fill or other suitable earthwork use.
2. Asphalt for recycling into new asphalt.
3. Vegetative (no root balls) matter for grinding/chipping at local mulch producer.
4. Corrugated cardboard for recycling into new paper product.
5. Gypsum wall board for recycling into new gypsum board or as use as a soil amendment.
6. Glass for recycling into new glass.
7. Carpet for fiber reclamation and reuse.
8. Beverage containers for recycling.
9. Metals from banding, stud trim, ceiling grid, conduit, fittings, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze. Metal materials to be segregated into separate containers according to recycling conventions. At a minimum separate aluminum, steel, copper/brass/bronze parts into separate containers for recycling into new metal.
10. Clean plastic containers and building materials including clean PVC piping.

1.6 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of Notice to Proceed.

1.7 INFORMATIONAL SUBMITTALS

- A. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present in equipment indicated to be demolished was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Failure to submit this information by any of the sub-contractors shall render the Contractor's Application for Payment incomplete and shall delay Progress Payment. Include the following information:
1. Material category.
 2. Generation point of waste.
 3. Total quantity of waste in tons.
 4. Quantity of waste salvaged, both estimated and actual in tons.
 5. Quantity of waste recycled, both estimated and actual in tons.
 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Qualification Data: For Waste Management Coordinator.
- D. Final Waste Management Report: Submit report with final Application for Payment. Report to include waste quantities and fees for the Work as follows.
1. Quantity in tons of waste delivered to landfill.
 2. Quantity in tons of materials diverted from landfill (recycled, salvaged, or reused).

3. Total of landfill fees.
4. Total of fees for recycling, salvaging and reusing materials.

1.8 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
 1. Review and discuss Waste Management Plan including responsibilities of Waste Management Coordinator.
 2. Review requirements for documenting quantities of each type of waste and its disposition.
 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 5. Review waste management requirements for each trade.

1.9 WASTE MANAGEMENT PLAN

- A. General: Develop a Waste Management Plan according to ASTM E 1609 and requirements in this Section.
 1. Plan shall consist of:
 - a. Waste identification, waste reduction work plan, and cost/revenue analysis.
 - b. On-site sorting location and container labels (if sorted on site).
 - c. Waste hauler name.
 2. Distinguish between demolition and construction waste.
 3. Indicate quantities by weight or volume, but use same units of measure throughout Waste Management Plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing, and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.

3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no Waste Management Plan and net additional cost or net savings resulting from implementing Waste Management Plan. Include the following:
1. Total quantity of waste.
 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 3. Total cost of disposal (with no waste management).
 4. Revenue from salvaged materials.
 5. Revenue from recycled materials.
 6. Savings in hauling and tipping fees by donating materials.
 7. Savings in hauling and tipping fees that are avoided.
 8. Handling and transportation costs. Include cost of collection containers for each type of waste.
 9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS

(NOT APPLICABLE)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved Waste Management Plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement Waste Management Plan during the entire duration of the Contract.
 1. Comply with operation, termination, and removal requirements in Division 01 Section "Temporary Facilities and Controls."
- A. Waste Management Coordinator: Engage a Waste Management Coordinator to be responsible for implementing, monitoring, and reporting status of Waste Management Plan.

- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
 - 1. Distribute Waste Management Plan to everyone concerned within three days of submittal return.
 - 2. Distribute Waste Management Plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold. The Contractor shall provide bins, boxes, or other containers for materials holding and recycling as are appropriate for the materials being stored. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid contamination of materials.
 - 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area designated by Owner.
 - 5. Protect items from damage during transport and storage.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved Waste Management Plan.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials, if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

- A. Asphalt Paving: Grind asphalt to maximum 1-1/2-inch size.
 - 1. Crush asphaltic concrete paving and screen to comply with requirements in Section 312000 "Earth Moving" for use as general fill.
- B. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.
- C. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
 - 1. Pulverize concrete to maximum 1-1/2-inch size.
 - 2. Crush concrete and screen to comply with requirements in Section 312000 "Earth Moving" for use as satisfactory soil for fill or subbase.
- D. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 - 1. Pulverize masonry to maximum 3/4-inch size.
 - a. Crush masonry and screen to comply with requirements in Section 312000 "Earth Moving" for use as general fill.
 - b. Crush masonry and screen to comply with requirements in Section 329300 "Plants" for use as mineral mulch.
 - 2. Clean and stack undamaged, whole masonry units on wood pallets.
- E. Metals: Separate metals by type.
 - 1. Structural Steel: Stack members according to size, type of member, and length.
 - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

3.5 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
 - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.6 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Place materials defined as hazardous or toxic waste, including used sealant and adhesive tubes and containers, in containers or areas designated for hazardous waste.
4. Minimize the amount of contaminants entering waterways, sanitary/storm drain systems or into the ground by adhering to the following procedures:
 - a. Retain cleaning water for water-based materials to allow sediments to be filtered out. In no case shall equipment be cleaned using free draining water.
 - b. Retain cleaners, thinners, solvents and excess paint and place in designated containers and ensure proper disposal.
 - c. Return solvent and oil soaked rags used during painting operations for contaminant recovery, proper disposal, or appropriate cleaning and laundering.
 - d. Dispose of contaminants in an approved legal manner in accordance with hazardous waste regulations.
 - e. Empty paint cans are to be dry prior to disposal or recycling (where available).
 - f. Close and seal tightly partly used cans of materials including sealant and adhesive containers and store protected in well ventilated fire-safe area at moderate temperature.

- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Operations and Maintenance Manuals.
 - 4. As-Built Drawings and Documentation.
 - 5. Repair of the Work.
 - 6. Final cleaning.
- B. The Contractor may commence closeout activities at any time during the performance of the Work. Performance of closeout procedures and completion of project closeout have the same schedule requirements as performance of other parts of the Work.
- C. Related Sections include the following:
 - 1. Divisions 01 Section "Execution" for progress cleaning of Project site.
 - 2. Divisions 01 Sections "Warranties" and "Roof Warranties" for warranty requirements.
 - 3. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal prior to Pre-Final Inspection.
- C. Certified List of Incomplete Items: Final submittal at Final Inspection.

1.4 CLOSEOUT SUBMITTALS

- A. Certificate of Insurance: For continuing coverage.
- B. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION

- A. Substantial Completion is the date that the Owner and Designer determine the project is complete enough for the Owner to achieve beneficial occupancy. It is also the date that begins the warranty periods. Please refer to the General Conditions Section of the Specifications, as applicable, which will be furnished by the Owner for detailed listing of Substantial Completion requirements.
- B. Inspection: Submit a written request for Pre-Final Inspection. On receipt of request, Architect will either schedule and conduct the Pre-Final Inspection with the approval of the State Construction Office or notify Contractor of unfulfilled requirements. Architect will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before request for Final Inspection will be made.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Substantial Completion.

1.7 FINAL INSPECTIONS

- A. Architect and his design consultants shall have both a pre-final and final inspection made before it is finally accepted by the Owner. A complete and thorough training shall be conducted by the design consultant(s), contractors and subcontractors for the Town's Maintenance Department after the pre-final inspection. See Owner's training requirements elsewhere in the Documents.
- B. The pre-final inspection shall be held with the Owner, Designer, and all Contractors and Subcontractors after all systems are in place and in operation. All contractors shall demonstrate to the Designer and Owner that all systems in the building are properly installed, balanced, and performing as designed and specified. All Contractors and Subcontractors shall attend this inspection including the HVAC air and water balance subcontractor. The Designer will generate a final punch list from this pre-final inspection and distribute to the owner and all applicable contractors and subcontractors.
- C. The final inspection shall be held with the Owner, Designer, all Contractors and Subcontractors to demonstrate to the Owner that all systems in the building are operating as designed and to their satisfaction and that all punch list items have been completed.
- D. The final turnover meeting shall be held with the Owner, Designer, and all Prime Contractors to officially "turn over" the building to WCPSS. At this meeting, any questions are responded to about operation or maintenance of the building. At this point, the Contractors will move off of the site completely.

1.8 FINAL COMPLETION

- A. Please refer to the General Conditions Section of the Specifications, as applicable, for a detailed listing of documentation, certification and submittals required for Final Completion and Final Payment.

1.9 CONTRACTOR'S LIST OF INCOMPLETE WORK

- A. Preparation: Submit the list electronically as a PDF. Include name and identification of each space and area affected by construction operations for incomplete items including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, walls, floors, equipment, and building systems. Include an estimated cost value for each item.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.10 CONTRACTOR'S PUNCH LIST

- A. Preparation: Submit the list electronically as a PDF. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, walls, floors, equipment, and building systems. Include an estimated cost value for each item.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 - 4. Contractor list will include all incomplete and/or non-compliant work. Designers will review Contractor's list prior to scheduling Pre-Final Inspection to determine completeness.

1.11 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Special Warranties: When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier, or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to the final execution.
- C. Refer to Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.
- D. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

- E. Form of submittal: At Substantial Completion, compile two copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.
- F. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including names, model numbers, product numbers and designations, serial numbers and colors as applicable, and the name, address and phone of the supplier, manufacturer and installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- G. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.12 OPERATIONS AND MAINTENANCE MANUALS

- A. Maintenance Manuals: The contractors shall deliver one complete set of bookmarked manuals in electronic PDF format of all operation and maintenance manuals to the Owner through the Designer, two (2) weeks before the pre-final inspection is held. The manuals shall be bookmarked to a minimum of one level – ie: each major piece of equipment (chiller, boiler switchboard, water closet, water heater, etc.) or document category (warranties, parts list, contact information, etc.) The manuals shall be delivered by one of the following:
 - 1. USB Drive
 - 2. Downloadable file from file sharing website or construction management tool
- B. Manuals shall include the following (at a minimum):
 - 1. Index and page numbers
 - 2. Certificate of Substantial Completion
 - 3. Summary sheet of warranties with dates noted and a copy of all warranties
 - 4. List of all subcontractors and suppliers with names, addresses, and phone numbers
 - 5. Special Inspection Reports
 - 6. Certified Test and Balance Report
 - 7. Complete start-up, operation, and shutdown procedures for each system including sequence of events, locations of switches, emergency procedures, and any other critical items.
 - 8. Lubrication schedules and types of lubricants.
 - 9. Complete set of all submittal data and current shop drawings (including 3rd party generated shop drawings) and equipment description showing all capacities and other operation conditions.
 - 10. Equipment summary showing all capacities and ratings (HP, Tons, kW, filter size, etc.)
- C. Include the following minimum information as applicable to the products or equipment.
 - 1. Emergency instructions including contact information for emergency repair services.
 - 2. Dealer locations and contact information for spare parts.
 - 3. Warranties.
 - 4. Wiring and piping diagrams.
 - 5. Recommended "turn-around" or replacement or refurbishing cycles.
 - 6. Lubrication schedules and materials.
 - 7. Complete start-up, operation, and shutdown procedures for each system including sequence of events, locations of switches, emergency procedures and any other critical items.
 - 8. Complete set of current shop drawings and equipment description showing all capacities and other operation conditions.

9. Inspection procedures.
10. Shop drawings, product data, and similar applicable information.
11. Cleaning procedures including recommended cleaning agents, schedules and procedures.

- D. Include operations and maintenance data for all equipment, machines, parts, materials and systems whether specifically required or not for all items that require maintenance, cleaning, servicing, that are electrified or have moving parts or that have a warranty.

1.13 AS-BUILT DRAWINGS & DOCUMENTATION

- A. Maintain a white-print set (black-line) of contract drawings and shop drawings in clean, undamaged condition, with mark-up of actual installations which vary substantially from the work as originally shown. The Contractor shall record all changes from the Contract Drawings, including accurate dimensions where applicable including invert elevations for all below-grade outside utilities with reference to permanent above-grade objects.
1. Do not use the as-built set for any other construction related activities. Do not 'break up' the set into individual drawings or portions.
 2. Mark whichever drawing is most capable of showing "field" condition fully and accurately. Where shop drawings are used for mark-up, record a cross-reference at corresponding location on working drawings. Mark with permanent red ink and, where required for clarity, use other colors to distinguish between variations in separate categories of work. Give particular attention to concealed work, which would be difficult to measure and record at a later date.
 3. Organize as-built drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on cover of each set. Submit to Architect as "As Built Drawings" for Owner's records, so that Architect may prepare a set of reproducible record drawings for Owner's use.
 4. Record and submit any revised specifications resulting from substitutions or Contractor requested changes.
 5. The 'As-Built' submittal will consist of the following items in the following formats:
 - a. Neatly drafted complete set of "redline" drawings to Designer, scanned and paper copies.
 - b. Neatly annotated complete set of "redline" project specifications to Designer, scanned and paper copies.
 - c. One (1) copy of complete set of "redline" drawings and specifications scanned in PDF format to the Town.
- B. Camera and record all waste plumbing lines, 3-inches or larger to first manhole outside building, after construction is complete.
1. Submit one copy of electronic video to Owner with clear documentation of where video footage was taken at each separate waste plumbing line.

PART 2 - PRODUCTS

2.1 MATERIALS

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

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

PART 3 - EXECUTION

3.1 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting pre-final inspection.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Provide additional final cleaning to areas of Work that are affected by Contractor's activities after initial final cleaning. Provide additional final cleaning in specified areas as directed by Architect until Substantial Completion.
- C. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Final cleaning to be by independent, green cleaning service using cleaning products that meet the Green Seal GS 37 standard; floor cleaners complying with the CA Code of Regulations maximum VOC content; and disposable paper products, supplies and trash bags meeting the minimum requirements of US EPA's Comprehensive Procurement Guidelines. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting Pre-Final Inspection:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - q. Leave Project clean and ready for occupancy.
- D. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- E. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.
- F. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."
- G. Removal of Protection: Except as otherwise indicated or requested by Architect, remove temporary protection devices and facilities which were installed during course of the work to protect previously completed work during remainder of construction period.

END OF SECTION 017700

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SECTION 017740 – WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractor's period for correction of Work.

1.3 RELATED SECTIONS

- A. Division 01 Section "Closeout Procedures" for procedures related to submitting warranties.
- B. Divisions 02 through 33 Sections for specific requirements for continuing services to the Owner.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.4 DEFINITIONS

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

1.5 WARRANTY REQUIREMENTS

- A. Related damage and losses: When correcting failed or damaged warranted construction, remove and replace Work that has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted construction.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or reworking, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement cost: Upon determination that Work covered by a warranty has failed, replace or rework the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or reworking defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's recourse: Expressed warranties made to the Owner are in an addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed

warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

- E. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- F. Where the Contract Documents require a special warranty or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.
- G. **WARRANTIES**
 - 1. All work shall be fully warranted for one year from the date of substantial completion by the contractor who shall replace any defective materials and repair any defective workmanship. In addition, written warranties shall be provided for the following products and time periods. These warranties shall include any material and labor cost to repair defective materials and correct defective workmanship.
 - 2. Five Year Warranty:
 - a. Wood Doors (Division 08)
 - b. HVAC Compressors including Refrigeration (Division 23)
 - 3. 10 Year Warranty:
 - a. Glass and Glazing Materials (Division 08)
 - b. HD Aluminum Door System (Division 08)
 - 4. 25 Year Warranty:
 - a. FRP Door (Division 08)

1.6 SUBMITTALS

- A. See Division 01 Section "Closeout Procedures" for warranty submittal requirements.

PART 2 - PRODUCTS

(NOT APPLICABLE)

PART 3 - EXECUTION

(NOT APPLICABLE)

END OF SECTION 017740

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 manuals.
 - 2. Emergency manuals.
 - 3. Systems and equipment operation manuals.
 - 4. Systems and equipment maintenance manuals.
 - 5. Product maintenance manuals.
- B. Related Requirements:
 - 1. Section 011200 "Multiple Contract Summary" for coordinating operation and maintenance manuals covering the Work of multiple contracts.
 - 2. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 3. Section 019113 "General Commissioning Requirements" for verification and compilation of data into operation and maintenance manuals.
 - 4. Section 260010 "Supplemental Requirements for Electrical" for requirements for Electrical Preventative Maintenance (EPM) Program binders that form part of the operation and maintenance data of this Section and include additional requirements for operation, maintenance, and emergency procedures, for electrical systems and equipment.

1.2 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.3 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect and Commissioning Authority will comment on whether content of operation and maintenance submittals is acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:

1. Submit by email to Architect. Enable reviewer comments on draft submittals.
 2. Submit 2 paper copies.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect and Commissioning Authority will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.
1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.
- E. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.4 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. 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: Bookmark 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.
- B. 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 (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. 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. Enclose title pages and directories in clear plastic sleeves.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. 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.

1.5 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: 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 to contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. 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 Architect.
 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.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation in accordance with ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.6 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:
 - 1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
 - 2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
 - 3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

1.7 EMERGENCY MANUALS

- 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. Content: Organize manual into a separate section for each of the following:
 - 1. Type of emergency.
 - 2. Emergency instructions.
 - 3. Emergency procedures.
- C. 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.

- D. 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.
- E. 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.

1.8 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. 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 has 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.
- C. 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.
- D. 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.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

1.9 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. 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 warranties and bonds as described below.
- C. 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 and drawing or schedule designation or identifier where applicable.
- D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins; 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.

- a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 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.
- E. 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.
- F. 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.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- G. 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.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.
- J. 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 maintenance manuals.

1.10 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. 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.
- C. 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 and drawing or schedule designation or identifier where applicable.
- D. 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.
- E. 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.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Instruction in operation and maintenance of systems, subsystems, and equipment.
 - 2. Demonstration and training video recordings.

1.3 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.
- B. Qualification Data: For instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit one copies within seven days of end of each training module.
 - 1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of videographer.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Date of video recording.
 - 2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.

3. At completion of training, submit complete training manual(s) for Owner's use prepared in same format required for operation and maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.

1.6 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 instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

1.7 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. Systems and equipment operation manuals.
 - c. Systems and equipment maintenance manuals.
 - d. Product maintenance manuals.
 - e. Project Record Documents.
 - f. Identification systems.
 - g. Warranties and bonds.
 - h. 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.

1.8 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 01 77 00 "Closeout Procedures."
- B. Set up instructional equipment at instruction location.

1.9 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Owner will furnish Contractor with names and positions of participants.
- B. 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, through Construction Manager, with at least 14 days' advance notice.
- C. 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.
- D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

1.10 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. Digital Video Recordings: Provide format file type acceptable to Owner, on electronic media.
- C. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 017900

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work of this Section Includes:
 - 1. Demolition and removal of selected portions of interior building structure.
 - 2. Removal and salvage of existing items for delivery to Owner and removal of existing items for reinstallation.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for cutting and patching procedures.

1.2 DEFINITIONS

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

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.5 PREINSTALLATION MEETINGS

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

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.
6. Review and finalize protection requirements.
7. Review storage, protection, and accounting for items to be removed for salvage or reinstallation.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Statements: For refrigerant recovery technician.
- B. Engineering Survey: Submit engineering survey of condition of building.
- C. Survey of Existing Conditions: Submit survey.
- D. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection and , for dust control. Indicate proposed locations and construction of barriers.
- E. Schedule of Selective Demolition Activities: Indicate the following:
 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 2. Temporary interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed in accordance with EPA regulations. Include name and address of technician and date refrigerant was recovered.
- G. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 FIELD CONDITIONS

- A. Owner will not occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials:
 - 1. It is not expected that hazardous materials will be encountered in the Work.
 - a. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. On-site sale of removed items or materials is not permitted.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 PREPARATION

- A. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.
- B. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.

5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location and reinstalled in their original locations after selective demolition operations are complete.
- D. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment in accordance with 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND BUILDING SYSTEMS

- A. Existing Services/Systems to Remain: Maintain utilities and building systems and equipment to remain and protect against damage during selective demolition operations.
 1. Maintain fire-protection facilities in service during selective demolition operations.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utilities and building systems serving areas to be selectively demolished.
 1. Owner will arrange to shut off indicated utilities when requested by Contractor.
 2. If disconnection of utilities and building systems will affect adjacent occupied parts of the building, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to those parts of the building.
 3. Demolish and remove existing building systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment and components.

3.4 SALVAGE/REINSTALL

- A. Removed and Salvaged Items:
 1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.
- B. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

3.5 SELECTIVE DEMOLITION, GENERAL

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

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain fire watch during and for at least 8 hours after flame-cutting operations.
6. Maintain adequate ventilation when using cutting torches.
7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

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

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete:

1. Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least **3/4 inch (19 mm)** at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
2. Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.

B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

D. Resilient Floor Coverings: Remove floor coverings and adhesive in accordance with recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and recycle or dispose of them in accordance with Section 017419 "Construction Waste Management and Disposal."

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

3.8 CLEANING

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

END OF SECTION 024119

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 SUMMARY

- A. Section includes :
 - 1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes .
- B. Related Requirements:
 - 1. Section 031000 "Concrete Forming and Accessories" for form-facing materials, form liners, insulating concrete forms, and waterstops.
 - 2. Section 032000 "Concrete Reinforcing" for steel reinforcing bars and welded-wire reinforcement.
 - 3. Section 033300 "Architectural Concrete" for general building applications of specially finished formed concrete.
 - 4. Section 312000 "Earth Moving" for drainage fill under slabs-on-ground.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.
 - d. Concrete Subcontractor.
 - e. Special concrete finish Subcontractor.
 - 2. Review the following:

- a. Special inspection and testing and inspecting agency procedures for field quality control.
- b. Construction joints, control joints, isolation joints, and joint-filler strips.
- c. Vapor-retarder installation.
- d. Anchor rod and anchorage device installation tolerances.
- e. Cold and hot weather concreting procedures.
- f. Concrete finishes and finishing.
- g. Curing procedures.
- h. Forms and form-removal limitations.
- i. Methods for achieving specified floor and slab flatness and levelness.
- j. Floor and slab flatness and levelness measurements.
- k. Concrete repair procedures.
- l. Concrete protection.
- m. Initial curing of test cylinders (ASTM C31/C31M.).
- n. Protection of test cylinders.

1.5 ACTION SUBMITTALS

A. Product Data: For each of the following .

1. Portland cement.
2. Fly ash.
3. Aggregates.
4. Admixtures:
 - a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
5. Vapor retarders.
6. Curing materials.
7. Joint fillers.
8. Repair materials.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1. Indicate amounts of mixing water to be withheld for later addition at Project site.

C. Steel Reinforcement Shop Drawings: Prepare shop drawings in accordance with ACI 315. Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

1. Include special reinforcement required for openings through concrete structures and dimensioned opening locations. Include applicable dimensions, sections, elevations, and details required to complete installation and coordination of the details, and typical details. Plan shall be drawn at a scale of no less than 1/8" per foot.

- D. Construction and Control Joint Layout: Indicate proposed construction joints required to construct the structure as well as wall and slab control joint locations.

- 1. Location of construction and control joints is subject to approval of the Architect.

1.6 ACTION SUBMITTALS

- A. Qualification Data: For Installer and Ready Mix Manufacturer.

- B. Welding Certificates.

- C. Material Certificates: For each of the following, signed by manufacturers:

- 1. Cementitious materials.
 - 2. Coarse and Fine Aggregates.
 - 3. Admixtures.
 - 4. Form materials and form-release agents.
 - 5. Steel reinforcement and accessories.
 - 6. Waterstops.
 - 7. Curing compounds.
 - 8. Floor and slab treatments.
 - 9. Bonding agents.
 - 10. Adhesives.
 - 11. Vapor retarders.
 - 12. Semirigid joint filler.
 - 13. Joint-filler strips.
 - 14. Repair materials.

- D. Material Test Reports: For the following, from a qualified testing agency indicating conformance with the material specification:

- 1. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.
 - 2. Cementitious materials.
 - 3. Steel reinforcement.

- E. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.

- F. Minutes of preinstallation conference.

1.7 ACTION SUBMITTALS

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.

- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
 - 2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.
- D. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
- B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 306.1.
 - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 305.1 and as follows:
 - 1. Maintain concrete temperature below 95 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

- a. Maximum temperature of forms, reinforcement, anchor bolts, and other embedded items shall not exceed 120 deg F.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 1. ACI 301.
 2. ACI 117.
 3. ACI 315.
 4. CRSI "Manual of Standard Practice."
 5. ACI 318.

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 1. Plywood, metal, or other approved panel materials.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- D. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- E. Form Ties: Factory-fabricated, removable, or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.
 3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

- B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706, deformed.
- C. Deformed-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, flat sheet.
- D. Deformed-Steel Wire: ASTM A 1064 / A 1064M.
- E. Deformed Bar Anchors (DBAs): ASTM A1064, plain, Type C, 70,000 psi yield strength.

2.4 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
 - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

2.5 REINFORCEMENT ACCESSORIES

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- B. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I/II, gray.
 - 2. Fly Ash: ASTM C 618, Class F.
- C. Normal-Weight Aggregates: ASTM C 33, Class 3M coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.
 - 1. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- D. Water: ASTM C 94/C 94M and potable.
- E. Air-Entraining Admixture: ASTM C 260.
- F. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.

5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.6 WATERSTOPS

- A. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch.
 1. Waterstops applied where only 1 curtain of vertical reinforcing exists shall be certified by the manufacturer as acceptable for such applications.

2.7 VAPOR RETARDERS

- A. Sheet Vapor Retarder: ASTM E 1745, Class A, except with maximum water-vapor permeance of 0.01 and minimum 15 mils thickness. Include manufacturer's recommended adhesive or pressure-sensitive tape.

2.8 LIQUID FLOOR TREATMENTS

- A. Penetrating Liquid Floor Treatment: Clear, chemically reactive, waterborne solution of inorganic silicate or silicate materials and proprietary components; odorless; that penetrates, hardens, and densifies concrete surfaces.
 1. Apply to concrete surfaces to receive polished concrete finish.

2.9 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- E. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

2.10 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Bonding Agent: ASTM C 1059/C 1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

- C. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
 - 1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.11 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
 - 4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109/C 109M.
- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
 - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
 - 4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109/C 109M.

2.12 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 - 1. Fly Ash: 25 percent.
- C. Limit water-soluble, chloride-ion content in hardened concrete as follows:

1. 0.30 percentage by weight of cement.

D. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing, high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete and concrete with a w/c ratio below 0.50.

2.13 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. Footings: Normal-weight concrete.

1. Minimum Compressive Strength: 3,000 psi at 28 days.
2. Maximum W/C Ratio: 0.45.
3. Slump Limit: 4 inches, plus or minus 1 inch or 8 inches (maximum) for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture at Project site.
4. Air Content: 1.5 percent, plus or minus 1.5 percent.
5. Maximum Aggregate Size : 1 inch.

B. Interior Slabs-on-Grade: Normal-weight concrete.

1. Minimum Compressive Strength: 3,500 psi at 28 days.
2. Maximum W/C Ratio: 0.45.
3. Slump Limit: 4 inches, plus or minus 1 inch or 8 inches (maximum) for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture at Project site.
4. Air Content: 1.5 percent, plus or minus 1.5 percent at point of final placement. Do not allow air content of trowel-finished floors to exceed 3 percent.
5. Maximum Aggregate Size : 3/4 inch.

C. Exterior Slabs-on Grade: Normal-weight concrete.

1. Minimum Compressive Strength: 3,500 psi at 28 days.
2. Maximum W/C Ratio: 0.45.
3. Slump Limit: 4 inches, plus or minus 1 inch or 8 inches (maximum) for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture at Project site.
4. Air Content: 5 percent, plus or minus 1.5 percent at point of final placement.
5. Maximum Aggregate Size : 3/4 inch.

2.14 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.15 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
 - 1. Limit concrete mixing and delivery time to 90 minutes.
 - 2. Concrete Temperature: 50 deg F minimum, 95 deg F maximum, at point of placement.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
 - 1. Class A, 1/8 inch for smooth-formed finished exposed surfaces.
 - 2. Class B, 1/4 inch for rough-formed finished non-exposed surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 1. Install keyways and the like for easy removal.
 - 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. Form openings, chases, offsets, keyways, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - a. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.

3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of grade beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 48 hours after placing concrete. Concrete must be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material are not acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 VAPOR-RETARDER INSTALLATION

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
 - 1. Lap joints 6 inches and seal with manufacturer's recommended tape.
 - 2. Extend vapor retarder 2 feet beyond core and shell slab-on-grade extents for future connection with vapor barrier from tenant upfit.
 - 3. Protect exposed portions of vapor retarder until adjacent vapor retarder and slab from tenant upfit have been installed.

3.5 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.6 REMOVING AND REUSING FORMS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
 - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated.
 - 2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
 - 3. Locate joints for grade beams and slabs, as indicated.
 - 4. Space vertical joints in walls as indicated. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
 - 5. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks. Cut joints the same day as concrete placement and within 12 hours.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
 - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.
 - 2. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.7 WATERSTOPS

- A. Self-Expanding Strip Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions, adhesive bonding, mechanically fastening, and firmly pressing into place. Install in longest lengths practicable.

3.8 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
 - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
 - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- D. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - 1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 2. Maintain reinforcement in position on chairs during concrete placement.
 - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - 4. Slope surfaces uniformly to drains where required.
 - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

3.9 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 1. Apply to concrete surfaces exposed to public view.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.
- D. Rubbed Finish: Apply the following to smooth-formed-finished as-cast concrete:
 1. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix 1 part Portland cement to 1-1/2 parts fine sand with a 1:1 mixture of bonding admixture and water. Add white Portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.

3.10 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in one direction.
 1. Apply scratch finish to surfaces to receive mortar setting beds for bonded cementitious floor finishes.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
 1. Apply float finish to surfaces to receive trowel finish.
 2. Apply to slabs-on-grade.
 3. Apply to suspended concrete slabs.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 1. Apply a trowel finish to non-air entrained surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile.

2. Finish surfaces to the following tolerances, according to ASTM E 1155, for a randomly trafficked floor surface:
 - a. Specified overall values of flatness, F(F) 25; and of levelness, F(L) 20; with minimum local values of flatness, F(F) 17; and of levelness, F(L) 15, unless otherwise noted.
 - b. Specified overall values of flatness, F(F) 40; and of levelness, F(L) 25; with minimum local values of flatness, F(F) 24; and of levelness, F(L) 17; for slab-on-grade.
 - c. Specified overall values of flatness, F(F) 30; and of levelness, F(L) 20; with minimum local values of flatness, F(F) 24; and of levelness, F(L) 15; for suspended slabs.
- E. Fine-Broom Finish: Apply a first trowel or float finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom.
 1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.
 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.11 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Equipment Bases and Foundations:
 1. Coordinate sizes and locations of concrete bases with actual equipment provided.
 2. Construct concrete bases to height indicated, and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated or required by equipment manufacturer.
 3. Minimum Compressive Strength: 3000 psi at 28 days (Normal Weight).
 4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 12-inch centers around the full perimeter of concrete base.
 5. Prior to pouring concrete, place, and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 6. Cast anchor-bolt insert into bases. Install anchor bolts to elevations required for proper attachment to supported equipment.
- C. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel finish concrete surfaces. Provide 3000 psi compressive strength normal-weight concrete.

3.12 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305.1 for hot-weather protection during curing. For concrete specified to be receive polished finish the outdoor air temperature during the curing period must be limited to 80 deg F.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
 - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
 - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments or polished finish.
 - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies does not interfere with bonding of floor covering used on Project.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound does not interfere with bonding of floor covering used on Project.

- b. Use of curing compounds to cure concrete surfaces to receive penetrating liquid floor treatments or polished finished is not permitted.
- 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.13 LIQUID FLOOR TREATMENT APPLICATION

- A. Penetrating Liquid Floor Treatment: Prepare, apply and finish penetrating liquid floor treatment according to manufacturer's written instructions.
 - 1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs.
 - 2. Do not apply to concrete until cured for minimum amount of time stipulated in manufacturer's written instructions.
 - 3. Apply liquid until surface is saturated, scrubbing into surface until a gel forms; rewet; and repeat brooming or scrubbing. Rinse with water; remove excess material until surface is dry. Apply a second coat in a similar manner if surface is rough or porous.

3.14 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Repair technique for surfaces exposed to view in the final condition shall be tested on a mockup or surface to be concealed later, before repairing surfaces.
 - 1. Repair test shall be approved by the Architect prior to repairing surfaces.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
 - 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
 - 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 2. After concrete has cured at least 14 days, correct high areas by grinding.
 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
 4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
 5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.15 SPECIAL INSPECTIONS

- A. Special Inspections and tests shall be performed by the Special Inspector or Special Inspection Agency.
- B. Verification and inspection of concrete construction shall be in accordance with the Statement of Special Inspections, Section 1705.3 of the 2018 North Carolina State Building Code and as follows:
1. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

- a. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
 - (1) When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - b. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - c. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173/C 173M, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - d. Concrete Temperature: ASTM C 1064/C 1064M; one test at point of delivery for each truck and one test at point of placement for each 25 cu. yd. placed.
 - e. Unit Weight: ASTM C 567, fresh unit weight of structural normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - f. Compression Test Specimens: ASTM C 31/C 31M.
 - (1) Cast and laboratory cure five 4x8 standard cylinder specimens for each composite sample.
 - g. Compressive-Strength Tests: ASTM C 39/C 39M; test one laboratory-cured specimen at 7 days and three laboratory-cured specimens at 28 days. Maintain one specimen in reserve for later testing, if required.
 - (1) A compressive-strength test shall be the average compressive strength from a set of three specimens obtained from same composite sample and tested at age indicated.
 - (2) Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
 - h. Measure floor and slab flatness and levelness according to ASTM E 1155 within 48 hours of finishing.
 - i. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
 - j. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
 - k. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strength, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect.
2. Inspections: Perform inspections of the work to verify compliance with the requirements of the contract documents, including the following:
- a. Steel reinforcement placement.
 - b. Steel reinforcement welding.

- c. Headed bolts and studs.
 - d. Verification of use of required design mixture.
 - e. Concrete placement, including conveying and depositing.
 - f. Curing procedures and maintenance of curing temperature.
 - g. Verification of concrete strength.
 - h. Concrete batch plant and review procedures for maintaining proper mix proportions and proper mix techniques.
 - i. Concrete delivery tickets at time of delivery to assure conformance to ACI 318.
- C. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.16 PROTECTION OF LIQUID FLOOR TREATMENTS

- A. Protect liquid floor treatment from damage and wear during the remainder of constriction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.

END OF SECTION 033000

SECTION 035416 - HYDRAULIC CEMENT UNDERLAYMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Polymer-modified, self-leveling, hydraulic cement underlayment for application below interior floor coverings.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Hydraulic cement underlayment.
2. Primer.

B. Shop Drawings: Include plans indicating substrates, locations, and average depths of underlayment based on survey of substrate conditions.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Test Reports:

1. For fire-resistant ratings, from a qualified testing agency.
2. For STC-rated assemblies, from a qualified testing agency.
3. For IIC-rated assemblies, from a qualified testing agency.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Installer who is approved by manufacturer for application of underlayment products required for this Project.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Comply with manufacturer's written instructions for substrate temperature, ventilation, ambient temperature and humidity, and other conditions affecting underlayment performance.

1. Place hydraulic cement underlayments only when ambient temperature and temperature of substrates are between 50 and 80 deg F (10 and 27 deg C).

PART 2 - PRODUCTS

2.1 HYDRAULIC CEMENT UNDERLAYMENTS

- A. Hydraulic Cement Underlayment: Polymer-modified, self-leveling, hydraulic cement product that can be applied in minimum uniform thickness of 1/4 inch (6 mm) and that can be feathered at edges to match adjacent floor elevations.
 - 1. Products
 - a. ARDEX Americas K-15 Self-Leveling Underlayment Concrete. .
 - b. Bonsal American, an Oldcastle company Level Set 200.
 - c. Dayton Superior LevelLayer II. .
 - d. Maxxon Corporation Level-Right. .
 - e.
 - 2. Cement Binder: ASTM C150/C150M, portland cement, or hydraulic or blended hydraulic cement as defined by ASTM C219.
 - 3. Compressive Strength: Not less than 4000 psi (27.6 MPa) at 28 days when tested according to ASTM C109/C109M.
 - 4. Underlayment Additive: Resilient-emulsion product of underlayment manufacturer, formulated for use with underlayment when applied to substrate and conditions indicated.
- B. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3 to 6 mm); or coarse sand as recommended by underlayment manufacturer.
 - 1. Provide aggregate when recommended in writing by underlayment manufacturer for underlayment thickness required.
- C. Water: Potable and at a temperature of not more than 70 deg F (21 deg C).
- D. Reinforcement: For underlayment applied to wood substrates, provide galvanized metal lath or other corrosion-resistant reinforcement recommended in writing by underlayment manufacturer.
- E. Primer: Product of underlayment manufacturer recommended in writing for substrate, conditions, and application indicated.
- F. Surface Sealer: Designed to reduce porosity as recommended by manufacturer for type of floor covering to be applied to underlayment.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for conditions affecting performance of the Work.
- B. Proceed with application only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare and clean substrate according to manufacturer's written instructions.
 - 1. Treat nonmoving substrate cracks according to manufacturer's written instructions to prevent cracks from telegraphing (reflecting) through underlayment.
 - 2. Fill substrate voids to prevent underlayment from leaking.
- B. Concrete Substrates: Mechanically remove, according to manufacturer's written instructions, laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants that might impair underlayment bond.
 - 1. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft. (18.6 sq. m), and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
 - a. Relative Humidity Test: Using in situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 85 percent relative humidity level measurement, or as recommended by hydraulic cement underlayment manufacturer.

3.3 INSTALLATION

- A. Mix and install underlayment components according to manufacturer's written instructions.
 - 1. Close areas to traffic during underlayment installation and for time period after installation recommended in writing by manufacturer.
 - 2. Coordinate installation of components to provide optimum adhesion to substrate and between coats.
 - 3. At substrate expansion, isolation, and other moving joints, allow joint of same width to continue through underlayment.
- B. Apply primer over prepared substrate at manufacturer's recommended spreading rate.
- C. Install underlayment to produce uniform, level surface.
 - 1. Install a final layer without aggregate to product surface.
 - 2. Feather edges to match adjacent floor elevations.
- D. Cure underlayment according to manufacturer's written instructions. Prevent contamination during installation and curing processes.
- E. Do not install floor coverings over underlayment until after time period recommended in writing by underlayment manufacturer.
- F. Apply surface sealer at rate recommended by manufacturer.
- G. Remove and replace underlayment areas that evidence lack of bond with substrate, including areas that emit a "hollow" sound when tapped.

3.4 INSTALLATION TOLERANCES

- A. Finish and measure surface, so gap at any point between gypsum cement underlayment surface and an unleveled, freestanding, ~~10-foot-~~ (3.05-m-) long straightedge resting on two high spots and placed anywhere on the surface does not exceed ~~1/8 inch~~ (3 mm) and ~~1/16 inch~~ (1.6 mm) in ~~2 feet~~ (610 mm).

3.5 PROTECTION

- A. Protect underlayment from concentrated and rolling loads for remainder of construction period.

END OF SECTION 035416

SECTION 042000 - UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Concrete masonry units.
2. Lintels.
3. Brick.
4. Mortar and grout.
5. Reinforcement.
6. Ties and anchors.
7. Embedded flashing.
8. Accessories.

B. Products Installed but not Furnished under This Section:

1. Lintels in unit masonry.
2. Steel shelf angles for supporting unit masonry.
3. Cavity wall insulation adhered to masonry backup.

C. Related Requirements:

1. Section 072100 "Thermal Insulation" for cavity wall insulation.
2. Section 076200 "Sheet Metal Flashing and Trim" for sheet metal flashing and for furnishing manufactured reglets installed in masonry joints.

1.2 DEFINITIONS

A. CMU(s): Concrete masonry unit(s).

B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For the following:

1. Masonry Units: Indicate sizes, profiles, coursing, and locations of special shapes.
2. Reinforcing Steel: Indicate bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315R.
3. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.

C. Samples for Verification: For each type and color of the following:

1. Clay face brick, in the form of straps of five or more bricks.

2. Pigmented and colored-aggregate mortar. Make Samples using same sand and mortar ingredients to be used on Project.
3. Weep/cavity vents.

1.4 INFORMATIONAL SUBMITTALS

A. Material Certificates: For each type of the following:

1. Masonry units.
 - a. Include material test reports substantiating compliance with requirements.
 - b. For brick, include size-variation data verifying that actual range of sizes falls within specified tolerances.
 - c. For exposed brick, include test report for efflorescence in accordance with ASTM C67/C67M.
 - d. For masonry units, include data and calculations establishing average net-area compressive strength of units.
2. Cementitious materials. Include name of manufacturer, brand name, and type.
3. Mortar admixtures.
4. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
5. Grout mixes. Include description of type and proportions of ingredients.
6. Joint reinforcement.
7. Anchors, ties, and metal accessories.

B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.

1. Include test reports for mortar mixes required to comply with property specification. Test in accordance with ASTM C109/C109M for compressive strength, ASTM C1506 for water retention, and ASTM C91/C91M for air content.
2. Include test reports, in accordance with ASTM C1019, for grout mixes required to comply with compressive strength requirement.

C. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined in accordance with TMS 602.

D. Cold-Weather and Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.

1.5 QUALITY ASSURANCE

A. Qualifications:

1. Installers: All masonry flashing installers must complete the International Masonry Institute Flashing Upgrade training course.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers. Store preblended, dry mortar mix in delivery containers on elevated platforms in a dry location or in covered weatherproof dispensing silos.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.7 FIELD CONDITIONS

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
 - 1. Extend cover a minimum of 24 inches (610 mm) down both sides of walls, and hold cover securely in place.
 - 2. Where one wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches (610 mm) down face next to unconstructed wythe, and hold cover in place.
- B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.
- C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
 - 1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
 - 2. Protect sills, ledges, and projections from mortar droppings.
 - 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
 - 4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602.

1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F (4 deg C) and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.
- E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain exposed masonry units, cementitious mortar components, and mortar aggregate from single source producer or manufacturer for each type of product.

2.2 PERFORMANCE REQUIREMENTS

- A. Provide structural unit masonry that develops indicated net-area compressive strengths at 28 days.
1. Determine net-area compressive strength of masonry from average net-area compressive strengths of masonry units and mortar types (unit-strength method) in accordance with TMS 602.
 2. Determine net-area compressive strength of masonry by testing masonry prisms in accordance with ASTM C1314.

2.3 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602, except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work and will be within 20 ft. (6 m) vertically and horizontally of a walking surface.
- C. Fire-Resistance Ratings: Comply with requirements for fire-resistance-rated assembly designs indicated.
1. Where fire-resistance-rated construction is indicated, units are listed by UL or a qualified testing agency acceptable to authorities having jurisdiction.

2.4 BRICK

- A. General: Provide shapes indicated and as follows, with exposed surfaces matching finish and color of exposed faces of adjacent units:

1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces, provide units without cores or frogs and with exposed surfaces finished.
2. Provide special shapes for applications requiring brick of size, form, color, and texture on exposed surfaces that cannot be produced by sawing or where shapes produced by sawing would result in sawed surfaces being exposed to view.

B. Building (Common) Brick: ASTM C62, Grade SW.

1. Size (Actual Dimensions): 3-5/8 inches (92 mm) wide by 2-1/4 inches (57 mm) high by 7-5/8 inches (194 mm) long.
2. Color: Match Architects Sample

2.5 MORTAR AND GROUT MATERIALS

A. Portland Cement: ASTM C150/C150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.

1. Alkali content will not be more than 0.1 percent when tested in accordance with ASTM C114.

B. Hydrated Lime: ASTM C207, Type S.

C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.

D. Masonry Cement: ASTM C91/C91M.

E. Mortar Cement: ASTM C1329/C1329M.

F. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C979/C979M. Use only pigments with a record of satisfactory performance in masonry mortar.

G. Colored Cement Products: Packaged blend made from masonry cement and mortar pigments, all complying with specified requirements, and containing no other ingredients.

1. Colored Masonry Cement:

- a. Cemex
- b. Essroc
- c. Holcim Inc
- d. Lafarge North America Inc
- e. Lehigh Hanson

2. Formulate blend as required to produce color indicated or, if not indicated, as selected from manufacturer's standard colors.

3. Pigments do not exceed 10 percent of Portland cement by weight.

H. Aggregate for Mortar: ASTM C144.

1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
2. For joints less than **1/4 inch (6.4 mm)** thick, use aggregate graded with 100 percent passing the **No. 16 (1.18-mm)** sieve.

I. Aggregate for Grout: ASTM C404.

J. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C494/C494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.

K. Water: Potable.

2.6 REINFORCEMENT

A. Masonry-Joint Reinforcement, General: ASTM A951/A951M.

1. Exterior Walls: Hot-dip galvanized carbon steel.
2. Wire Size for Side Rods: **0.148-inch (3.77-mm)** diameter.
3. Wire Size for Cross Rods: **0.148-inch (3.77-mm)** diameter.
4. Wire Size for Veneer Ties: **0.148-inch (3.77-mm)** diameter.
5. Provide in lengths of not less than **10 ft. (3 m)**, with prefabricated corner and tee units.

B. Masonry-Joint Reinforcement for Single-Wythe Masonry: Ladder type with single pair of side rods.

C. Masonry-Joint Reinforcement for Multiwythe Masonry:

1. Ladder type with one side rod at each face shell of hollow masonry units more than **4 inches (102 mm)** wide, plus one side rod at each wythe of masonry **4 inches (102 mm)** wide or less.
2. Tab type, either ladder or truss design, with one side rod at each face shell of backing wythe and with rectangular tabs sized to extend at least halfway through facing wythe, but with at least **5/8-inch (16-mm)** cover on outside face.
3. Adjustable (two-piece) type, either ladder or truss design, with one side rod at each face shell of backing wythe and with separate adjustable ties with pintle-and-eye connections having a maximum horizontal play of **1/16 inch (1.6 mm)** and maximum vertical adjustment of **1-1/4 inches (32 mm)**. Size ties to extend at least halfway through facing wythe but with at least **5/8-inch (16-mm)** cover on outside face. Ties have hooks or clips to engage a continuous horizontal wire in the facing wythe.
 - a. Use where indicated and where horizontal joints of facing wythe do not align with those of backup wythe
 - b. Use where facing wythe is different material than backup wythe

2.7 TIES AND ANCHORS

- A. General: Ties and anchors extend at least **1-1/2 inches (38 mm)** into veneer but with at least a **5/8-inch (16-mm)** cover on outside face.
- B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
 - 1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A1064/A1064M, with ASTM A153/A153M, Class B-2 coating.
 - 2. Steel Sheet, Galvanized after Fabrication: ASTM A1008/A1008M, Commercial Steel, with ASTM A153/A153M, Class B coating.
- C. Individual Wire Ties: Rectangular units with closed ends and not less than **4 inches (100 mm)** wide.
 - 1. Z-shaped ties with ends bent 90 degrees to provide hooks not less than **2 inches (51 mm)** long for masonry constructed from solid units.
 - 2. Where wythes do not align are of different materials, use adjustable ties with pintle-and-eye connections having a maximum adjustment of **1-1/4 inches (32 mm)**.
 - 3. Wire: Fabricate from **3/16-inch- (4.76-mm-)** diameter, hot-dip galvanized steel wire.
- D. Adjustable Masonry-Veneer Anchors:
 - 1. General: Provide anchors that allow vertical adjustment but resist a **100 lbf (445 N)** load in both tension and compression perpendicular to plane of wall without deforming or developing play in excess of **1/16 inch (1.6 mm)**.
 - 2. Fabricate wire ties from **0.187-inch- (4.76-mm-)** diameter, hot-dip galvanized-steel wire unless otherwise indicated.
 - 3. Masonry-Veneer Anchors; Single-Barrel Screw: Self-drilling, single-barrel screw designed to receive wire tie. Screw has a smooth barrel the same thickness as insulation with factory-installed gasketed washer to seal at face of insulation and sheathing.

2.8 EMBEDDED FLASHING

- A. Metal Flashing: Provide metal flashing complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:
 - 1. Stainless Steel: ASTM A240/A240M or ASTM A666, Type 304, **0.016 inch (0.40 mm)** thick.
 - 2. Fabricate continuous flashings in sections **96 inches (2438 mm)** long minimum, but not exceeding **12 ft. (3.7 m)**. Provide splice plates at joints of formed, smooth metal flashing.
 - 3. Fabricate through-wall flashing with snaplock receiver on exterior face where indicated to receive counterflashing.
 - 4. Fabricate through-wall flashing with drip edge unless otherwise indicated. Fabricate by extending flashing **1/2 inch (13 mm)** out from wall, with outer edge bent down 30 degrees and hemmed.
 - 5. Fabricate metal drip edges from stainless steel. Extend at least **3 inches (76 mm)** into wall and **1/2 inch (13 mm)** out from wall, with outer edge bent down 30 degrees and hemmed.

6. Fabricate metal sealant stops from stainless steel. Extend at least 3 inches (76 mm) into wall and out to exterior face of wall. At exterior face of wall, bend metal back on itself for 3/4 inch (19 mm) and down into joint 1/4 inch (6.4 mm) to form a stop for retaining sealant backer rod.
7. Fabricate metal expansion-joint strips from stainless steel to shapes indicated.
8. Solder metal items at corners.

B. Flexible Flashing: Use one of the following unless otherwise indicated:

1. Self-Adhering, Stainless Steel Fabric Flashing: Composite, flashing product consisting of 2 mil (0.05 mm) of Type 304 stainless steel sheet, bonded to a layer of polymeric fabric with a butyl adhesive, to produce an overall thickness of 10 mil (0.25 mm) or 40 mil (1.0 mm).
 - a. Applications: Use 10-mil- (0.25-mm-) thick flashing at windows, doors, and small wall penetrations; not at base of walls. Use 40-mil- (1.0-mm-) thick flashing at base of walls.

C. Drainage Plane Flashing: Fabricate from stainless steel and drainage membrane to shapes indicated. Provide flashing materials as follows:

1. Stainless Steel: ASTM A240/A240M or ASTM A666, Type 304, 0.016 inch (0.40 mm) thick.
2. Fabricate continuous flashings in sections 60 inches (1524 mm) long, minimum.
3. Accessories: Provide preformed corners, end dams, other special shapes, and seaming materials produced by flashing manufacturer.

D. Solder and Sealants for Sheet Metal Flashings: As specified in Section 076200 "Sheet Metal Flashing and Trim."

E. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

2.9 ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene or urethane.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D2000, Designation M2AA-805 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D226/D226M, Type I (No. 15 asphalt felt).
- D. Weep/Cavity Vents: Use the following unless otherwise indicated:
 1. Cellular Plastic Weep/Vent: One-piece, flexible extrusion made from UV-resistant polypropylene copolymer, full height and width of head joint and depth 1/8 inch (3.2 mm) less than depth of outer wythe, in color selected from manufacturer's standard.

- E. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.
 - 1. Mortar Deflector: Strips, full depth of cavity and 10 inches (254 mm) high, with dovetail-shaped notches that prevent clogging with mortar droppings, with insect barrier.
 - a. Manufacturers:
 - 1) Mortar Net Solutions
 - 2) Advanced Building Products
 - 3) Hohmann & Barnard
 - 4) Wire-Bond
- F. Masonry Cell Fill: Loose-Fill Insulation: Perlite complying with ASTM C549, Type II (surface treated for water repellency and limited moisture absorption) or Type IV (surface treated for water repellency and to limit dust generation).
- G. Proprietary Acidic Masonry Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
 - 1. At walls adjacent to storefront, curtainwall, or other metal surfaces use non-acidic cleaners that will not damage the curtainwall, storefront, or metal finishes or glass.

2.10 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
 - 1. Do not use calcium chloride in mortar or grout.
 - 2. Use masonry cement or mortar cement mortar unless otherwise indicated.
 - 3. For exterior masonry, use masonry cement or mortar cement mortar.
 - 4. For reinforced masonry, use masonry cement or mortar cement mortar.
 - 5. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C270, Property Specification. Provide the following types of mortar for applications stated unless another type is indicated.
 - 1. For masonry below grade or in contact with earth, use Type M.
 - 2. For reinforced masonry, use Type M.
 - 3. For exterior, above-grade, load-bearing, nonload-bearing walls, and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions; and for other applications where another type is not indicated, use Type N.
 - 4. For interior nonload-bearing partitions, Type O may be used instead of Type N.

- D. Pigmented Mortar: Use colored cement product or select and proportion pigments with other ingredients to produce color required. Do not add pigments to colored cement products.
 - 1. Pigments do not exceed 10 percent of portland cement by weight.
 - 2. Mix to match Architect's sample.
- E. Grout for Unit Masonry: Comply with ASTM C476.
 - 1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with TMS 602 for dimensions of grout spaces and pour height.
 - 2. Proportion grout in accordance with ASTM C476, Table 1 or paragraph 4.2.1.2 for specified 28-day compressive strength indicated, but not less than 2000 psi (14 MPa).
 - 3. Provide grout with a slump of 8 to 11 inches (203 to 279 mm) as measured in accordance with ASTM C143/C143M.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 - 1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
 - 2. Verify that foundations are within tolerances specified.
 - 3. Verify that reinforcing dowels are properly placed.
 - 4. Verify that substrates are free of substances that impair mortar bond.
- B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Thickness: Build cavity and composite walls and other masonry construction to full thickness shown. Build single-wythe walls to actual widths of masonry units, using units of widths indicated.
- B. Build chases and recesses to accommodate items specified in this and other Sections.
- C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match construction immediately adjacent to opening.
- D. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

- E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.
- F. Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.
- G. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. (30 g/194 sq. cm) per minute when tested in accordance with ASTM C67/C67M. Allow units to absorb water so they are damp but not wet at time of laying.

3.3 TOLERANCES

A. Dimensions and Locations of Elements:

- 1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch (13 mm) or minus 1/4 inch (6.4 mm).
- 2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch (13 mm).
- 3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch (6.4 mm) in a story height or 1/2 inch (13 mm) total.

B. Lines and Levels:

- 1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 ft. (6.4 mm in 3 m), or 1/2-inch (13-mm) maximum.
- 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 ft. (3.2 mm in 3 m), 1/4 inch in 20 ft. (6.4 mm in 6 m), or 1/2-inch (13-mm) maximum.
- 3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 ft. (6.4 mm in 3 m), 3/8 inch in 20 ft. (10 mm in 6 m), or 1/2-inch (13-mm) maximum.
- 4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 ft. (3.2 mm in 3 m), 1/4 inch in 20 ft. (6.4 mm in 6 m), or 1/2-inch (13-mm) maximum.
- 5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 ft. (6.4 mm in 3 m), 3/8 inch in 20 ft. (10 mm in 6 m), or 1/2-inch (13-mm) maximum.
- 6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 ft. (6.4 mm in 3 m), or 1/2-inch (13-mm) maximum.
- 7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch (1.6 mm) except due to warpage of masonry units within tolerances specified for warpage of units.

C. Joints:

- 1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3.2 mm), with a maximum thickness limited to 1/2 inch (13 mm).
- 2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch (3.2 mm).
- 3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch (10 mm) or minus 1/4 inch (6.4 mm).
- 4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3.2 mm).

5. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than **1/16 inch (1.6 mm)** from one masonry unit to the next.

3.4 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less-than-nominal **4-inch (102-mm)** horizontal face dimensions at corners or jambs.
- C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than **2 inches (51 mm)**. Bond and interlock each course of each wythe at corners. Do not use units with less-than-nominal **4-inch (102-mm)** horizontal face dimensions at corners or jambs.
- D. Stopping and Resuming Work: Stop work by stepping back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.
- E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- F. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.
- G. Fill cores in hollow CMUs with grout **24 inches (610 mm)** under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.
- H. Build nonload-bearing interior partitions full height of story to underside of solid floor or roof structure above unless otherwise indicated.
 1. Install compressible filler in joint between top of partition and underside of structure above.
 2. Fasten partition top anchors to structure above and build into top of partition. Grout cells of CMUs solidly around plastic tubes of anchors, and push tubes down into grout to provide **1/2-inch (13-mm)** clearance between end of anchor rod and end of tube. Space anchors **48 inches (1219 mm)** o.c. unless otherwise indicated.
 3. At fire-rated partitions, treat joint between top of partition and underside of structure above to comply with Section 078443 "Joint Firestopping."

3.5 MORTAR BEDDING AND JOINTING

- A. Lay CMUs and hollow brick as follows:
 1. Bed face shells in mortar and make head joints of depth equal to bed joints.
 2. Bed webs in mortar in all courses of piers, columns, and pilasters.

3. Bed webs in mortar in grouted masonry, including starting course on footings.
 4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
 5. Fully bed units and fill cells with mortar at anchors and ties as needed to fully embed anchors and ties in mortar.
- B. Lay solid masonry units and hollow brick with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- D. Cut joints flush where indicated to receive waterproofing, cavity wall insulation, or air barriers unless otherwise indicated.

3.6 CAVITY WALLS

- A. Bond wythes of cavity walls together as follows:
1. Individual Metal Ties: Provide ties as indicated installed in horizontal joints, but not less than one metal tie for 2.67 sq. ft. (0.25 sq. m) of wall area spaced not to exceed 24 inches (610 mm) o.c. horizontally and 16 inches (406 mm) o.c. vertically. Stagger ties in alternate courses. Provide additional ties within 12 inches (305 mm) of openings and space not more than 36 inches (914 mm) apart around perimeter of openings. At intersecting and abutting walls, provide ties at no more than 24 inches (610 mm) o.c. vertically.
 - a. Where bed joints of wythes do not align, use adjustable-type (two-piece-type) ties.
 - b. Where one wythe is of clay masonry and the other of concrete masonry, use adjustable-type (two-piece-type) ties to allow for differential movement regardless of whether bed joints align.
 2. Header Bonding: Provide masonry unit headers extending not less than 3 inches (76 mm) into each wythe. Space headers not more than 8 inches (203 mm) clear horizontally and 16 inches (406 mm) clear vertically.
 3. Masonry-Veneer Anchors: Comply with requirements for anchoring masonry veneers.
- B. Bond wythes of cavity walls together using bonding system indicated on Drawings.
- C. Keep cavities clean of mortar droppings and other materials during construction. Bevel beds away from cavity, to minimize mortar protrusions into cavity. Do not attempt to trowel or remove mortar fins protruding into cavity.
- D. Installing Cavity Wall Insulation: Place small dabs of adhesive, spaced approximately 12 inches (305 mm) o.c. both ways, on inside face of insulation boards, or attach with plastic fasteners designed for this purpose. Fit courses of insulation between wall ties and other confining obstructions in cavity, with edges butted tightly both ways. Press units firmly against inside wythe of masonry or other construction as indicated.

1. Fill cracks and open gaps in insulation with crack sealer compatible with insulation and masonry.
- E. Leave inspection openings at each course immediately above through-wall flashing and lintels by omitting one whole unit for every eight units laid horizontally. After wall cavity inspection and approval by the Architect, infill openings by inserting like units and properly filling head and bed joints and pointing as required for smooth, uniform appearance.
1. Cavities that have excessive mortar build-up will be cleaned by removal of the veneer. Excessive mortar build-up will be determined by the Architect.

3.7 ANCHORED MASONRY VENEERS

- A. Anchor masonry veneers to wall framing and concrete and masonry backup with masonry-veneer anchors to comply with the following requirements:
1. Fasten anchors through sheathing to wall framing with metal fasteners of type indicated. Use two fasteners unless anchor design only uses one fastener.
 2. Embed connector sections and continuous wire in masonry joints.
 3. Locate anchor sections to allow maximum vertical differential movement of ties up and down.
 4. Space anchors not more than **16 inches (406 mm)** o.c. vertically and **24 inches (635 mm)** o.c. horizontally, with not less than one anchor for each **2.67 sq. ft. (0.25 sq. m)** of wall area. Install additional anchors within **12 inches (305 mm)** of openings and at intervals, not exceeding **36 inches (914 mm)**, around perimeter.

3.8 MASONRY-CELL FILL

- A. Pour loose-fill insulation into cavities to fill void spaces. Maintain inspection ports to show presence of fill at extremities of each pour area. Close the ports after filling has been confirmed. Limit the fall of fill to one story high, but not more than **20 ft. (6 m)**.

3.9 MASONRY-JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of **5/8 inch (16 mm)** on exterior side of walls, **1/2 inch (13 mm)** elsewhere. Lap reinforcement a minimum of **6 inches (152 mm)**.
1. Space reinforcement not more than **16 inches (406 mm)** o.c.
 2. Space reinforcement not more than **8 inches (203 mm)** o.c. in foundation walls and parapet walls.
 3. Provide reinforcement not more than **8 inches (203 mm)** above and below wall openings and extending **12 inches (305 mm)** beyond openings in addition to continuous reinforcement.
- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- C. Provide continuity at wall intersections by using prefabricated T-shaped units.

- D. Provide continuity at corners by using prefabricated L-shaped units.
- E. Cut and bend reinforcing units as directed by manufacturer for continuity at[**corners,**] returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

3.10 CONTROL AND EXPANSION JOINTS

- A. General: Install expansion joints in unit masonry and control joints in brick where indicated. Install control joints in CMU at 20'-0" on center maximum, maintain 2 feet minimum from jamb at all openings. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.
- B. Form control joints in concrete masonry as follows:
 - 1. Install temporary foam-plastic filler in head joints, and remove filler when unit masonry is complete for application of sealant.
- C. Form expansion joints in brick as follows:
 - 1. Build in compressible joint fillers where indicated.
 - 2. Form open joint full depth of brick wythe and of width indicated, but not less than **3/8 inch (10 mm)** for installation of sealant and backer rod specified in Section 079200 "Joint Sealants."
- D. Provide horizontal, pressure-relieving joints by either leaving an airspace or inserting a compressible filler of width required for installing sealant and backer rod specified in Section 079200 "Joint Sealants," but not less than **3/8 inch (10 mm)**.
 - 1. Locate horizontal, pressure-relieving joints beneath shelf angles supporting masonry.

3.11 LINTELS

- A. Install steel lintels where indicated.
- B. Provide concrete or masonry lintels where indicated and where openings of more than **12 inches (305 mm)** for brick-size units and **24 inches (610 mm)** for block-size units are indicated without structural steel or other supporting lintels.
- C. Provide minimum bearing of **8 inches (203 mm)** at each jamb unless otherwise indicated.

3.12 FLASHING, WEEP HOLES, AND CAVITY VENTS

- A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated. Install cavity vents at shelf angles, ledges, and other obstructions to upward flow of air in cavities, and where indicated.
- B. Install flashing as follows unless otherwise indicated:
 - 1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed

- of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
 2. At multiwythe masonry walls, including cavity walls, extend flashing through outer wythe, turned up a minimum of **4 inches (102 mm)**, and **1-1/2 inches (38 mm)** into the inner wythe.
 3. At lintels and shelf angles, extend flashing **6 inches (152 mm)** minimum at each end. At heads and sills, extend flashing **6 inches (152 mm)** minimum and turn ends up not less than **2 inches (51 mm)** to form end dams.
 4. Install metal drip edges with sawtooth sheet metal flashing by interlocking hemmed edges to form hooked seam. Seal seam with elastomeric sealant complying with requirements in Section 079200 "Joint Sealants" for application indicated.
 5. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing **1/2 inch (13 mm)** back from outside face of wall, and adhere flexible flashing to top of metal drip edge.
 6. Install metal flashing termination beneath flexible flashing at exterior face of wall. Stop flexible flashing **1/2 inch (13 mm)** back from outside face of wall, and adhere flexible flashing to top of metal flashing termination.
- C. Install single-wythe CMU flashing system in bed joints of CMU walls where indicated to comply with manufacturer's written instructions. Install CMU cell pans with upturned edges located below face shells and webs of CMUs above and with weep spouts aligned with face of wall. Install CMU web covers so that they cover upturned edges of CMU cell pans at CMU webs and extend from face shell to face shell.
- D. Install reglets and nailers for flashing and other related construction where they are indicated to be built into masonry.
- E. Install weep holes in exterior wythes and veneers in head joints of first course of masonry immediately above embedded flashing.
1. Use specified weep/cavity vent products to form weep holes.
 2. Use wicking material to form weep holes above flashing under brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.
 3. Space weep holes **24 inches (610 mm)** o.c. unless otherwise indicated.
- F. Place cavity drainage material in airspace behind veneers to comply with configuration requirements for cavity drainage material in "Accessories" Article.

3.13 REINFORCED UNIT MASONRY

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
 2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and that of other loads that may be placed on them during construction.

- B. Placing Reinforcement: Comply with requirements in TMS 602.
- C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
 - 1. Comply with requirements in TMS 602 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
 - 2. Limit height of vertical grout pours to not more than 60 inches (1524 mm).

3.14 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 - 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
 - 3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
 - 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
 - 5. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
 - 6. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.
 - 7. Clean masonry with a proprietary acidic masonry cleaner applied according to manufacturer's written instructions.

3.15 MASONRY WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.
- B. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.

1. Crush masonry waste to less than 4 inches (102 mm) in each dimension.
 2. Mix masonry waste with at least two parts of specified fill material for each part of masonry waste. Fill material is specified in Section 312000 "Earth Moving."
 3. Do not dispose of masonry waste as fill within 18 inches (457 mm) of finished grade.
- C. Masonry Waste Recycling: Return broken CMUs not used as fill to manufacturer for recycling.
- D. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above or recycled, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042000

SECTION 051200 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Structural steel.
2. Grout for column base plates.

- B. Related Requirements:

1. Section 014100 "Special Inspection Services" for administrative and procedural requirements for special inspection services.
2. Section 099600 "High-performance Coatings" for surface-preparation and priming requirements of members to receive high performance coatings.

1.3 DEFINITIONS

- A. Structural Steel: Elements of structural-steel frame indicated on Drawings and as described in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.4 QUALITY ASSURANCE

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

1.5 ACTION SUBMITTALS

- A. Shop Drawings: Show fabrication of structural-steel components .
 1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
 2. Provide setting drawings, templates, and directions for installation of anchor bolts and other anchorages to be installed as work of other sections.

3. Include embedment drawings.
 4. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
 5. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical high-strength bolted connections.
 6. Delegated design submittals must be submitted with or prior to shop drawings. Shop drawings will not be reviewed until delegated design submittals have been submitted.
- B. Delegated-Design Submittal: For structural-steel connections indicated as “delegated design”, include structural calculations signed and sealed by the qualified professional engineer responsible for their preparation. In addition, the professional engineer responsible for connection design shall review the shop drawings prior to submittal for review to verify that the connections as detailed on the shop drawings comply with the connection design requirements of the final calculations. A review letter, signed and sealed by the professional engineer responsible for connection design shall be provided with the shop drawing and calculation submittal stating that this review and verification has been completed.

1.6 INFORMATION SUBMITTALS

- A. Qualification Data: For qualified fabricator.
- B. Welding certificates. Welder certificates signed by Contractor certifying that welders comply with requirements specified under the “Quality Assurance” Article.
- C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- D. Mill test reports for structural steel, including chemical and physical properties.
- E. Product Test Reports: For the following:
1. Bolts, nuts, and washers including mechanical properties and chemical analysis.
 2. Direct-tension indicators.
 3. Tension-control, high-strength, bolt-nut-washer assemblies.
 4. Shop primers.
 5. Nonshrink grout.

1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD.
1. Exception: The fabricator maintains detailed fabrication and quality control procedures which provide a basis for inspection control of the workmanship and the fabricator’s ability to conform to approved drawings, project specifications and referenced standards.
 - a. The Owner’s Special Inspection Agency shall review the procedures to the completeness and adequacy relative to the Code requirements including Special Inspection requirements for the fabricators scope of work.

- B. Installer Qualifications: A qualified installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category CSE.
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code – Steel."
- D. Comply with applicable provisions of the following specifications and documents:
 - 1. AISC 303.
 - 2. AISC 360.
 - 3. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
 - 1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
 - 1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
 - 2. Clean and relubricate bolts and nuts that become dry or rusty before use.
 - 3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F 1852 fasteners and for retesting fasteners after lubrication.

1.9 PERFORMANCE REQUIREMENTS

- A. Connections: Provide details of simple shear, braced frame, moment frame and lintel/girt connections required by the Contract Documents to be selected or completed by structural-steel fabricator, including comprehensive engineering design by a qualified professional engineer, to withstand loads indicated and comply with other information and restrictions indicated.
 - 1. Select and complete connections using schematic details indicated and AISC 360.
 - 2. Use LRFD; data are given at strength-load level.
- B. Construction: Braced frames, $R = 3.0$.

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: ASTM A 992, Grade 50.

- B. Channels, Angles: ASTM A 36, Grade 36.
- C. Plate and Bar: ASTM A 36, Grade 36.
- D. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade C, structural tubing, square, and rectangular.
- E. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B, structural round shape .
- F. Welding Electrodes: Comply with AWS requirements.

2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade C, heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers; all with plain finish.
- B. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F 1852, Type 1, heavy-hex round head assemblies consisting of steel structural bolts with splined ends, heavy-hex carbon-steel nuts, and hardened carbon-steel washers.
 - 1. Finish: Plain, unless otherwise noted.
- C. Headed Anchor Rods: ASTM F 1554, Grade 36, weldable, straight.
 - 1. Nuts: ASTM A 563 heavy-hex carbon steel.
 - 2. Plate Washers: ASTM A 36/A 36M carbon steel.
 - 3. Washers: ASTM F 436, Type 1, hardened carbon steel.
 - 4. Finish: Plain.

2.3 PRIMER

- A. Primer: Fabricator's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer complying with MPI#79 and requirements for low-emitting materials, compatible with topcoat where members are exposed on interior.
- B. At all structural steel and miscellaneous steel framing in natatorium and associated pool equipment and storage rooms, provide the following:
 - 1. SSPC-SP6 Commercial Blast Cleaning.
 - 2. One coat of Tnemec Series 90-97 Tneme-Zinc at 2.5 – 3.5 dry mils.
 - 3. One coat of Tnemec Series 161 Tneme-Fascure at 4.0 – 5.0 dry mils.
 - 4. Refer to High Performance Coatings specification section for field painting.
- C. For all steel to receive field-applied insulating coating, refer to High Performance Coatings specification section for primer and coating system.
- D. For all steel to receive field-applied intumescent or spray-applied fireproofing, refer to Division 7 fireproofing specification sections for primer and coating systems.

- E. Galvanizing Repair Paint: ASTM A 780.

2.4 BLACK ASPHALTUM PAINT

- A. Ultra high bond, single-component coal tar mastic for protecting steel below grade.

2.5 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.
 - 1. 5,500 psi minimum compressive strength.

2.6 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC 360.
 - 1. Camber structural-steel members where indicated.
 - 2. Fabricate beams with rolling camber up.
 - 3. Identify high-strength structural steel according to ASTM A 6/A 6M and maintain markings until structural steel has been erected.
 - 4. Mark and match-mark materials for field assembly.
 - 5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
 - 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.
- C. Bolt Holes: Cut, drill or punch standard bolt holes perpendicular to metal surfaces.
- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to SSPC SP 2, "Hand Tool Cleaning." Clean and prepare steel surfaces that are to receive hot-dip galvanization according to SSPC-SP 2, "Hand Tool Cleaning" prior to galvanizing.
- F. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1/D1.1M and manufacturer's written instructions.
- G. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel framing members.
 - 1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.

2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

2.7 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 1. Joint Type: Snug tightened, unless otherwise indicated.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 1. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

2.8 SHOP PRIMING

- A. Shop prime steel surfaces except the following:
 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches.
 2. Surfaces to be field welded.
 3. Surfaces of high-strength bolted, slip-critical connections.
 4. Surfaces to receive sprayed fire-resistive materials (applied fireproofing).
 5. Galvanized surfaces.
 6. Surfaces enclosed in interior construction.
- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:
 1. SSPC-SP 2, "Hand Tool Cleaning."
 2. SSPC-SP 3, "Power Tool Cleaning."
 3. SSPC-SP 6, "Commercial Blast Cleaning" as noted for Tnemec shop primer and field painted areas.
- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
 2. Apply two coats of shop paint to surfaces that are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.

2.9 GALVANIZING

- A. Hot-Dip Galvanized Finish: Clean per requirements provided in specification. Apply zinc coating by the hot-dip process to structural steel according to ASTM A 123/A 123M.
 - 1. Fill vent and drain holes that will be exposed in the finished Work unless they function as weep holes, by plugging with zinc solder and filing off smooth.
 - 2. Galvanize lintels, lintel assemblies and shelf angles located in exterior walls.

2.10 SPECIAL INSPECTIONS

- A. Special Inspections and tests will be performed by the Owner's Special Inspection Agency.
 - 1. Provide access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
 - 2. Verify that the fabricator maintains detailed fabrication and quality control procedures that provide a basis for inspection control of the workmanship and that those procedures are being implemented. This inspection will provide a basis for determination of fabricator's ability to conform to approved drawings, project specifications, and referenced standards.
 - a. Exception: Special Inspections will not be required where the work is done on the premises of a qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD.
 - 3. Approval shall be based upon review of the fabricator's written procedural and quality control manuals and periodic auditing of fabrication practices.
 - 4. At completion of fabrication, the fabricator shall submit a certificate of compliance stating that the work was performed in accordance with the approved construction documents.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify, with steel Erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
 - 1. Prepare a certified survey of bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.
- B. Proceed with installation only after unsatisfactory conditions have been corrected .

3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.
 - 1. Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength .

3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B. Baseplates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 - 1. Set plates for structural members on wedges, shims, or setting nuts as required.
 - 2. Weld plate washers to top of baseplate.
 - 3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
 - 4. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- C. Apply two heavy coats of black asphaltum paint to all steel below grade .
- D. Maintain erection tolerances of structural steel within AISC 303 "Code of Standard Practice for Steel Buildings and Bridges."
- E. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure.
 - 2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
- F. Splice members only where indicated.
- G. Do not use thermal cutting during erection unless approved by Architect. Finish thermally cut sections within smoothness limits in AWS D1.1/D1.1M.
- H. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.
- I. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1/D1.1M and manufacturer's written instructions.

3.4 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened or fully pretensioned, as indicated.

- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
 - 2. Remove backing bars or runoff tabs where exposed to view in the final condition, back gouge, and grind steel smooth.
 - 3. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC 303 "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

3.5 SPECIAL INSPECTIONS

- A. Special Inspections and tests shall be performed by the Special Inspector or Special Inspection Agency.
- B. Where fabrication of structural load-bearing members and assemblies is being performed on the premises of the fabricators shop, special inspection of the fabricated item shall be performed.
 - 1. Verify that the fabricator maintains detailed fabrication and quality control procedures that provide a basis for inspection control of the workmanship and that those procedures are being implemented. This inspection will provide a basis for determination of the fabricator's ability to conform to approved drawings, project specifications, and referenced standards.
 - 2. Exception: Special Inspections will not be required where the work is done on the premises of a fabricator registered and approved to perform such work without special inspection. Approval shall be based upon review of the fabricator's written procedural and quality control manuals and periodic auditing of fabrication practices. At completion of fabrication, the fabricator shall submit a certificate of compliance stating that the work was performed in accordance with the approved construction documents.
- C. Verification and inspection of steel construction shall be in accordance with the requirements of the Statement of Special Inspections, Section 1705.2 of the 2018 North Carolina State Building Code, and as follows:
 - 1. Welding: Welding inspection shall be in compliance with AWS D1.1. In addition to visual inspection, welds may be tested and inspected according to AWS D1.1 and the following inspection procedures, at Special Inspector's option:
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 - c. Ultrasonic Inspection: ASTM E 164.
 - d. Radiographic Inspection: ASTM E 94.
 - 2. Details: Perform periodic inspections of the erected structural steel framing to verify compliance with the details shown on the construction documents and approved shop drawings such as member locations, size and spacing, connection details, bracing and bolted and welded connections.
 - 3. High Strength Bolts: Bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

- a. General: While work is in progress, determine that the requirements for installation of bolts, nuts, washers and bolted parts are met. For bolts requiring pretensioning, observe the preinstallation testing and calibration procedures when such procedures are required by the installation method or by project plans or specifications; determine that all plies of connected materials have been drawn together and properly snugged and monitor the installation of bolts to verify that the selected procedure for installation is properly used to tighten bolts. For joints required to be tightened only to snug-tight condition, verify that the connected materials have been drawn together and properly snugged.
 - b. Periodic monitoring: Monitoring of bolt installation for pretensioning is permitted to be performed on a periodic basis when using the turn-of-nut method with matchmarking techniques, the direct tension indicator method or the alternate design fastener (twist-off bolt) method. Joints designated as snug tight shall be inspected on a periodic basis.
 - c. Continuous monitoring: Monitoring of bolt installation for pretensioning using the calibrated wrench method or the turn-of-nut method without matchmarking shall be performed on a continuous basis.
4. Shear Studs and Deformed Bar Anchors: Test and inspect welded shear connectors and Deformed Bar Anchors according to requirements in AWS D1.1/D1.1M, Type B and C, respectively, for stud welding and as follows:
- a. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
 - b. Conduct tests on additional shear connectors if weld fracture occurs on shear connectors already tested, according to requirements in AWS D1.1/D1.1M.
- D. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.
- E. Additional testing performed to determine compliance of corrected work with specified requirements shall be at Contractor's expense.

3.6 REPAIRS AND PROTECTION

- A. Galvanized Surfaces: Clean areas where galvanizing is damaged or missing and repair galvanizing to comply with ASTM A 780.
- B. Touchup Painting: Immediately after erection, clean exposed areas where primer is damaged or missing and paint with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-painted surfaces.
 - 1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.

END OF SECTION 051200

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wood products.
2. Wood-preservative-treated lumber.
3. Fire-retardant-treated lumber.
4. Dimension lumber framing.
5. Miscellaneous lumber.
6. Plywood backing panels.

B. Related Requirements:

1. Section 064023 "Interior Architectural Woodwork" for custom interior millwork elements.

1.2 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal (38 mm actual) size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) size or greater but less than 5 inches nominal (114 mm actual) size in least dimension.
- C. Exposed Framing: Framing not concealed by other construction.
- D. Lumber grading agencies, and abbreviations used to reference them, include the following:
1. NeLMA: Northeastern Lumber Manufacturers' Association.
 2. NLGA: National Lumber Grades Authority.
 3. SPIB: The Southern Pine Inspection Bureau.
 4. WCLIB: West Coast Lumber Inspection Bureau.
 5. WWPA: Western Wood Products Association.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.

3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency in accordance with ASTM D5664.
4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

1.4 INFORMATIONAL SUBMITTALS

A. Material Certificates:

1. For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
2. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained.

1.5 DELIVERY, STORAGE, AND HANDLING

- ##### A.
- Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS

- ##### A. Lumber:
- Comply with DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.
3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry wood products.
4. Dress lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content:

1. Boards: 19 percent.
2. Dimension Lumber: 19 percent unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- ##### A. Preservative Treatment by Pressure Process: AWP A U1, Use categories as follows:

1. UC1: Interior construction not in contact with ground or subject to moisture. Include the following items:
 - a. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.
 - b. Wood floor plates that are installed over concrete slabs-on-grade.
 - c. .
 2. UC3A (Commodity Specification A): Coated sawn products in exterior construction not in contact with ground but exposed to all weather cycles including intermittent wetting. Include the following items:
 - a. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - b. Wood framing members that are less than 18 inches (460 mm) above the ground in crawlspaces or unexcavated areas.
 - c. .
 3. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
 4. For exposed items indicated to receive a stained or natural finish, chemical formulations are not to require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
 5. After treatment, redry to 19 percent maximum moisture content.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 2. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.
 3. Wood framing members that are less than 18 inches (460 mm) above the ground in crawlspaces or unexcavated areas.
 4. Wood floor plates that are installed over concrete slabs-on-grade.
 5. .

2.3 FIRE-RETARDANT-TREATED LUMBER

- A. General: Where fire-retardant-treated materials are indicated, materials are to comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested in accordance with ASTM E84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
 - 1. Treatment is not to promote corrosion of metal fasteners.
 - 2. Exterior Type: Treated materials are to comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering in accordance with ASTM D2898. Use for exterior locations and where indicated.
 - 3. Interior Type A: Treated materials are to have a moisture content of 28 percent or less when tested in accordance with ASTM D3201/D3201M at 92 percent relative humidity. Use where exterior type is not indicated.
 - 4. Design Value Adjustment Factors: Treated lumber is to be tested according to ASTM D5664 and design value adjustment factors are to be calculated according to ASTM D6841.
- C. Kiln-dry lumber after treatment to maximum moisture content of 19 percent. Kiln-dry plywood after treatment to maximum moisture content of 15 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency and other information required by authorities having jurisdiction.
- E. For exposed items indicated to receive a stained or natural finish, chemical formulations are not to bleed through, contain colorants, or otherwise adversely affect finishes.
- F. Application: Treat items indicated on Drawings, and the following:
 - 1. Concealed blocking.
 - 2. Framing for non-load-bearing partitions.
 - 3. Plywood backing panels.
 - 4. .

2.4 DIMENSION LUMBER FRAMING

- A. Non-Load-Bearing Interior Partitions by Grade: Construction, Stud, or No. 3 grade.
 - 1. Application: All interior partitions.
 - 2. Species:
 - a. Hem-fir (north); NLGA.
 - b. Southern pine or mixed southern pine; SPIB.
 - c. Spruce-pine-fir; NLGA.
 - d. Hem-fir; WCLIB, or WWPA.
 - e. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
 - f. Northern species; NLGA.
 - g. Eastern softwoods; NeLMA.
 - h. Western woods; WCLIB or WWPA.

2.5 MISCELLANEOUS LUMBER

- A. Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any of the following species:
 - 1. Hem-fir (north); NLGA.
 - 2. Mixed southern pine or southern pine; SPIB.
 - 3. Spruce-pine-fir; NLGA.
 - 4. Hem-fir; WCLIB or WWPA.
 - 5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
 - 6. Western woods; WCLIB or WWPA.
 - 7. Northern species; NLGA.
 - 8. Eastern softwoods; NeLMA.
- C. Concealed Boards: 19 percent maximum moisture content and any of the following species and grades:
 - 1. Mixed southern pine or southern pine; No. 2 grade; SPIB.
 - 2. Hem-fir or hem-fir (north); Construction or No. 2 Common grade; NLGA, WCLIB, or WWPA.
 - 3. Spruce-pine-fir (south) or spruce-pine-fir; Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
 - 4. Eastern softwoods; No. 2 Common grade; NeLMA.
 - 5. Northern species; No. 2 Common grade; NLGA.
 - 6. Western woods; Construction or No. 2 Common grade; WCLIB or WWPA.
- D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

2.6 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: Plywood, DOC PS 1, Exterior, A-C, fire-retardant treated, in thickness indicated or, if not indicated, not less than **3/4-inch (19-mm)** nominal thickness.

2.7 FASTENERS

- A. General: Fasteners are to be of size and type indicated and comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than **1-1/2 inches (38 mm)** into wood substrate.
 - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M or ASTM F2329.

- B. Nails, Brads, and Staples: ASTM F1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

2.8 METAL FRAMING ANCHORS

- A. Hold-Downs: Brackets for bolting to wall studs and securing to foundation walls with anchor bolts or to other hold-downs with threaded rods and designed with first of two bolts placed seven bolt diameters from reinforced base.
 - 1. Bolt Diameter: 3/4 inch (19 mm).
 - 2. Width: 2-1/2 inches (64 mm).
 - 3. Body Thickness: 0.108 inch (2.8 mm).
 - 4. Base Reinforcement Thickness: 0.108 inch (2.8 mm).
- B. Materials: Unless otherwise indicated, fabricate from the following materials:
 - 1. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A653/A653M, G60 (Z180) coating designation.
 - a. Use for interior locations unless otherwise indicated.
 - 2. Heavy-Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A653/A653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 (Z550) coating designation; and not less than 0.036 inch (0.9 mm) thick.
 - a. Use for wood-preservative-treated lumber and where indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant-treated plywood backing panels with classification marking of testing agency exposed to view.
- D. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- E. Do not splice structural members between supports unless otherwise indicated.

- F. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
 - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than **16 inches (406 mm)** o.c.
- G. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
 - 1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than **96 inches (2438 mm)** o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
 - 2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than **96 inches (2438 mm)** o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and **2-inch nominal (38-mm actual)** thickness.
 - 3. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than **100 sq. ft. (9.3 sq. m)** and to solidly fill space below partitions.
 - 4. Fire block concealed spaces behind combustible cornices and exterior trim at not more than **20 feet (6 m)** o.c.
- H. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- I. Comply with AWP A M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.
- J. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- K. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.10.1, "Fastening Schedule," in ICC's International Building Code (IBC).
 - 2. ICC-ES evaluation report for fastener.
- L. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 INSTALLATION OF WOOD BLOCKING AND NAILERS

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach wood blocking to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than **1-1/2 inches (38 mm)** wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 INSTALLATION OF WALL AND PARTITION FRAMING

- A. General: Provide single bottom plate and double top plates using members of **2-inch nominal (38-mm actual)** thickness whose widths equal that of studs, except single top plate may be used for non-load-bearing partitions. Fasten plates to supporting construction unless otherwise indicated.
 - 1. For interior partitions and walls, provide wood studs sized as indicated in drawings, spaced **16 inches (406 mm)** o.c. unless otherwise indicated.
 - 2. Provide continuous horizontal blocking at midheight of partitions more than **96 inches (2438 mm)** high, using members of **2-inch nominal (38-mm actual)** thickness and of same width as wall or partitions.
- B. Construct corners and intersections with three or more studs.
- C. Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs. Support headers on jamb studs.
 - 1. For non-load-bearing partitions, provide double-jamb studs and headers not less than **4-inch nominal (89-mm actual)** depth for openings **48 inches (1200 mm)** and less in width, **6-inch nominal (140-mm actual)** depth for openings **48 to 72 inches (1200 to 1800 mm)** in width, **8-inch nominal (184-mm actual)** depth for openings **72 to 120 inches (1800 to 3000 mm)** in width, and not less than **10-inch nominal (235-mm actual)** depth for openings **10 to 12 feet (3 to 3.6 m)** in width.

3.4 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

SECTION 061600 - SHEATHING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wall sheathing.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for plywood backing panels.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Wall sheathing.

B. Product Data Submittals: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Resistance Ratings: As tested in accordance with ASTM E119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

2.2 WALL SHEATHING

A. Glass-Mat Gypsum Sheathing, Walls: ASTM C1177/C1177M.

1. Manufacturers:

- a. [Georgia-Pacific.](#)
 - b. USG Corporation
 - c. National Gypsum Corporation
2. Type and Thickness: Regular, **1/2 inch (13 mm)** thick.
3. Size: **48 by 96 inches (1219 by 2438 mm)** or **48 by 120 inches (1219 by 3048 mm)** for vertical installation.

2.3 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 1. For parapet and wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M.
- B. Nails, Brads, and Staples: ASTM F1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. Screws for Fastening Sheathing to Wood Framing: ASTM C1002.
- E. Screws for Fastening Gypsum Sheathing to Cold-Formed Metal Framing: Steel drill screws, in length recommended by sheathing manufacturer for thickness of sheathing to be attached.
 1. For steel framing less than **0.0329 inch (0.835 mm)** thick, use screws that comply with ASTM C1002.
 2. For steel framing from **0.033 to 0.112 inch (0.84 to 2.84 mm)** thick, use screws that comply with ASTM C954.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
 1. Table 2304.10.1, "Fastening Schedule," in the ICC's International Building Code.
 2. ICC-ES evaluation report for fastener.
- D. Coordinate wall and parapet sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.

- E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
- F. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

3.2 INSTALLATION OF GYPSUM SHEATHING

- A. Comply with GA-253 and with manufacturer's written instructions.
 - 1. Fasten gypsum sheathing to cold-formed metal framing with screws.
 - 2. Install panels with a **3/8-inch (9.5-mm)** gap where non-load-bearing construction abuts structural elements.
 - 3. Install panels with a **1/4-inch (6.4-mm)** gap where they abut masonry or similar materials that might retain moisture, to prevent wicking.
- B. Apply fasteners so heads bear tightly against face of sheathing, but do not cut into facing.
- C. Horizontal Installation: Install sheathing with V-grooved edge down and tongue edge up. Interlock tongue with groove to bring long edges in contact with edges of adjacent panels without forcing. Abut ends over centers of studs, and stagger end joints of adjacent panels not less than one stud spacing. Attach at perimeter and within field of panel to each stud.
 - 1. Space fasteners approximately **8 inches (200 mm)** o.c. and set back a minimum of **3/8 inch (9.5 mm)** from edges and ends of panels.
- D. Vertical Installation: Install vertical edges centered over studs. Abut ends and edges with those of adjacent panels. Attach at perimeter and within field of panel to each stud.
 - 1. Space fasteners approximately **8 inches (200 mm)** o.c. and set back a minimum of **3/8 inch (9.5 mm)** from edges and ends of panels.
- E. Seal sheathing joints in accordance with sheathing manufacturer's written instructions.
 - 1. Apply elastomeric sealant to joints and fasteners and trowel flat. Apply sufficient amount of sealant to completely cover joints and fasteners after troweling. Seal other penetrations and openings.
 - 2. Apply glass-fiber sheathing tape to glass-mat gypsum sheathing joints and apply and trowel sealant to embed entire face of tape in sealant. Apply sealant to exposed fasteners with a trowel so fasteners are completely covered. Seal other penetrations and openings.

END OF SECTION 061600

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SECTION 064116 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plastic-laminate-clad custom architectural cabinets.
2. Cabinet hardware and accessories.
3. Miscellaneous materials.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing cabinets that are concealed within other construction before cabinet installation.
2. Section 123216 "Manufactured Plastic Laminate-Clad Casework" for pre-manufactured plastic laminate cabinetry.

1.2 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to support loads imposed by installed and fully loaded cabinets.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Plastic-laminate-clad architectural cabinets.
2. Cabinet hardware and accessories.
3. Miscellaneous materials.

B. Product Data Submittals: For each product.

1. Include data for fire-retardant treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.

C. Shop Drawings:

1. Include plans, elevations, sections, and attachment details.
2. Show large-scale details.
3. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.

4. Show locations and sizes of cutouts and holes for items installed in plastic-laminate architectural cabinets.
 5. Apply AWI Quality Certification Program label to Shop Drawings.
- D. Samples: For each exposed product and for each color and texture specified, in manufacturer's standard size.
- E. Samples for Verification: For the following:
1. Exposed Cabinet Hardware and Accessories: One full-size unit for each type and finish.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer and Installer.
- B. Product Certificates: For each type of product.
1. Composite wood products.
 2. Thermally fused laminate panels.
 3. High-pressure decorative laminate.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
1. Manufacturer's Certification: Licensed participant in AWI's Quality Certification Program.
- B. Installer Qualifications: Licensed participant in AWI's Quality Certification Program.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver cabinets until painting and similar finish operations that might damage architectural cabinets have been completed in installation areas. Store cabinets in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.7 FIELD CONDITIONS

- A. Environmental Limitations without Humidity Control: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels planned for building occupants during the remainder of the construction period.
- B. Environmental Limitations with Humidity Control: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining

temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity between 25 and 55 percent during the remainder of the construction period.

- C. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed/concealed by construction, and indicate measurements on Shop Drawings.
- D. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

- A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.
 - 1. Provide labels and certificates from AWI certification program indicating that woodwork complies with requirements of grades specified.
 - 2. The Contract Documents contain requirements that are more stringent than the referenced quality standard. Comply with requirements of Contract Documents in addition to those of the referenced quality standard.
- B. Architectural Woodwork Standards Grade: Custom.
- C. Type of Construction: Frameless.
- D. Door and Drawer-Front Style: Flush overlay.
 - 1. Reveal Dimension: 1/2 inch (13 mm).
- E. High-Pressure Decorative Laminate: ISO 4586-3, grades as indicated or if not indicated, as required by quality standard.
- F. Exposed Surfaces:
 - 1. Plastic-Laminate Grade:.
 - 2. Edges: PVC edge banding, 3.0 mm thick, matching laminate in color, pattern, and finish.
 - 3. Pattern Direction: Vertically for drawer fronts, doors, and fixed panels.
- G. Semiexposed Surfaces:

1. Surfaces Other Than Drawer Bodies: Thermally fused laminate panels.
 - a. Edges of Plastic-Laminate Shelves: PVC tape, 0.018-inch (0.460-mm) minimum thickness, matching laminate in color, pattern, and finish.
 - b. Edges of Thermally Fused Laminate Panel Shelves: PVC or polyester edge banding.
 2. Drawer Sides and Backs: Solid-hardwood lumber.
 3. Drawer Bottoms: Hardwood plywood Thermally fused laminate panels.
- H. Dust Panels: 1/4-inch (6.4-mm) plywood or tempered hardboard above compartments and drawers unless located directly under tops.
- I. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, ISO 4583-3, grade to match exposed surface.
- J. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.
1. Join subfronts, backs, and sides with glued rabbeted joints supplemented by mechanical fasteners.
- K. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
1. As indicated by laminate manufacturer's designations.
- 2.2 WOOD MATERIALS
- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
1. Wood Moisture Content: 5 to 10 percent.
- B. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
1. Medium-Density Fiberboard (MDF): ANSI A208.2, Grade 130.
 2. Particleboard (Medium Density): ANSI A208.1, Grade M-2.
 3. Softwood Plywood: DOC PS 1, medium-density overlay.
 4. Thermally Fused Laminate (TFL) Panels: Particleboard or MDF finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of ISO 4586.
- 2.3 CABINET HARDWARE AND ACCESSORIES
- A. Frameless Concealed Hinges (European Type): ANSI/BHMA A156.9, B01602, 135 degrees of opening.
- B. Back-Mounted Pulls: ANSI/BHMA A156.9, B02011.

- C. Wire Pulls: Back mounted, solid metal, 4 inches (100 mm) long, 5/16 inch (8 mm) in diameter.
- D. Catches: Magnetic catches, ANSI/BHMA A156.9, B03141.
- E. Adjustable Shelf Standards and Supports: ANSI/BHMA A156.9, B04071; with shelf rests, B04081.
- F. Shelf Rests: ANSI/BHMA A156.9, B04013; metal.
- G. Drawer Slides: ANSI/BHMA A156.9.
 - 1. Heavy-Duty (Grade 1HD-100 and Grade 1HD-200): Side mount.
 - a. Type: Full extension.
 - b. Material: Aluminum slides.
 - c. Motion Feature: Soft close dampener.
 - 2. Pencil drawers not more than 3 inches (75 mm) high and not more than 24 inches (600 mm) wide, provide 50 lb (22.7 kg) load capacity.
 - 3. General-purpose drawers more than 3 inches (75 mm) high, but not more than 6 inches (150 mm) high and not more than 24 inches (600 mm) wide, provide 75 lb (34 kg) load capacity.
 - 4. File drawers more than 6 inches (150 mm) high or more than 24 inches (600 mm) wide, provide 100 lb (45 kg) load capacity.
 - 5. Lateral file drawers more than 6 inches (150 mm) high and more than 24 inches (600 mm) but not more than 30 inches (762 mm) wide, provide 150 lb (68 kg) load capacity.
 - 6. Lateral file drawers more than 6 inches (150 mm) high and more than 30 inches (762 mm) wide, provide 200 lb (90.7 kg) load capacity.
- H. Door Locks: ANSI/BHMA A156.11, E07121.
- I. Drawer Locks: ANSI/BHMA A156.11, E07041.
- J. Door and Drawer Silencers: ANSI/BHMA A156.16, L03011.
- K. Grommets for Cable Passage: 2-inch (51-mm) OD, molded-plastic grommets and matching plastic caps with slot for wire passage.
 - 1. Color: Black.
- L. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with ANSI/BHMA A156.18 for ANSI/BHMA finish number indicated.
 - 1. Satin Chromium Plated: ANSI/BHMA 626 for brass or bronze base; ANSI/BHMA 652 for steel base.
 - 2. Satin Stainless Steel: ANSI/BHMA 630.
- M. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in ANSI/BHMA A156.9.

2.4 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- C. Adhesive for Bonding Plastic Laminate: Type I, waterproof type as selected by fabricator to comply with requirements.
 - 1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

2.5 FABRICATION

- A. Fabricate architectural cabinets to dimensions, profiles, and details indicated.
- B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
 - 1. Notify Architect seven days in advance of the dates and times architectural cabinet fabrication will be complete.
 - 2. Trial fit assemblies at manufacturer's shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.
- C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.

3.2 INSTALLATION

- A. Architectural Woodwork Standards Grade: Install cabinets to comply with quality standard grade of item to be installed.

- B. Assemble cabinets and complete fabrication at Project site to extent that it was not completed in the shop.
- C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.
- D. Install cabinets level, plumb, and true in line to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm) using concealed shims.
 - 1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
 - 2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
 - 3. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches (400 mm) o.c. with No. 10 wafer-head screws sized for not less than 1-1/2-inch (38-mm) penetration into wood framing, blocking, or hanging strips.

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects. Where not possible to repair, replace architectural cabinets. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean cabinets on exposed and semiexposed surfaces.

END OF SECTION 064116

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SECTION 07 21 00 – THERMAL INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Glass-fiber blanket insulation.

1.3 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Glass-fiber blanket insulation.

1.4 INFORMATIONAL SUBMITTALS

- A. Installer's Certification: Listing type, manufacturer, and R-value of insulation installed in each element of the building thermal envelope.
 - 1. For blown-in or sprayed fiberglass and cellulosic-fiber loose-fill insulation, indicate initial installed thickness, settled thickness, settled R-value, installed density, coverage area, and number of bags installed.
 - 2. Sign, date, and post the certification in a conspicuous location on Project site.
- B. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- C. Research Reports: For foam-plastic insulation, from ICC-ES.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of building insulation through one source.
- B. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method indicated per product by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

PART 2 - PRODUCTS

2.1 GLASS-FIBER BLANKET INSULATION

- A. Glass-Fiber Blanket Insulation, Unfaced (Unfaced Batt Insulation): ASTM C665, Type I; passing ASTM E136 for combustion characteristics.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. CertainTeed Corporation.
 - b. Johns Manville; a Berkshire Hathaway company.
 - c. Knauf Insulation.
 - d. Owens Corning.
 - 2. Flame-Spread Index: Not more than 25 when tested in accordance with ASTM E84.
 - 3. Smoke-Developed Index: Not more than 50 when tested in accordance with ASTM E84.
- B. Glass-Fiber Blanket Insulation, Reinforced-Foil Faced (Faced Batt Insulation): ASTM C665, Type III (reflective faced), Class A (faced surface with a flame-spread index of 25 or less); Category 1 (membrane is a vapor barrier), faced with foil scrim, foil-scrim kraft, or foil-scrim polyethylene.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. CertainTeed Corporation.
 - b. Johns Manville; a Berkshire Hathaway company.
 - c. Knauf Insulation.
 - d. Owens Corning.

2.2 INSULATION FASTENERS

- A. Continuous Insulation: At masonry veneer temporarily spot attach insulation with adhesive until permanent attachment achieved by masonry anchors.
- B. Adhesively Attached, Spindle-Type Anchors: Plate welded to projecting spindle; capable of holding insulation of specified thickness securely in position with self-locking washer in place.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. AGM Industries, Inc.
 - b. Eckel Industries of Canada.
 - c. Gemco.
 - 2. Plate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
 - 3. Spindle: Copper-coated, low-carbon steel; fully annealed; 0.105 inch in diameter; length to suit depth of insulation.

- C. Adhesively Attached, Angle-Shaped, Spindle-Type Anchors: Angle welded to projecting spindle; capable of holding insulation of specified thickness securely in position with self-locking washer in place.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Gemco.
 - 2. Angle: Formed from 0.030-inch- thick, perforated, galvanized carbon-steel sheet with each leg 2 inches square.
 - 3. Spindle: Copper-coated, low-carbon steel; fully annealed; 0.105 inch in diameter; length to suit depth of insulation.
- D. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick galvanized-steel sheet, with beveled edge for increased stiffness, sized as required to hold insulation securely in place, but not less than 1-1/2 inches square or in diameter.
 - 1. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in the following locations:
 - a. Crawl spaces.
 - b. Ceiling plenums.
- E. Insulation Standoff: Spacer fabricated from galvanized mild-steel sheet for fitting over spindle of insulation anchor to maintain air space of 2 inches between face of insulation and substrate to which anchor is attached.
- F. Anchor Adhesive: Product with demonstrated capability to bond insulation anchors securely to substrates without damaging insulation, fasteners, or substrates.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. AGM Industries, Inc.
 - b. Gemco.

2.3 ACCESSORIES

- A. Adhesive for Bonding Insulation: Product compatible with insulation and air and water barrier materials, and with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.
 - 1. Verify adhesives have a VOC content of 70 g/L or less.
 - 2. Verify adhesive complies with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.

3.2 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
 - 1. Fill above tops of all walls to underside of deck with mineral wool at all walls scheduled to be insulated or adjacent to return air plenums.
- D. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.
- E. Coordinate insulation installation to access areas that are made inaccessible by subsequent construction.
- F. Apply single layer of insulation to produce thickness indicated, unless multiple layers are otherwise shown or required to make up total thickness.
- G. Install insulation in thickness required to coordinate with adjacent construction and to provide the minimum aged R-value as follows, or as indicated in drawings, whichever is greater:
 - 1. Exterior framed walls, above grade: R-13 between framing + R-7.5 continuous.
- H. Install foil-faced batt insulation at all areas where insulation will remain uncovered by other surfaces and exposed to cavities and other interstitial spaces including but not limited to wall areas above acoustical ceilings. This does not apply to acoustical batt insulation.
- I. Seal joints between closed-cell (nonbreathing) insulation units by applying adhesive, mastic, or sealant to edges of each unit to form a tight seal as units are shoved into place. Fill voids in completed installation with adhesive, mastic, or sealant as recommended by insulation manufacturer.

3.3 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

- A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions.
- B. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
 - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
 - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 3. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
 - 4. For metal-framed wall cavities where cavity heights exceed 96 inches, support unfaced blankets mechanically and support faced blankets by taping flanges of insulation to flanges of metal studs.

- C. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
 - 1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft.

3.4 PROTECTION

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes.
- B. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.
- C. Provide adequate protection of board insulation as recommended by manufacturer, including but not limited to, compatible waterproof tape at exposed foam surfaces, including corners, window and door openings, if insulation is left exposed longer than the amount of exposure time that is approved by the manufacturer.
- D. Remove and replace insulation that becomes wet.

END OF SECTION 07 21 00

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SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Custom flashing and trim fabrications, made from the following:
 - 1. Sheet metal materials.
 - 2. Miscellaneous materials.
- B. Related Requirements:
 - 1. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
 - 2. Section 042000 "Unit Masonry" for materials and installation of manufactured sheet metal through-wall flashing and trim integral with masonry.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, 12 inches (300 mm) long by actual width.

1.3 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sheet metal flashing and trim, and its accessories.

1.4 QUALITY ASSURANCE

- A. Fabricator Qualifications: Entity that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.
 - 1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
 - 2. Protect stored sheet metal flashing and trim from contact with water.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.6 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.7 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, are to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim are not to rattle, leak, or loosen, and are to remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. SPRI Wind Design Standard: Manufacture and install roof edge flashings and copings tested in accordance with ANSI/SPRI/FM 4435/ES-1 and capable of resisting the following design pressure:
 - 1. Design Pressure: As indicated on Drawings.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 SHEET METAL MATERIALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Aluminum Sheet: Coil-coated sheet, ASTM B209/B209M, alloy as standard with manufacturer, with temper as required to suit forming operations and structural performance required.
 - 1. Thickness: 0.040 inch (1.02 mm).
 - 2. Surface: Smooth, flat.
 - 3. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 4. Color: As selected by Architect from manufacturer's full range.
 - 5. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil (0.013 mm).

2.3 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.

- D. Elastomeric Sealant: ASTM C920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- G. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187/D1187M.
- H. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and -welded corners and junctions.
 - 1. Material: Aluminum, 0.024 inch (0.61 mm) thick.
 - 2. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
 - 3. Concrete Type: Provide temporary closure tape to keep reglet free of concrete materials, special fasteners for attaching reglet to concrete forms, and guides to ensure alignment of reglet section ends.
 - 4. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
 - 5. Accessories:
 - a. Flexible-Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where Drawings show reglet without metal counterflashing.
 - b. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing's lower edge.
 - 6. Finish: With manufacturer's standard color coating.

2.4 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
 - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
 - 4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.

B. Fabrication Tolerances:

1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of **1/4 inch in 20 ft. (6 mm in 6 m)** on slope and location lines indicated on Drawings and within **1/8-inch (3-mm)** offset of adjoining faces and of alignment of matching profiles.
2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.

C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.

1. Form expansion joints of intermeshing hooked flanges, not less than **1 inch (25 mm)** deep, filled with butyl sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.

E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.

G. Seams:

1. Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
2. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.
3. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer.

H. Do not use graphite pencils to mark metal surfaces.

2.5 MISCELLANEOUS SHEET METAL FABRICATIONS

A. Overhead-Piping Safety Pans: Fabricate from the following materials:

1. Stainless Steel: **0.0250 inch (0.635 mm)** thick.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrates, and other conditions affecting performance of the Work.

1. Verify compliance with requirements for installation tolerances of substrates.
2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.

3. Verify that air- or water-resistant barriers have been installed over substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF SHEET METAL FLASHING AND TRIM, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.
 1. Install fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of sealant.
 3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
 4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
 5. Install continuous cleats with fasteners spaced not more than **12 inches (300 mm)** o.c.
 6. Space individual cleats not more than **12 inches (300 mm)** apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 7. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
 8. Do not field cut sheet metal flashing and trim by torch.
 9. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
 1. Coat concealed side of uncoated-aluminum sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
 1. Space movement joints at maximum of **10 ft. (3 m)** with no joints within **24 inches (600 mm)** of corner or intersection.
 2. Form expansion joints of intermeshing hooked flanges, not less than **1 inch (25 mm)** deep, filled with sealant concealed within joints.
 3. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than **1-1/4 inches (32 mm)** for nails and not less than **3/4 inch (19 mm)** for wood screws.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

F. Seal joints as required for watertight construction.

1. Use sealant-filled joints unless otherwise indicated.
 - a. Embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant.
 - b. Form joints to completely conceal sealant.
 - c. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way.
 - d. Adjust setting proportionately for installation at higher ambient temperatures.
 - 1) Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

3.3 INSTALLATION OF MISCELLANEOUS SHEET METAL FABRICATIONS

A. Equipment Support Flashing:

1. Coordinate installation of equipment support flashing with installation of roofing and equipment.
2. Weld or seal flashing with elastomeric sealant to equipment support member.

B. Overhead-Piping Safety Pans:

1. Suspend pans from structure above, independent of other overhead items such as equipment, piping, and conduit, unless otherwise indicated on Drawings.
2. Pipe and install drain line to plumbing waste or drainage system.

3.4 INSTALLATION TOLERANCES

- A. Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 ft. (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

3.5 CLEANING

- A. Clean and neutralize flux materials. Clean off excess solder.
- B. Clean off excess sealants.

3.6 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.
- B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.

- C. Maintain sheet metal flashing and trim in clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION 076200

SECTION 078413 - PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Penetration firestopping systems.
2. Penetrations in fire-resistance-rated walls.

B. Related Requirements:

1. Section 078443 "Joint Firestopping" for joints in or between fire-resistance-rated construction, at exterior curtain-wall/floor intersections, and in smoke barriers.
2. Section 079200 "Joint Sealants" for non-fire-resistance-rated joint sealants.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Unlisted Firestopping Systems: Obtain an Engineering Judgment (EJ) from firestopping manufacturer where no UL, FM Approvals, or other listed assembly is available for particular firestop configuration. Follow International Firestop Council (IFC) recommended guidelines for evaluating firestopping systems in EJs.

C. Product Schedule: For each penetration firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing and inspecting agency.

1. Engineering Judgments: Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping system, submit illustration, with modifications marked, approved by penetration firestopping system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly developed in accordance with current International Firestop Council (IFC) guidelines. Obtain approval of authorities having jurisdiction prior to submittal.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Listed System Designs: For each penetration firestopping system, for tests performed by a qualified testing agency.

1.4 CLOSEOUT SUBMITTALS

- A. Installer Certificates: From Installer indicating that penetration firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Entity that has received UL's "Firestop Movement Certification," which demonstrates that manufacturer's firestopping products designated with M-Ratings are based on exposure to cyclic movement and UL 1479 fire test evaluation when tested in accordance with ASTM E3037.

1.6 FIELD CONDITIONS

- A. Environmental Limitations: Do not install penetration firestopping systems when ambient or substrate temperatures are outside limits permitted by penetration firestopping system manufacturers or when substrates are wet because of rain, frost, condensation, or other causes.
- B. Install and cure penetration firestopping system materials in accordance with manufacturer's written instructions using natural means of ventilations or, where this is inadequate, forced-air circulation.

1.7 COORDINATION

- A. Coordinate construction of openings and penetrating items to ensure that penetration firestopping systems can be accessed and installed in accordance with specified firestopping system design.
- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate penetration firestopping systems.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain penetration firestopping systems for each type of opening indicated from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics:
 - 1. A qualified testing agency, acceptable to authorities having jurisdiction, will perform penetration firestopping system tests.
 - 2. Test in accordance with testing standards referenced in "Penetration Firestopping Systems" Article. Provide rated systems complying with the following requirements:

- a. Penetration firestopping systems installed with products bearing the classification marking of a qualified testing agency.
 - 1) UL in its online directory "Product iQ."
 - 2) Intertek Group in its "Directory of Building Products."
 - 3) Insert name of qualified testing and inspecting agency.
- B. Provide components for each penetration firestopping system that, upon curing, do not re-emulsify, dissolve, leach, break down, or otherwise deteriorate over time from exposure to atmospheric moisture, sweating pipes, ponding water, or other forms of moisture characteristic during and after construction.
- C. Provide components for each penetration firestopping system that do not contain ethylene glycol.
- D. Provide components for each penetration firestopping system that are sufficiently flexible to accommodate movement, such as pipe vibration, water hammer, thermal expansion, and other normal building movement without damage.
- E. Provide components for each penetration firestopping system that are appropriately tested for the thickness and type of insulation utilized.

2.3 PENETRATION FIRESTOPPING SYSTEMS

- A. Penetration Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems must be compatible with one another, with the substrates forming openings, and with penetrating items if any.
- B. Penetrations in Fire-Resistance-Rated Walls: Penetration firestopping systems with ratings determined in accordance with ASTM E814 or UL 1479.
 - 1. F-Rating: Not less than the fire-resistance rating of the wall penetrated.
 - 2. Membrane Penetrations: Install recessed fixtures such that the required fire resistance will not be reduced.
 - 3. M-Rating: Provide penetration firestopping systems meeting specified F-Rating after being tested in accordance with ASTM E3037.
- C. Exposed Penetration Firestopping Systems: Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, when tested in accordance with ASTM E84 or UL 723.

2.4 ACCESSORIES

- A. Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping system manufacturer and approved by qualified testing and inspecting agency for conditions indicated, including but not limited to:
 - 1. Permanent forming/damming/backing materials.
 - 2. Substrate primers.

3. Collars.
4. Steel sleeves.

2.5 FILL MATERIALS

- A. Cast-in-Place Firestopping Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer sleeve lined with an intumescent strip, a flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.
- B. Latex Sealants: Single-component latex formulations that do not re-emulsify after cure during exposure to moisture.
- C. Firestopping Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.
- D. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced intumescent elastomeric sheet bonded to galvanized-steel sheet.
- E. Intumescent Putties: Nonhardening, water-resistant, intumescent putties containing no solvents or inorganic fibers.
- F. Intumescent Wrap Strips: Single-component intumescent elastomeric strips for use around combustible penetrants.
- G. Mortars: Prepackaged dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.
- H. Pillows/Bags: Compressible, removable, and reusable intumescent pillows encased in fire-retardant polyester or glass-fiber cloth. Where exposed, and when required by a listed system, cover openings with steel-reinforcing wire mesh to protect pillows/bags from being easily removed or dislodged.
- I. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.
- J. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants.
- K. Thermal and Endothermic Wraps: Flexible, insulating, and fire-resistant protective wraps tested and listed for up to 2-hour fire ratings in accordance with ASTM E814 or UL 1479; for protecting membrane penetrations of utility boxes, critical electrical circuits, communications lines, and fuel lines, and for thermal barrier and circuit integrity protection in accordance with ASTM E1725 or UL 1724.
- L. Fire-Rated Cable Sleeve Kits: Complete kits designed for new or existing cable penetrations through walls which accept standard accessories.
- M. Fire-Rated Cable Pathways: Single or gangable device modules composed of a steel raceway with integral intumescent material and requiring no additional action in the form of plugs, twisting closure, putty, pillows, sealant, or otherwise to achieve fire and air-leakage ratings.

1. Fire-rated cable pathway devices are the preferred product for data, video, and communications cable penetrations. Install these devices in locations where frequent cable moves, add-ons, and changes will occur. Such devices must be:
 - a. Capable of retrofit around existing cables.
 - b. Designed so that two or more devices can be ganged together.
 - c. Maintenance-free so no action is required to activate the smoke- and fire-sealing mechanism.
 2. Where fire-rated cable pathway devices are not practical, openings within walls and floors designed to accommodate data, video, and communications cabling must be provided with re-enterable products specifically designed for retrofit, such as retrofit devices for cable bundles, firestopping putty, plugs, or pillows.
- N. Retrofit Device for Cable Bundles: Factory-made, intumescent, collar-like device for firestopping existing over-filled cable sleeves and capable of being installed around projecting sleeves and cable bundles.
- O. Wall-Opening Protective Materials: Intumescent, non-curing putty pads or self-adhesive inserts for protection of electrical switch and receptacle boxes.
- P. Fire-Rated HVAC Retaining Angles: Steel angle system with integral intumescent firestopping gasket for use around rectangular steel HVAC ducts without fire dampers.
- Q. Firestopping Plugs: Flexible, re-enterable, intumescent, foam-rubber plug for use in blank round openings and cable sleeves.
- R. Fire-Rated Cable Grommet: Molded two-piece grommet made of plenum-grade polymer and foam inner core for sealing small cable penetrations in gypsum walls up to **1/2 inch (13 mm)** in diameter.
- S. Closet Flange Gasket: Molded, single-component, flexible, intumescent gasket for use beneath a water closet (toilet) flange in floor applications.
- 2.6 MIXING
- A. Penetration Firestopping Materials: For those products requiring mixing before application, comply with penetration firestopping system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Before installing penetration firestopping systems, clean out openings in accordance with manufacturer's written instructions and with the following requirements:
 - 1. Remove foreign materials from substrate surfaces that could interfere with adhesion of penetration firestopping materials.
 - 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping materials. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form-release agents from concrete.
- B. Prime substrates in accordance with penetration firestopping system manufacturer's written installation instructions, using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

3.3 INSTALLATION

- A. General: Install penetration firestopping systems in accordance with manufacturer's written installation instructions and published drawings for products and applications.
- B. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
 - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not forming permanent components of firestopping.
- C. Install fill materials by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items to achieve required fire-resistance ratings.
 - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - 3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 IDENTIFICATION

- A. Wall Identification: Permanently label walls containing penetration firestopping systems with the words "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS," using lettering not less than 3 inches (76 mm) high and with minimum 0.375-inch (9.5-mm) strokes.
 - 1. Locate in accessible concealed floor, floor-ceiling, or attic space at 15 ft. (4.57 m) from end of wall and at intervals not exceeding 30 ft. (9.14 m).

- B. Penetration Identification: Identify each penetration firestopping system with legible metal or plastic labels. Attach labels permanently to surfaces adjacent to and within **6 inches (150 mm)** of penetration firestopping system edge so labels are visible to anyone seeking to remove penetrating items or firestopping systems. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:
 - 1. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
 - 2. Contractor's name, address, and phone number.
 - 3. Designation of applicable testing and inspecting agency.
 - 4. Date of installation.
 - 5. Manufacturer's name.
 - 6. Installer's name.

3.5 FIELD QUALITY CONTROL

- A. Owner will engage a qualified inspection agency to conduct and report on inspections in accordance with ASTM E2174.
- B. Where deficiencies are found or penetration firestopping system is damaged or removed because of testing, repair or replace penetration firestopping system to comply with requirements.
- C. Proceed with enclosing penetration firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

3.6 CLEANING AND PROTECTION

- A. Clean off excess fill materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping system manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping material and install new materials to produce systems complying with specified requirements.

END OF SECTION 078413

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SECTION 078443 - JOINT FIRESTOPPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Intumescent gypsum wall framing gaskets.
2. Joints in or between fire-resistance-rated construction.

B. Related Requirements:

1. Section 078413 "Penetration Firestopping" for penetrations in fire-resistance-rated walls .

1.2 ACTION SUBMITTALS

A. Product Data:

1. For each type of product.

B. Unlisted Firestopping Systems: Obtain an Engineering Judgment (EJ) from firestop manufacturer where no UL, FM Approvals, or other listed assembly is available for particular firestop configuration. Follow International Firestop Council (IFC) recommended guidelines for evaluating firestop systems in EJs.

C. Product Schedule: For each joint firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing agency.

1. Engineering Judgments: Where Project conditions require modification to a qualified testing agency's illustration for a particular joint firestopping system condition, submit illustration, with modifications marked, approved by joint firestopping system manufacturer's fire-protection engineer as an EJ or equivalent fire-resistance-rated assembly developed in accordance with current IFC guidelines.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Listed System Designs: For each joint firestopping system, for tests performed by a qualified testing agency.

1.4 CLOSEOUT SUBMITTALS

A. Installer Certificates: From Installer indicating that joint firestopping systems have been installed in compliance with requirements and manufacturer's written installation instructions.

1.5 FIELD CONDITIONS

- A. Environmental Limitations: Do not install joint firestopping systems when ambient or substrate temperatures are outside limits permitted by joint firestopping system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
- B. Install and cure joint firestopping systems in accordance with manufacturer's written installation instructions using natural means of ventilation or, where this is inadequate, forced-air circulation.

1.6 COORDINATION

- A. Coordinate construction of joints to ensure that joint firestopping systems can be installed in accordance with specified firestopping system design.
- B. Coordinate sizing of joints to accommodate joint firestopping systems.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain joint firestop systems for each type of joint opening indicated from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics:
 - 1. A qualified testing agency, acceptable to authorities having jurisdiction, will perform joint firestopping system tests.
 - 2. Test in accordance with testing standards referenced in "Joint Firestopping Systems" Article. Provide rated systems complying with the following requirements:
 - a. Joint firestop systems installed with products bearing the classification marking of a qualified product certification agency in accordance with listed system designs published by a qualified testing agency.
 - 1) UL in its online directory "Product iQ."
 - 2) Intertek Group in its "Directory of Building Products."
- B. Rain/Water Resistance: For perimeter fire-barrier system applications, where inclement weather or greater-than-transient water exposure is expected, use products that dry rapidly and cure in the presence of atmospheric moisture sufficient to pass ASTM D6904 early rain-resistance test (24-hour exposure).

2.3 JOINT FIRESTOPPING SYSTEM TYPES

- A. General: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of assemblies in or between which joint firestopping systems are

installed. Joint firestopping systems must accommodate building movements without impairing their ability to resist the passage of fire and hot gases.

1. Joint firestopping systems that are compatible with one another, with the substrates forming openings, and with penetrating items, if any.
 2. Provide products that, upon curing, do not re-emulsify, dissolve, leach, break down, or otherwise deteriorate over time from exposure to atmospheric moisture, sweating pipes, ponding water or other forms of moisture.
 3. Provide firestop products that do not contain ethylene glycol.
- B. Joints in or between Fire-Resistance-Rated Construction: Provide joint firestopping systems with ratings determined in accordance with ASTM E1966 or UL 2079, with published L-Ratings for ambient and elevated temperatures as evidence of the ability of the fire-resistive joint system to restrict the movement of smoke.
1. Fire-Resistance Rating: Equal to or exceeding the fire-resistance rating of the wall, floor, or roof in or between which it is installed.

2.4 ACCESSORIES

- A. Provide components of joint firestopping systems, including primers and forming materials, that are needed to install elastomeric fill materials and to maintain ratings required. Use only components specified by joint firestopping system manufacturer and approved by the qualified testing agency for conditions indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for joint configurations, substrates, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Before installing joint firestopping systems, clean joints in accordance with fire-resistive joint system manufacturer's written installation instructions and the following requirements:
1. Remove foreign materials from substrate surfaces that could interfere with adhesion of elastomeric fill materials or compromise fire-resistive rating.
 2. Clean joint substrates to produce clean, sound surfaces capable of developing optimum bond with elastomeric fill materials. Remove loose particles remaining from cleaning operation.
 3. Remove laitance and form-release agents from concrete.

- B. Prime substrates in accordance with joint firestopping system manufacturer's written installation instructions, using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.
- C. Apply a suitable bond breaker to prevent three-sided adhesion in applications where condition occurs.

3.3 INSTALLATION

- A. General: Install joint firestopping systems in accordance with manufacturer's written installation instructions and published drawings for products and applications indicated.
- B. Install forming materials and other accessories of types required to support elastomeric fill materials during their application and in position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
 - 1. After installing elastomeric fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of fire-resistive joint system.
- C. Install elastomeric fill materials for joint firestopping systems by proven techniques to produce the following results:
 - 1. Apply elastomeric fill in voids and cavities formed by joints and forming materials as required to achieve fire-resistance ratings indicated.
 - 2. Apply elastomeric fill materials so they contact and adhere to substrates formed by joints.
 - 3. For elastomeric fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 IDENTIFICATION

- A. Wall Identification: Permanently label walls containing firestopping systems with the words "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS," using lettering not less than 3 inches (76 mm) high and with minimum 0.375-inch (9.5-mm) strokes.
 - 1. Locate in accessible concealed floor, floor-ceiling, or attic space at 15 ft. (4.57 m) from end of wall and at intervals not exceeding 30 ft. (9.14 m).
- B. Joint Identification: Identify joint firestopping systems with legible metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches (150 mm) of joint edge, so labels are visible to anyone seeking to remove joint firestopping system. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:
 - 1. The words "Warning - Joint Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
 - 2. Contractor's name, address, and phone number.
 - 3. Designation of applicable testing agency.
 - 4. Date of installation.

5. Manufacturer's name.
6. Installer's name.

3.5 FIELD QUALITY CONTROL

- A. Owner will engage a qualified testing agency to perform tests and inspections in accordance with ASTM E2393.
- B. Where deficiencies are found or joint firestopping systems are damaged or removed due to testing, repair or replace joint firestopping systems so they comply with requirements.
- C. Proceed with enclosing joint firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

3.6 CLEANING AND PROTECTION

- A. Clean off excess elastomeric fill materials adjacent to joints as the Work progresses by methods and with cleaning materials that are approved in writing by joint firestopping system manufacturers and that do not damage materials in which joints occur.
- B. Provide final protection and maintain conditions during and after installation that ensure joint firestopping systems are without damage or deterioration at time of Substantial Completion. If damage or deterioration occurs despite such protection, cut out and remove damaged or deteriorated joint firestopping systems immediately and install new materials to produce joint firestopping systems complying with specified requirements.

END OF SECTION 078443

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SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Nonstaining silicone joint sealants.
3. Urethane joint sealants.
4. Mildew-resistant joint sealants.
5. Butyl joint sealants.
6. Latex joint sealants.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Silicone joint sealants.
2. Nonstaining silicone joint sealants.
3. Urethane joint sealants.
4. Mildew-resistant joint sealants.
5. Polysulfide joint sealants.
6. Butyl joint sealants.
7. Latex joint sealants.

B. Samples for Initial Selection: Manufacturer's standard color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in ~~1/2-inch-~~ (13-mm-) wide joints formed between two ~~6-inch-~~ (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.3 INFORMATIONAL SUBMITTALS

A. Preconstruction Laboratory Test Schedule: Include the following information for each joint sealant and substrate material to be tested:

1. Joint-sealant location and designation.

2. Manufacturer and product name.
 3. Type of substrate material.
 4. Proposed test.
 5. Number of samples required.
 - B. Preconstruction Laboratory Test Reports: For each joint sealant and substrate material to be tested from sealant manufacturer, indicating the following:
 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 2. Interpretation of test results and written recommendations for primers and substrate preparation are needed for adhesion.
 - C. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
 - D. Field Quality-Control Reports: For field-adhesion-test reports, for each sealant application tested.
 - E. Sample warranties.
- 1.4 CLOSEOUT SUBMITTALS
- A. Manufacturers' special warranties.
 - B. Installer's special warranties.
- 1.5 QUALITY ASSURANCE
- A. Installer Qualifications: Authorized representative who is trained and approved by manufacturer.
 - B. Testing Agency Qualifications: Qualified in accordance with ASTM C1021 to conduct the testing indicated.
- 1.6 PRECONSTRUCTION TESTING
- A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
 1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
 2. Conduct field tests for each kind of sealant and joint substrate.
 3. Notify Architect seven days in advance of dates and times when test joints will be erected.
 4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
 5. Test Method: Test joint sealants in accordance with Method A, Tail Procedure, in ASTM C1521.

- a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
6. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
7. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.7 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: five years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 2. Disintegration of joint substrates from causes exceeding design specifications.
 3. Mechanical damage caused by individuals, tools, or other outside agents.
 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain joint sealants from single manufacturer for each sealant type.

2.2 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.3 SILICONE JOINT SEALANTS

- A. Manufacturers
 - 1. Pecora
 - 2. Tremco
 - 3. Sika
 - 4. BASF
- B. Silicone, S, NS, 100/50, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Use NT.
- C. Silicone, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.
 - 1.
- D. Silicone, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.
- E. Silicone, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.
- F. Silicone, S, NS, 50, T, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Uses T and NT.

2.4 NONSTAINING SILICONE JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested in accordance with ASTM C1248.

- B. Silicone, Nonstaining, S, NS, 100/50, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Use NT.
- C. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.
- D. Silicone, Nonstaining, S, NS, 100/50, T, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.

2.5 BUTYL JOINT SEALANTS

- A. Butyl-Rubber-Based Joint Sealants: ASTM C1311.
- B. Butyl-Rubber-Based Joint Sealants: ASTM C 1311, US FED Spec TT-S01657.
 - 1. Compound shall be a single-component, gun-grade, curing, butyl-rubber sealant. Cured sealant shall have the following physical properties:
 - a. Elongation: ASTM D412 150%.
 - b. Hardness (Shore A): ASTM D642 40 minutes.
 - c. Shrinkage: TT-S-0011657 <5%.
 - 2. Basis-of-Design Product: Subject to compliance with requirements, provide [Bostik, Inc](#); Chem-Calk 300 or comparable product by one of the following:
 - a. Pecora Corporation.

2.6 LATEX JOINT SEALANTS

- A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C834, Type OP, Grade NF.
- B. For interior use only.
- C. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. May National Associates, Inc.; a subsidiary of Sika Corporation.
 - b. Pecora Corporation.
 - c. Tremco Incorporated.

2.7 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
 - 1. Adfast
 - 2. Alcot Plastics

3. BASF Corporation
 4. Construction Foam Products, division of Nomaco
- B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
 - C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.8 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning

operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

- a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
3. Remove laitance and form-release agents from concrete.
 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
 - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 1. Do not leave gaps between ends of sealant backings.
 2. Do not stretch, twist, puncture, or tear sealant backings.
 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants in accordance with requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.
 4. Provide flush joint profile at in accordance with Figure 8B in ASTM C1193.
 5. Provide recessed joint configuration of recess depth and at in accordance with Figure 8C in ASTM C1193.
- a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - a. Extent of Testing: Test completed and cured sealant joints as follows:
 - 1) Perform 10 tests for the first 1000 ft. (300 m) of joint length for each kind of sealant and joint substrate.
 - 2) Perform one test for each 1000 ft. (300 m) of joint length thereafter or one test per each floor per elevation.
 - b. Test Method: Test joint sealants in accordance with Method A, Tail Procedure, in ASTM C1521.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 - c. Inspect tested joints and report on the following:
 - 1) Whether sealants filled joint cavities and are free of voids.
 - 2) Whether sealant dimensions and configurations comply with specified requirements.
 - 3) Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine

if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.

- d. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
 - e. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- 2. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.
- B. Prepare test and inspection reports.

3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

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SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior standard steel doors and frames.

B. Related Requirements:

1. Section 087100 "Door Hardware" for door hardware for hollow-metal doors.

1.2 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings in accordance with NAAMM-HMMA 803 or ANSI/SDI A250.8.

1.3 COORDINATION

- A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.
- B. Coordinate requirements for installation of door hardware, electrified door hardware, and access control and security systems.

1.4 ACTION SUBMITTALS

A. Product Data:

1. Interior standard steel doors and frames.

B. Product Data Submittals: For each product.

1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, and finishes.

C. Shop Drawings: Include the following:

1. Elevations of each door type.
2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
4. Locations of reinforcement and preparations for hardware.
5. Details of each different wall opening condition.

6. Details of electrical raceway and preparation for electrified hardware, access control systems, and security systems.
 7. Details of anchorages, joints, field splices, and connections.
 8. Details of accessories.
 9. Details of moldings, removable stops, and glazing.
- D. Product Schedule: For hollow-metal doors and frames, prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final door hardware schedule.

1.5 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each type of fire-rated hollow-metal door and frame assembly for tests performed by a qualified testing agency indicating compliance with performance requirements.

1.6 CLOSEOUT SUBMITTALS

- A. Record Documents: For fire-rated doors, list of door numbers and applicable room name and number to which door accesses.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow-metal doors and frames palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
1. Provide additional protection to prevent damage to factory-finished units.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow-metal doors and frames vertically under cover at Project site with head up. Place on minimum ~~4-inch-~~ (102-mm-) high wood blocking. Provide minimum ~~1/4-inch~~ (6-mm) space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 HOLLOW METAL DOORS AND FRAMES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
1. Ceco Door; ASSA ABLOY.
 2. Curries Company; ASSA ABLOY.
 3. Republic Doors and Frames
 4. Steelcraft
 5. MPI Group, LLC (The).

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings indicated on Drawings, based on testing at positive pressure in accordance with NFPA 252 or UL 10C.
- B. Fire-Rated, Borrowed-Lite Assemblies: Assemblies complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing in accordance with NFPA 257 or UL 9.
- C. Thermally Rated Door Assemblies: Provide door assemblies with U-factor of not more than **0.50 deg Btu/F x h x sq. ft. (2.84 W/K x sq. m)** when tested in accordance with ASTM C1363 or ASTM E1423.

2.3 INTERIOR STANDARD STEEL DOORS AND FRAMES

- A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Extra-Heavy-Duty Doors and Frames: ANSI/SDI A250.8, Level 3; ANSI/SDI A250.4, Level A.
 - 1. Doors:
 - a. Type: As indicated in the Door and Frame Schedule on Drawings.
 - b. Thickness: **1-3/4 inches (44.5 mm)**.
 - c. Face: Uncoated steel sheet, minimum thickness of **0.053 inch (1.3 mm)**.
 - d. Edge Construction: Model 2, Seamless.
 - e. Edge Bevel: Provide manufacturer's standard beveled or square edges.
 - f. Core: Manufacturer's standard.
 - g. Fire-Rated Core: Manufacturer's standard laminated mineral board core for fire-rated doors.
 - 2. Frames:
 - a. Materials: Uncoated steel sheet, minimum thickness of **0.053 inch (1.3 mm)**.
 - b. Construction: Full profile welded.
 - 3. Exposed Finish: Prime.

2.4 HOLLOW-METAL PANELS

- A. Provide hollow-metal panels of same materials, construction, and finish as adjacent door assemblies.

2.5 FRAME ANCHORS

- A. Jamb Anchors:

1. Type: Anchors of minimum size and type required by applicable door and frame standard, and suitable for performance level indicated.
 2. Quantity: Minimum of three anchors per jamb, with one additional anchor for frames with no floor anchor. Provide one additional anchor for each 24 inches (610 mm) of frame height above 7 feet (2.1 m).
 3. Postinstalled Expansion Anchor: Minimum 3/8-inch- (9.5-mm-) diameter bolts with expansion shields or inserts, with manufacturer's standard pipe spacer.
- B. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor.
- C. Floor Anchors for Concrete Slabs with Underlayment: Adjustable-type anchors with extension clips, allowing not less than 2-inch (51-mm) height adjustment. Terminate bottom of frames at top of underlayment.
- D. Material: ASTM A879/A879M, Commercial Steel (CS), 04Z (12G) coating designation; mill phosphatized.
1. For anchors built into exterior walls, steel sheet complying with ASTM A1008/A1008M or ASTM A1011/A1011M; hot-dip galvanized in accordance with ASTM A153/A153M, Class B.

2.6 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A1011/A1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A653/A653M, Commercial Steel (CS), Type B.
- D. Inserts, Bolts, and Fasteners: Hot-dip galvanized in accordance with ASTM A153/A153M.
- E. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.
- F. Mineral-Fiber Insulation: ASTM C665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E136 for combustion characteristics.
- G. Glazing: Comply with requirements in Section 088000 "Glazing."

2.7 FABRICATION

- A. Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.

1. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
 2. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
 - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
 - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
- B. Hardware Preparation: Factory prepare hollow-metal doors and frames to receive templated mortised hardware, and electrical wiring; include cutouts, reinforcement, mortising, drilling, and tapping in accordance with ANSI/SDI A250.6, the Door Hardware Schedule on Drawings, and templates.
1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
 2. Comply with BHMA A156.115 for preparing hollow-metal doors and frames for hardware.

2.8 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with ANSI/SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces. Touch up factory-applied finishes where spreaders are removed.
- B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

3.2 INSTALLATION

- A. Install hollow-metal doors and frames plumb, rigid, properly aligned, and securely fastened in place. Comply with approved Shop Drawings and with manufacturer's written instructions.
- B. Hollow-Metal Frames: Comply with ANSI/SDI A250.11.
1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.

- a. Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
 - b. Install frames with removable stops located on secure side of opening.
2. Fire-Rated Openings: Install frames in accordance with NFPA 80.
3. Floor Anchors: Secure with postinstalled expansion anchors.
 - a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
4. Solidly pack mineral-fiber insulation inside frames.
5. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout or mortar.
6. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors.
7. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:
 - a. Squareness: Plus or minus **1/16 inch (1.6 mm)**, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus **1/16 inch (1.6 mm)**, measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus **1/16 inch (1.6 mm)**, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus **1/16 inch (1.6 mm)**, measured at jambs at floor.
- C. Hollow-Metal Doors: Fit and adjust hollow-metal doors accurately in frames, within clearances specified below.
 1. Fire-Rated Doors: Install doors with clearances in accordance with NFPA 80.

3.3 REPAIR

- A. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- B. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 081113

SECTION 081416 - FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Solid-core five-ply flush wood veneer-faced doors

B. Related Requirements:

1. Section 088000 "Glazing" for glass view panels in flush wood doors.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Solid-core five-ply flush wood veneer-faced doors

B. Product Data Submittals: For each product, including the following:

1. Door core materials and construction.
2. Door edge construction
3. Door face type and characteristics.
4. Factory-machining criteria.
5. Factory- finishing specifications.

C. Shop Drawings: Indicate location, size, and hand of each door; elevation of each type of door; construction details not covered in Product Data; and the following:

1. Door schedule indicating door location, type, size, fire protection rating, and swing.
2. Door elevations, dimension and locations of hardware, lite and louver cutouts, and glazing thicknesses.
3. Details of frame for each frame type, including dimensions and profile.
4. Details of electrical raceway and preparation for electrified hardware, access control systems, and security systems.
5. Dimensions and locations of blocking for hardware attachment.
6. Dimensions and locations of mortises and holes for hardware.
7. Clearances and undercuts.
8. Requirements for veneer matching.
9. Doors to be factory finished and application requirements.
10. Apply AWI Quality Certification Program label to Shop Drawings.

D. Samples for Initial Selection: For factory-finished doors.

E. Samples for Verification:

1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches (200 by 250 mm), for each material and finish. For each wood species and transparent finish, provide set of three Samples showing typical range of color and grain to be expected in finished Work.

1.3 INFORMATIONAL SUBMITTALS

- A. Sample Warranty: For special warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Special warranties.
- B. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.
- C. Record Documents: For fire-rated doors, list of door numbers and applicable room name and number to which door accesses.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Certification: Licensed participant in AWI's Quality Certification Program.
- B. Quality Standard: Comply with WDMA I.S.1-A, "Architectural Wood Flush Doors", AWI Sections 1300 and 1500 "Architectural Woodwork Quality Standards" whichever is more stringent.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of referenced standard and manufacturer's written instructions.
- B. Package doors individually in plastic bags or cardboard cartons.
- C. Mark each door on top and bottom rail with opening number used on Shop Drawings.
- D. Stack doors flat and off the floor, supported to prevent warpage. Protect doors from damage and direct exposure to sunlight. Do not walk or place other material on top of stacked doors. Do not drag doors across one another. Contractor shall use all means necessary to protect doors from damage prior to, during, and after installation. All damaged doors shall be repaired or replaced by the contractor at no cost to the owner.

1.7 FIELD CONDITIONS

- A. Environmental Limitations:
 1. Do not deliver or install doors until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, and HVAC system is operating and maintaining temperature

and relative humidity at levels designed for building occupants for the remainder of construction period.

2. Do not deliver or install doors until building is enclosed and weathertight, wet work is complete, and HVAC system is operating and maintaining temperature between **60 and 90 deg F (16 and 32 deg C)** and relative humidity between 25 and 55 percent during remainder of construction period.

1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
 - a. Delamination of veneer.
 - b. Warping (bow, cup, or twist) more than **1/4 inch (6.4 mm)** in a **42-by-84-inch (1067-by-2134-mm)** section.
 - c. Telegraphing of core construction in face veneers exceeding **0.01 inch in a 3-inch (0.25 mm in a 76.2-mm)** span.
2. Warranty also includes installation and finishing that may be required due to repair or replacement of defective doors.
3. Warranty Period for Solid-Core Interior Doors: Life of installation.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain flush wood doors from single manufacturer.

2.2 FLUSH WOOD DOORS AND FRAMES, GENERAL

- A. Quality Standard: In addition to requirements specified, comply with AWI/AWMAC/WT's "Architectural Woodwork Standards."
 1. Provide labels and certificates from AWI certification program indicating that doors comply with requirements of grades specified.
 - a. Contractor registers the Work under this Section with the AWI Quality Certification Program at www.awiqcp.org or by calling 855-345-0991.
 2. The Contract Documents contain requirements that are more stringent than the referenced quality standard. Comply with the Contract Documents in addition to those of the referenced quality standard.

2.3 SOLID-CORE FIVE-PLY FLUSH WOOD VENEER-FACED DOORS

- A. Interior Doors, Solid-Core Five-Ply Veneer-Faced :

1. Manufacturers
 - a. Eggers Industries
 - b. Masonsite Architectural
 - c. VT Industries
2. Performance Grade: ANSI/WDMA I.S. 1A Extra Heavy Duty.
3. ANSI/WDMA I.S. 1A Quality Grade: Premium.
4. Faces: Single-ply wood veneer not less than 1/50 inch (0.508 mm) thick.
 - a. Species: Select white birch.
 - b. Cut: Plain sliced (flat sliced).
 - c. Match between Veneer Leaves: Slip match.
 - d. Assembly of Veneer Leaves on Door Faces: Running match.
 - e. Pair and Set Match: Provide for doors hung in same opening or separated only by mullions.
5. Exposed Vertical and Top Edges: Same species as faces or a compatible species - Architectural Woodwork Standards edge Type A.
6. Core:
 - a. WDMA I.S. 10 structural composite lumber.
 - 1) Screw Withdrawal, Door Face: 550 lbf (2440 N).
 - 2) Screw Withdrawal, Vertical Door Edge: 550 lbf (2440 N).
 - b. Either glued wood stave or WDMA I.S. 10 structural composite lumber.
7. Construction: Five plies, hot-pressed bonded (vertical and horizontal edging is bonded to core), with entire unit abrasive planed before veneering.
8. Adhesives: Type I in accordance with WDMA T.M. 6.

2.4 FABRICATION

- A. Factory machine doors for hardware that is not surface applied.
 1. Locate hardware to comply with DHI-WDHS-3.
 2. Comply with final hardware schedules, door frame Shop Drawings, ANSI/BHMA-156.115-W, and hardware templates.
 3. Coordinate with hardware mortises in metal frames, to verify dimensions and alignment before factory machining.
 4. For doors scheduled to receive electrified locksets, provide factory-installed raceway and wiring to accommodate specified hardware.
 5. Metal Astragals: Factory machine astragals and formed-steel edges for hardware for pairs of fire-rated doors.
- B. Openings: Factory cut and trim openings through doors.
 1. Light Openings: Trim openings with moldings of material and profile indicated.
 2. Glazing: Factory install glazing in doors indicated to be factory finished. Comply with applicable requirements in Section 088000 "Glazing."

2.5 FACTORY FINISHING

- A. Comply with referenced quality standard for factory finishing.
 - 1. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
 - 2. Finish faces, all four edges, edges of cutouts, and mortises.
 - 3. Stains and fillers may be omitted on top and bottom edges, edges of cutouts, and mortises.
- B. Factory finish doors.
- C. Transparent Finish:
 - 1. Architectural Woodwork Standards Grade: Premium.
 - a. System-11, Polyurethane, Catalyzed.
 - 2. Sheen: Satin.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and installed door frames, with Installer present, before hanging doors.
 - 1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
 - 2. Reject doors with defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Hardware: For installation, see Section 087100 "Door Hardware."
- B. Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.
- C. Install frames level, plumb, true, and straight.
 - 1. Shim as required with concealed shims. Install level and plumb to a tolerance of **1/8 inch in 96 inches (3.2 mm in 2400 mm)**.
 - 2. Anchor frames to anchors or blocking built in or directly attached to substrates.
 - a. Secure with countersunk, concealed fasteners and blind nailing.
 - b. Use fine finishing nails for exposed fastening, countersunk and filled flush with woodwork.
 - 1) For factory-finished items, use filler matching finish of items being installed.
 - 3. Install fire-rated doors and frames in accordance with NFPA 80.

D. Job-Fitted Doors:

1. Align and fit doors in frames with uniform clearances and bevels as indicated below.
 - a. Do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors.
2. Machine doors for hardware.
3. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.
4. Clearances:
 - a. Provide **1/8 inch (3.2 mm)** at heads, jambs, and between pairs of doors.
 - b. Provide **1/8 inch (3.2 mm)** from bottom of door to top of decorative floor finish or covering unless otherwise indicated on Drawings.
 - c. Where threshold is shown or scheduled, provide **1/4 inch (6.4 mm)** from bottom of door to top of threshold unless otherwise indicated.
 - d. Comply with NFPA 80 for fire-rated doors.
5. Bevel non-fire-rated doors **1/8 inch in 2 inches (3-1/2 degrees)** at lock and hinge edges.
6. Bevel fire-rated doors **1/8 inch in 2 inches (3-1/2 degrees)** at lock edge; trim stiles and rails only to extent permitted by labeling agency.

- E. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

3.3 FIELD QUALITY CONTROL

- A. Inspection Agency: Engage a qualified inspector to perform inspections and to furnish reports to Architect.
- B. Inspections:
1. Provide inspection of installed Work through AWI's Quality Certification Program, certifying that wood doors and frames, including installation, comply with requirements of AWI/AWMCA/WT's "Architectural Woodwork Standards" for the specified grade.
 2. Egress Door Inspections: Inspect each door equipped with panic hardware, each door equipped with fire exit hardware, each door located in an exit enclosure, each electrically controlled egress door, and each door equipped with special locking arrangements in accordance with NFPA 101, Section 7.2.1.15.
- C. Repair or remove and replace installations where inspections indicate that they do not comply with specified requirements.
- D. Reinspect repaired or replaced installations to determine if replaced or repaired door assembly installations comply with specified requirements.

3.4 ADJUSTING

- A. Operation: Rehang or replace doors that do not swing or operate freely.

- B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 081416

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SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Aluminum-framed entrance and storefront systems.

B. Related Requirements:

1. Section 088000 "Glazing"
2. Section 087100 "Door Hardware"

1.2 ACTION SUBMITTALS

A. Product Data:

1. Aluminum-framed entrance and storefront systems.

B. Product Data Submittals: For each product.

1. Construction details, material descriptions, dimensions of individual components and profiles, and finishes.
2. Operating characteristics, electrical characteristics, and furnished accessories.

C. Shop Drawings:

1. Plans, elevations, sections, full-size details, and attachments to other work.
2. Details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
3. Full-size isometric details of each type of vertical-to-horizontal intersection of aluminum-framed entrance and storefront systems, showing the following:
 - a. Joinery, including concealed welds.
 - b. Anchorage.
 - c. Expansion provisions.
 - d. Glazing.
 - e.
4. Point-to-point wiring diagrams showing the following:
 - a. Power requirements for each electrically operated door hardware.
 - b. Location and types of switches, signal device, conduit sizes, and number and size of wires.

D. Samples for Initial Selection: Manufacturer's standard color sheets, showing full range of available colors for each type of exposed finish.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For aluminum-framed entrance and storefront systems, for tests performed by a qualified testing agency.
- B. Preconstruction Test Reports: For aluminum-framed entrance and storefront systems.
 - 1. Test Reports: Prepared by a qualified preconstruction testing agency for each preconstruction test.
- C. Source Quality-Control Reports: For aluminum-framed entrance and storefront systems.
- D. Field Quality-Control Reports: For aluminum-framed entrance and storefront systems.
- E. Quality-Control Program: Developed specifically for Project, including fabrication and installation, in accordance with recommendations in ASTM C1401. Include periodic quality-control reports.
- F. Qualification Statements:
 - 1. For Installer.
- G. Delegated Design Engineer Qualifications: For aluminum-framed entrance and storefront systems.
- H. Sample Warranties: For aluminum-framed entrance and storefront systems.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For aluminum-framed entrance and storefront systems.
- B. Maintenance Data for Structural Sealant: For structural-sealant-glazed storefront. Include ASTM C1401 recommendations for post-installation-phase quality-control program.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. Entity that is certified under the North American Contractor Certification Program (NACC) and that employs installers and supervisors who are trained and approved by manufacturer.
- B. Laboratory Mockup Testing Agency Qualifications: Qualified in accordance with ASTM E699 for testing indicated.
- C. Testing Agency Qualifications: Qualified in accordance with ASTM E699 for testing indicated and acceptable to Owner and Architect.
- D. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.

1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

1.6 WARRANTY

- A. Special Warranty: Manufacturer and Installer agree to repair or replace components of aluminum-framed entrance and storefront systems that fail in materials or workmanship within specified warranty period.
 1. Failures include, but are not limited to, the following:
 - a. Faulty operation of doors, hardware, or other operating components
 - b. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
 2. Warranty Period: 10 years from date of Substantial Completion.
- B. Special Finish Warranty, Factory-Applied Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 1. Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 2. Warranty Period: 10 years from date of Substantial Completion.
 - 3.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain all components of aluminum-framed entrance and storefront system, including framing and accessories, from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrance and storefront systems representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.

1. Aluminum-framed entrance and storefront systems to withstand movements of supporting structure, including, but not limited to, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
 2. Failure also includes the following:
 - a. Thermal stresses transferring to building structure.
 - b. Glass breakage.
 - c. Noise or vibration created by wind and thermal and structural movements.
 - d. Loosening or weakening of fasteners, attachments, and other components.
 - e. Failure of operating units.
- B. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes.
1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
 2. Thermal Cycling: No buckling; stress on glass; sealant failure; excess stress on framing, anchors, and fasteners; or reduction of performance when tested in accordance with AAMA 501.5.
 - a. Interior Ambient-Air Temperature: 75 deg F (24 deg C).

2.3 ALUMINUM-FRAMED ENTRANCE AND STOREFRONT SYSTEMS

- A. Acceptable manufacturers include, but are not limited to:
1. YKK AP America
 2. Kawneer North America
 3. Oldcastle Building Envelope
- B. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
1. Interior Framing Construction: Nonthermal.
 2. Glazing System: Retained mechanically with gaskets on four sides.
 3. Glazing Plane: Front.
 4. Fabrication Method: Field-fabricated stick system.
 5. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
- C. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.
- D. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- E. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing
1. Door Construction: 1-3/4-inch (44.5-mm) overall thickness, with minimum 0.125-inch-(3.2-mm-) thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.

2. Door Design: Medium stile; 3-1/2-inch (88.9-mm) nominal width .
3. Glazing Stops and Gaskets: Beveled , snap-on, extruded-aluminum stops and preformed gaskets.
4. Finish: Match adjacent storefront framing finish.

2.4 ENTRANCE DOOR HARDWARE

- A. Entrance Door Hardware: Hardware not specified in this Section is specified in Section 087100 "Door Hardware."
- B. General: Provide entrance door hardware and entrance door hardware sets indicated in door and frame schedule for each entrance door, to comply with requirements in this Section.
 1. Entrance Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and products equivalent in function and comparable in quality to named products.
 2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.
 3. Opening-Force Requirements:
 - a. Accessible Interior Doors: Not more than 5 lbf (22.2 N) to fully open door.
- C. Butt Hinges: BHMA A156.1, Grade 1, radius corner.
 1. Nonremovable Pins: Provide setscrew in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while entrance door is closed.
 2. Quantities:
 - a. For doors up to 87 inches (2210 mm) high, provide three hinges per leaf.
 - b. For doors more than 87 and up to 120 inches (2210 and up to 3048 mm) high, provide four hinges per leaf.
- D. Mortise Auxiliary Locks: BHMA A156.5, Grade 1.
- E. Cylinders:
 1. As specified in Section 087100 "Door Hardware."
 2. BHMA A156.5, Grade 1.
 - a. Keying: Master key system. Permanently inscribe each key with a visual key control number and include notation to be furnished by Owner.
- F. Strikes: Provide strike with black-plastic dust box for each latch or lock bolt; fabricated for aluminum framing.
- G. Operating Trim: BHMA A156.6.
- H. Closers: BHMA A156.4, Grade 1, with accessories required for a complete installation, sized as required by door size, exposure to weather, and anticipated frequency of use; adjustable to comply with field conditions and requirements for opening force.
- I. Concealed Overhead Holders and Stops: BHMA A156.8, Grade 1.

- J. Door Stops: BHMA A156.16, Grade 1, floor or wall mounted, as appropriate for door location indicated, with integral rubber bumper.

2.5 GLAZING

- A. Glazing: Comply with Section 088000 "Glazing."
- B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
- C. Glazing Sealants: As recommended by manufacturer.

2.6 MATERIALS

- A. Sheet and Plate: **ASTM B209** (**ASTM B209M**).
- B. Extruded Bars, Rods, Profiles, and Tubes: **ASTM B221** (**ASTM B221M**).

2.7 ACCESSORIES

- A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
 - 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
 - 2. Reinforce members as required to receive fastener threads.
 - 3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system.
- B. Anchors: Three-way adjustable anchors with minimum adjustment of **1 inch** (**25.4 mm**) that accommodate fabrication and installation tolerances in material and finish compatible with adjoining materials and recommended by manufacturer.
 - 1. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts complying with ASTM A123/A123M or ASTM A153/A153M requirements.

2.8 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Fabricate components that, when assembled, have the following characteristics:
 - 1. Profiles that are sharp, straight, and free of defects or deformations.
 - 2. Accurately fitted joints with ends coped or mitered.
 - 3. Physical and thermal isolation of glazing from framing members.

4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
 5. Provisions for field replacement of glazing from interior.
 6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- E. Storefront Framing: Fabricate components for assembly using shear-block system or screw-spline system.
- F. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
1. At interior doors, provide compression weather stripping at fixed stops.
- G. Entrance Doors: Reinforce doors as required for installing entrance door hardware.
- H. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.
- I. After fabrication, clearly mark components to identify their locations in Project in accordance with Shop Drawings.

2.9 ALUMINUM FINISHES

- A. High-Performance Organic Finish, Two-Coat PVDF: Fluoropolymer finish complying with AAMA 2604 and containing not less than 50 percent PVDF resin by weight in color coat.
1. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 2. Color and Gloss: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF ALUMINUM-FRAMED ENTRANCE AND STOREFRONT SYSTEMS

- A. Comply with manufacturer's written instructions.
- B. Do not install damaged components.

- C. Fit joints to produce hairline joints free of burrs and distortion.
- D. Rigidly secure nonmovement joints.
- E. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
- F. Seal perimeter and other joints watertight unless otherwise indicated.
- G. Metal Protection:
 - 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
 - 2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- H. Set continuous sill members and flashing in full sealant bed, as specified in Section 079200 "Joint Sealants," to produce weathertight installation.
- I. Install joint filler behind sealant as recommended by sealant manufacturer.
- J. Install components plumb and true in alignment with established lines and grades.
- K. Install operable units level and plumb, securely anchored, and without distortion. Adjust weather-stripping contact and hardware movement to produce proper operation.
- L. Install entrance doors to produce smooth operation and tight fit at contact points.
 - 1. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware in accordance with entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.
- M. Install glazing as specified in Section 088000 "Glazing."

3.3 ERECTION TOLERANCES

- A. Install aluminum-framed entrance and storefront systems to comply with the following maximum tolerances:
 - 1. Plumb: **1/8 inch in 10 feet (3.2 mm in 3 m); 1/4 inch in 40 feet (6.35 mm in 12.2 m).**
 - 2. Level: **1/8 inch in 20 feet (3.2 mm in 6 m); 1/4 inch in 40 feet (6.35 mm in 12.2 m).**
 - 3. Alignment:
 - a. Where surfaces abut in line or are separated by reveal or protruding element up to **1/2 inch (12.7 mm)** wide, limit offset from true alignment to **1/16 inch (1.6 mm).**
 - b. Where surfaces are separated by reveal or protruding element from **1/2 to 1 inch (12.7 to 25.4 mm)** wide, limit offset from true alignment to **1/8 inch (3.2 mm).**
 - c. Where surfaces are separated by reveal or protruding element of **1 inch (25.4 mm)** wide or more, limit offset from true alignment to **1/4 inch (6 mm).**

4. Location: Limit variation from plane to 1/8 inch in 12 feet (3.2 mm in 3.6 m); 1/2 inch (12.7 mm) over total length.

3.4 MAINTENANCE SERVICE

A. Entrance Door Hardware Maintenance:

1. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of entrance door hardware.

END OF SECTION 084113

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SECTION 085313 - VINYL WINDOWS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Vinyl windows.

1.2 DEFINITIONS

- A. Combination Assemblies: An assembly formed by a combination of two or more separate fenestration products whose frames are mulled together utilizing a combination mullion or reinforcing mullion.
- B. Combination Mullions: A horizontal or vertical member formed by joining two or more individual fenestration units together without a mullion stiffener.
- C. Reinforcing Mullions: A horizontal or vertical member with an added continuous mullion stiffener and joining two or more individual fenestration units along the sides of the mullion stiffener.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 2. Review, discuss, and coordinate interrelationship of vinyl windows with other exterior wall components. Include provisions for anchoring, flashing, weeping, sealing perimeters, and protecting finishes.
 3. Review and discuss sequence of work required to construct a watertight and weathertight exterior building envelope.
 4. Inspect and discuss condition of substrate and other preparatory work performed by other trades.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, glazing and fabrication methods, dimensions of individual components and profiles, hardware, and finishes.

B. Shop Drawings:

1. Plans, elevations, sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation.
- C. Samples for Verification: Actual sample of finished products for each type of exposed finish:
 1. Exposed Finishes:.
 2. Exposed Hardware: Full-size units.
- D. Product Schedule: For vinyl windows. Use same designations indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each type of vinyl window, for tests performed by a qualified testing agency.
- B. Field Quality-Control Reports: For vinyl windows.
- C. Qualification Statements: For manufacturer and Installer.
- D. Sample warranties.

1.6 CLOSEOUT SUBMITTALS

- A. Warranty Documentation:
 1. Manufacturers' special warranties.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A manufacturer capable of fabricating vinyl windows that meet or exceed performance requirements indicated and of documenting this performance by test reports and calculations.
- B. Installer Qualifications: Authorized representative who is trained and approved by vinyl window manufacturer.
- C. Testing Agency Qualifications: An FGIA-accredited testing agency for testing indicated.

1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace vinyl windows that fail in materials or workmanship within specified warranty period.
 1. Failures include, but are not limited to, the following:
 - a. Failure to meet performance requirements.
 - b. Structural failures including excessive deflection, water leakage, and air infiltration.
 - c. Faulty operation of movable sash and hardware.

- d. Deterioration of materials and finishes beyond normal weathering.
 - e. Failure of insulating glass.
- 2. Warranty Period:
 - a. Window: 10 years from date of Substantial Completion.
 - b. Glazing Units: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain vinyl windows from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.
 - 1. Window Certification: FGIA or WDMA certified with label attached to each window.
- B. Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440 as follows:
 - 1. Minimum Performance Class: LC.
 - 2. Minimum Performance Grade: 35.
 - 3. Mull Window Systems: Evaluate and rate combination assemblies as single systems as determined by AAMA 450 in accordance with AAMA/WDMA/CSA 101/I.S.2/A440 requirements.
- C. Energy Performance: Certified and labeled by manufacturer for energy performance as follows:
 - 1. Thermal Transmittance (U-factor): As determined in accordance with NFRC 100:
 - a. Fixed Windows: Not more than 0.42 Btu/sq. ft. x h x deg F (2.38 W/sq. m x K).
 - b. Operable Windows: Not more than 0.62 Btu/sq. ft. x h x deg F (3.52 W/sq. m x K).
 - 2. Solar Heat-Gain Coefficient (SHGC): As determined in accordance with NFRC 200.
 - a. Fixed Windows: Not more than 0.36.
 - b. Operable Windows: Not more than 0.33 as determined in accordance with NFRC 200.
- D. Outdoor-Indoor Transmission Class (OITC): Rated for not less than 22 OITC when tested for laboratory sound transmission loss in accordance with ASTM E90 and determined by ASTM E1332.

2.3 VINYL WINDOWS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but not limited to, the following:
 - 1. YKKAP
 - 2. Marvin
 - 3. Ply-Gem
- B. Provide manufacturer's standard vinyl window assemblies consisting of frames, sashes, glass, hardware, fasteners, and all components and accessories as required for a complete installation.
- C. Operating Types: Provide the following operating types in locations indicated on Drawings:
 - 1. Single hung.
 - 2. Fixed.
- D. Frames and Sashes: Impact-resistant, UV-stabilized PVC complying with AAMA/WDMA/CSA 101/I.S.2/A440.
 - 1. Finish: Integral color, white.
 - 2. Gypsum Board Returns: Provide at interior face of frame.
- E. Glass: Clear annealed glass, ASTM C1036, Type 1, Class 1, q3.
 - 1. Kind: Fully tempered where indicated on Drawings.
- F. Insulating-Glass Units: ASTM E2190.
 - 1. Glass: ASTM C1036, Type 1, Class 1, q3.
 - a. Tint: As selected by Architect from Manufacturer's full range.
 - b. Kind: Fully tempered where indicated on Drawings.
 - 2. Filling: Fill space between glass lites with argon.
 - 3. Low-E Coating: Pyrolytic on second surface.
- G. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.
- H. Hardware, General: Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, carbon steel complying with AAMA 907, or other corrosion-resistant material compatible with adjacent materials; designed to smoothly operate, tightly close, and securely lock windows, and sized to accommodate sash weight and dimensions.
 - 1. Exposed Hardware Color and Finish: As selected by Architect from manufacturer's full range.
- I. Projected Window Hardware:
 - 1. Gear-Type Rotary Operators: Complying with AAMA 901 when tested in accordance with ASTM E405, Method A. Provide operators that function without requiring the removal of interior screens or using screen wickets.
 - a. Type and Style: As selected by Architect from manufacturer's full range of types and styles.

2. Hinges: Manufacturer's standard type for sash weight and size indicated.
3. Single-Handle Locking System: Operates positive-acting arms that pull sash into locked position. Provide one arm on sashes up to 29 inches (735 mm) tall and two arms on taller sashes.
4. Limit Devices: Concealed support arms with adjustable, limited, hold-open limit devices designed to restrict sash opening.
 - a. Limit clear opening to 4 inches (100 mm) for ventilation; with custodial key release.
5. Pole Operators: Tubular-shaped anodized aluminum; with rubber-capped lower end and standard push-pull hook at top to match hardware design; of sufficient length to operate window without reaching more than 60 inches (1500 mm) above floor; one pole operator and pole hanger per room that has operable windows more than 72 inches (1800 mm) above floor.

J. Hung Window Hardware:

1. Counterbalancing Mechanism: Complying with AAMA 902, concealed, of size and capacity to hold sash stationary at any open position.
2. Locks and Latches: Allow unobstructed movement of the sash across adjacent sash in direction indicated and operated from the inside only. Provide custodial locks.
3. Tilt Hardware: Releasing tilt latch allows sash to pivot about horizontal axis to facilitate cleaning exterior surfaces from the interior.

K. Horizontal-Sliding Window Hardware:

1. Sill Cap/Track: Rigid PVC or other weather-resistant plastic track with manufacturer's standard integral color of dimensions and profile indicated; designed to comply with performance requirements indicated and to drain to the exterior.
2. Locks and Latches: Allow unobstructed movement of the sash across adjacent sash in direction indicated and operated from the inside only. Provide custodial locks.
3. Roller Assemblies: Low-friction design.

L. Weather Stripping: Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.

M. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.

1. Exposed Fasteners: Avoid exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

N. Mullions: Provide combination and reinforcing mullions and cover plates matching window units, complete with anchors for support to structure. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections. Provide reinforcing mullions and cover plates capable of withstanding design wind loads of window units.

2.4 ACCESSORIES

A. Dividers (False Muntins): Provide divider grilles in designs indicated for each sash lite.

1. Material: Manufacturer's standard.
2. Pattern: As indicated on Drawings.
3. Profile: As selected by Architect from manufacturer's full range.
4. Color: As selected by Architect from manufacturer's full range.

2.5 INSECT SCREENS

- A. General: Fabricate insect screens to integrate with window frame. Provide screen for each operable exterior sash. Screen wickets are not permitted.
 1. Type and Location: Half, outside for single-hung sashes.
- B. Aluminum Frames: Manufacturer's standard aluminum alloy complying with SMA 1201. Fabricate frames with mitered or coped joints or corner extrusions, concealed fasteners, and removable PVC spline/anchor concealing edge of frame.
 1. Tubular Framing Sections and Cross Braces: Roll formed from aluminum sheet.
 2. Finish for Interior Screens: Baked-on organic coating in color selected by Architect from manufacturer's full range.
 3. Finish for Exterior Screens: Baked-on organic coating in color selected by Architect from manufacturer's full range.
- C. Glass-Fiber Mesh Fabric: **18-by-14 (1.1-by-1.4-mm)** or **18-by-16 (1.0-by-1.1-mm)** mesh of PVC-coated, glass-fiber threads; woven and fused to form a fabric mesh resistant to corrosion, shrinkage, stretch, impact damage, and weather deterioration. Comply with ASTM D3656/D3656M.
 1. Mesh Color: Manufacturer's standard.

2.6 FABRICATION

- A. Fabricate vinyl windows in sizes indicated. Include a complete system for installing and anchoring windows.
- B. Glaze vinyl windows in the factory.
- C. Weather strip each operable sash to provide weathertight installation.
- D. Hardware: Mount hardware through double walls of vinyl extrusions or provide corrosion-resistant reinforcement.
- E. Window Assemblies: Provide window units in configuration indicated on Drawings. Provide window frames, sashes, hardware, and other trim and components necessary for a complete, secure, and weathertight installation, including the following:
 1. Combination and reinforcing mullions with interior and exterior trim.
 2. Interior and exterior extension and trim.
 3. Clear pine head and seat boards.
 4. Top and bottom plywood platforms.
 5. Support brackets.

- F. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation. Allow for scribing, trimming, and fitting at Project site.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Verify rough opening dimensions, levelness of sill plate, and operational clearances.
- C. Examine wall flashings, air and weather barriers, and other built-in components to ensure weathertight window installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E2112.
- B. Install windows level, plumb, square, true to line, without distortion, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.
- C. Mullions: Install combination and reinforcing mullions for combination assemblies in accordance with manufacturer's written instructions.

3.3 ADJUSTING

- A. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.

3.4 CLEANING AND PROTECTION

- A. Clean exposed surfaces immediately after installing windows using manufacturer's written instructions. Remove excess sealants, glazing materials, dirt, and other substances.
- B. Remove and replace sashes if glass has been broken, chipped, cracked, abraded, or damaged during construction period.

- C. Protect window surfaces from contact with contaminating substances resulting from construction operations. If contaminating substances do contact window surfaces, remove contaminants immediately in accordance with manufacturer's written instructions.

END OF SECTION 085313

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Hinges.
2. Self-closing hinges and pivots.
3. Mortise locks.
4. Roller latches.
5. Push-pull latches.
6. Electromechanical locks.
7. Surface bolts.
8. Exit devices and auxiliary items.
9. Lock cylinders.
10. Operating trim.
11. Coordinators.
12. Carry-open bars.
13. Surface closers.
14. Concealed closers.
15. Closer holder release devices.
16. Wall- and floor-mounted stops.
17. Overhead stops and holders.
18. Door gasketing.
19. Thresholds.
20. Metal protective trim units.

B. Related Requirements:

1. Section 064116 "Plastic-Laminate-Clad Architectural Cabinets" for cabinet door hardware provided with cabinets.
2. Section 081113 "Hollow Metal Doors and Frames" for door silencers provided as part of hollow-metal frames.
3. Section 081416 "Flush Wood Doors" for astragals provided as part of labeled fire-rated assemblies.
4. Section 084113 "Aluminum-Framed Entrances and Storefronts" for entrance door hardware, including cylinders.

1.2 COORDINATION

- ##### A. Installation Templates:
- Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

- B. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.
- C. Electrical System Roughing-In: Coordinate layout and installation of electrified door hardware with connections to power supplies and building safety and security systems.
- D. Existing Openings: Where hardware components are scheduled for application to existing construction or where modifications to existing door hardware are required, field-verify existing conditions and coordinate installation of door hardware to suit opening conditions and to provide proper door operation.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Conference participants must include Installer' and Owner's security consultant.

1.4 ACTION SUBMITTALS

- A. Product Data:
 - 1. All door hardware items defined within this section
- B. Product Data Submittals: For each product.
- C. Shop Drawings: For electrified door hardware.
 - 1. Include diagrams for power, signal, and control wiring.
 - 2. Include details of interface of electrified door hardware and building safety and security systems.
- D. Door Hardware Schedule: Prepared by or under the supervision of Installer's Architectural Hardware Consultant. Coordinate door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Submittal Sequence: Submit door hardware schedule concurrent with submissions of product data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
 - 2. Format: Use same scheduling sequence and format and use same door numbers as in door hardware schedule in the Contract Documents.
 - 3. Content: Include the following information:
 - a. Identification number, location, hand, fire rating, size, and material of each door and frame.
 - b. Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
 - c. Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.

- d. Description of electrified door hardware sequences of operation and interfaces with other building control systems.
 - e. Fastenings and other installation information.
 - f. Explanation of abbreviations, symbols, and designations contained in door hardware schedule.
 - g. Mounting locations for door hardware.
 - h. List of related door devices specified in other Sections for each door and frame.
- E. Keying Schedule: Prepared by or under the supervision of Installer's Architectural Hardware Consultant, detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations that are coordinated with the Contract Documents. Owner's preferred rekeying vendor is Marshall's Locksmith.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Certificates: For each type of electrified door hardware.
 - 1. Certify that door hardware for use on each type and size of labeled fire-rated doors complies with listed fire-rated door assemblies.
- C. Product Test Reports: For compliance with accessibility requirements, for tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.
- D. Field quality-control reports.
- E. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of door hardware to include in maintenance manuals.
- B. Schedules: Final door hardware and keying schedule.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult Contractor, Architect, and Owner about door hardware and keying.
 - 1. Warehousing Facilities: In Project's vicinity.
 - 2. Scheduling Responsibility: Preparation of door hardware and keying schedule.
 - 3. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lockup for door hardware delivered to Project site.
- B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.
- C. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

1.9 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures, including excessive deflection, cracking, or breakage.
 - b. Faulty operation of doors and door hardware.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
 - 2. Warranty Period: Three years from date of Substantial Completion unless otherwise indicated below:
 - a. Manual Closers: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain each type of door hardware from single manufacturer.
 - 1. Provide electrified door hardware from same manufacturer as mechanical door hardware unless otherwise indicated. Manufacturers that perform electrical modifications and that are listed by a testing and inspecting agency acceptable to authorities having jurisdiction are acceptable.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Door Assemblies: Where fire-rated doors are indicated, provide door hardware complying with NFPA 80 that is listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure in accordance with NFPA 252 or UL 10C.
- B. Electrified Door Hardware: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- C. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the USDOJ's "2010 ADA Standards for Accessible Design" and ICC A117.1.
1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf (22.2 N).
 2. Comply with the following maximum opening-force requirements:
 - a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf (22.2 N) applied perpendicular to door.
 - b. Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
 3. Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than 1/2 inch (13 mm) high.
 4. Adjust door closer sweep periods so that, from an open position of 90 degrees, the door will take at least 5 seconds to move to a position of 12 degrees from the latch.
 5. Adjust spring hinges so that, from an open position of 70 degrees, the door will take at least 1.5 seconds to move to the closed position.

2.3 HINGES

- A. Hinges: ANSI/BHMA A156.1.
1. Basis of Design: Stanley FBB179 4.5 x 4.5
 2. Alternate manufacturers: Hager, McKinney, Bommer

2.4 MECHANICAL LOCKS AND LATCHES

- A. Lock Functions: As indicated in door hardware schedule.
- B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:
1. Mortise Locks: Minimum 3/4-inch (19-mm) latchbolt throw.
- C. Lock Backset: 2-3/4 inches (70 mm) unless otherwise indicated.
- D. Lock Trim:
1. Levers:
 - a. B Standard
 2. Escutcheons (Roses): LW1 Standard .
- E. Dummy Trim: Match lever lock trim and escutcheons. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.

2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
3. Aluminum-Frame Strike Box: Manufacturer's special strike box fabricated for aluminum framing.
4. Rabbet Front and Strike: Provide on locksets for rabbeted meeting stiles.

F. Mortise Locks: ANSI/BHMA A156.13, Security Grade 1; stamped steel case with steel or brass parts.

1. Basis of Design: Schlage L-9050 series.
2. Alternate manufacturers: Sargent, Best, Yale

2.5 ELECTROMECHANICAL LOCKS

A. Electromechanical Locks: ANSI/BHMA A156.25, Grade 1; motor or solenoid driven; with strike that suits frame.

1. Provide by same manufacturer as mechanical locks
2. Type: Mortise latchbolt.

2.6 SELF-CONTAINED ELECTRONIC LOCKS

A. Self-Contained Electronic Locks: ANSI/BHMA A156.25, mortise; with internal, battery-powered, self-contained electronic locks; consisting of complete lockset, motor-driven lock mechanism, and actuating device; enclosed in zinc-dichromate-plated, wrought-steel case, and strike that suits frame. Provide key override, low-battery detection and warning, LED status indicators, and ability to program at the lock.

1. Provide by the same manufacturer as mechanical (non-electronic) locks.

2.7 MANUAL FLUSH BOLTS

A. Manual Flush Bolts: ANSI/BHMA A156.16; minimum 3/4-inch (19-mm) throw; designed for mortising into door edge.

1. Trimco
2. ABH
3. Burns

2.8 EXIT DEVICES AND AUXILIARY ITEMS

A. Exit Devices and Auxiliary Items: ANSI/BHMA A156.3.

1. Basis of Design: Von Duprin 99 series

2. Alternate manufacturers: Sargent, Best, Yale

2.9 LOCK CYLINDERS

- A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver. Provide cylinder from same manufacturer of locking devices.
 1. Core Type: Interchangeable.
 2. Basis of Design: Keymark
- B. Construction Master Keys: Provide cylinders with feature that permits voiding of construction keys without cylinder removal. Provide 10 construction master keys.
- C. Construction Cores: Provide construction cores that are replaceable by permanent cores. Provide 10 construction master keys.

2.10 KEYING

- A. Keying System: Factory registered, complying with guidelines in ANSI/BHMA A156.28, appendix. Provide one extra key blank for each lock. Incorporate decisions made in keying conference.
 1. Grand Master Key System: Change keys, a master key, and a grand master key operate cylinders.
 - a. Provide three cylinder change keys and five each of master and grand master keys.
 2. Keyed Alike: Key all cylinders to same change key.
 3. Owner's preferred vendor for rekeying of existing cylinders is Marshall's Locksmith.
- B. Keys: Nickel silver.
 1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:
 - a. Notation: "DO NOT DUPLICATE."

2.11 OPERATING TRIM

- A. Operating Trim: ANSI/BHMA A156.6; stainless steel unless otherwise indicated.

2.12 ACCESSORIES FOR PAIRS OF DOORS

- A. Coordinators: ANSI/BHMA A156.3; consisting of active-leaf, hold-open lever, and inactive-leaf release trigger; fabricated from steel with nylon-coated strike plates; with built-in, adjustable safety release.

- B. Carry-Open Bars: ANSI/BHMA A156.3; prevent the inactive leaf from opening before the active leaf; provide polished brass or bronze carry-open bars with strike plate for inactive leaves of pairs of doors unless automatic or self-latching bolts are used.
- C. Astragals: ANSI/BHMA A156.22.

2.13 SURFACE CLOSERS

- A. Surface Closers: ANSI/BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.
 - 1. Basis of Design: Sargent 351 Series
 - 2. Alternate manufacturers: LCN, Stanley

2.14 MECHANICAL STOPS AND HOLDERS

- A. Wall Stops: BHMA A156.16; polished cast brass, bronze, or aluminum base metal with US26D dull chrome finish. Cast disc type with concave rubber bumper, having a minimum 2-1/8 inch (54 mm) diameter base with nominal 1 inch (25 mm) projection and concealed attachment to substrate.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Trimco 1270WV or comparable product by one of the following:
 - a) ABH.
 - b) Burns.
 - c) Rockwood.
 - 2. Reinforce gypsum wall board partitions with wood blocking at all wall stop locations.
 - 3. Use concealed fasteners.
 - 4. Locate stop a minimum of ¾ width of door from hinge side.
- B. Floor Stops: BHMA A156.16; polished cast brass, bronze, or aluminum base metal with US26D dull chrome finish. Cast half dome design with rubber bumper. Provide manufacturer's standard riser heights as required for carpeted areas in conjunction with the floor bumpers scheduled.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Rockwood 462 or comparable product by one of the following:
 - a. ABH 1803.
 - b. Burns.
 - c. Trimco.
 - 2. Locate stop a minimum of ¾ width of door from hinge side.
 - 3. Do not mount floor stops where they will impede traffic. Where floor or wall stops are not appropriate, provide overhead stops.

2.15 OVERHEAD STOPS AND HOLDERS

- A. Overhead Stops and Holders: BHMA A156.8. Provide surface-mounted type with shock absorber. Where possible, set stops to provide a minimum 105 degree door swing, otherwise 95 degree door swing shall be the minimum allowed. Provide 180 degree door swing where indicated on Door Hardware Groups.
 - 1. Basis-of-Design Manufacturer: Subject to compliance with requirements, provide products by ABH 9000 Series or comparable products by one of the following:
 - a. Sargent.
 - b. Rixson.

2.16 DOOR GASKETING

- A. Door Gasketing: BHMA A156.22, with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide National Guard Products, Inc. or comparable product by one of the following:
 - a. Reese.
 - b. Zero.
- B. General: Provide continuous weather-strip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated, required or scheduled. Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.
 - 1. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
 - 2. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
 - 3. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.
 - 4. Provide interlocking compressible gaskets at all hollow kerfed metal door frames.
- C. Maximum Air Leakage: When tested in accordance with ASTM E283/E283M with tested pressure differential of 0.3 inch wg (75 Pa), as follows:
 - 1. Gasketing on Single Doors: 0.3 cfm/sq. ft. (3 cu. m per minute/sq. m) of door opening.
 - 2. Gasketing on Double Doors: 0.50 cfm per ft. (0.000774 cu. m/s per m) of door opening.
- D. Fire-Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL 10B or NFPA 252.
- E. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated, based on testing according to ASTM E 1408.
- F. Gasketing Materials: Comply with ASTM D 2000 and AAMA 701/702.

2.17 THRESHOLDS

- A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.
 - 1. Basis-of-Design Manufacturer: Subject to compliance with requirements, provide products by National Guard Products or comparable products by one of the following:
 - a) Reese.
 - b) Zero.
- B. Material: Mill Aluminum.
- C. Type: Saddle threshold, and as required to meet Accessibility Requirements indicated in Part 1.
- D. Width: As required for width of door frame opening. Where thresholds occur at openings with one or more mullions, threshold shall be cut for the mullions and extended continuously for the entire opening.
- E. Depth: Match depth of door frame minimum, unless otherwise indicated. Provide 9" deep thresholds at exterior aluminum storefront doors and FRP doors where door frames are set back a minimum of 6 inches from face of brick. Threshold to cover wood blocking at sill of door frame.

2.18 METAL PROTECTIVE TRIM UNITS

- A. Metal Protective Trim Units: ANSI/BHMA A156.6; fabricated from ~~0.050-inch~~ (1.3-mm-) thick stainless steel; with manufacturer's standard machine or self-tapping screw fasteners. Manufacturers:
 - 1. Trimco
 - 2. Burns
 - 3. Baldwin

2.19 FABRICATION

- A. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and ANSI/BHMA A156.18.
- B. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended; however, aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware unless otherwise indicated.
 - 1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for

installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.

2. Fire-Rated Applications:

a. Wood or Machine Screws: For the following:

- 1) Hinges mortised to doors or frames.
- 2) Strike plates to frames.
- 3) Closers to doors and frames.

b. Steel Through Bolts: For the following unless door blocking is provided:

- 1) Surface hinges to doors.
- 2) Closers to doors and frames.
- 3) Surface-mounted exit devices.

3. Spacers or Sex Bolts: For through bolting of hollow-metal doors.

4. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

2.20 FINISHES

- A. Provide finishes complying with ANSI/BHMA A156.18 as indicated in door hardware schedule.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. Finish: US26D or US32D, typical for all hardware types unless noted otherwise

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance of the Work.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Steel Doors and Frames: For surface-applied door hardware, drill and tap doors and frames in accordance with ANSI/SDI A250.6.
- B. Wood Doors: Comply with door and hardware manufacturers' written instructions.

3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
 - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
 - 2. Wood Doors: DHI's "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
 - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
 - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every **30 inches (760 mm)** of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- D. Lock Cylinders: Install construction cores to secure building and areas during construction period.
 - 1. Replace construction cores with permanent cores as directed by Owner.
- E. Key Control System:
 - 1. Key Control Cabinet: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule.
 - 2. Key Lock Boxes: Install where indicated or approved by Architect to provide controlled access for fire and medical emergency personnel.
 - 3. Key Control System Software: Set up multiple-index system based on final keying schedule.
- F. Boxed Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings. Verify location with Architect.
 - 1. Configuration: Provide one power supply for each door opening with electrified door hardware.

- G. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 079200 "Joint Sealants."
- H. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.
- I. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
 - 1. Do not notch perimeter gasketing to install other surface-applied hardware.
- J. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.4 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 - 1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
 - 2. Spring Hinges: Adjust to achieve positive latching when door is allowed to close freely from an open position of 70 degrees and so that closing time complies with accessibility requirements of authorities having jurisdiction.
 - 3. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.
- B. Occupancy Adjustment: Approximately six months after date of Substantial Completion, Installer's Architectural Hardware Consultant is to examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors, door hardware, and electrified door hardware.

3.5 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

3.6 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.
- B. Maintenance Service: Beginning at Substantial Completion, maintenance service is to include six months' full maintenance by skilled employees of door hardware Installer. Include quarterly

preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door and door hardware operation. Parts and supplies are to be manufacturer's authorized replacement parts and supplies.

3.7 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain door hardware.

3.8 DOOR HARDWARE SCHEDULE

- A. Refer to "DOOR HARDWARE SETS" Section 087111

END OF SECTION 087100

Door Numbers	Function Description	Hardware	Group #
110.1, 111,113,125,124	Study rooms. Passage function.	3 Hinges 1 Passage Leverset (passage function) 1 Wall Stop 3 Door Silencers	I01
102,105,106,107,119.1,123	Office function. Door is to lock on the exterior side of the door with a key, and lock on the interior with a thumb	3 Hinges 1 Lockset (office function) 1 Wall Stop 3 Door Silencers 2 Coat Hooks	I02
127,126	(double storage doors) Storage Function. Doors to open full 180 degrees.	6 Hinges 1 Lockset (store room function) 1 Astragal 2 Wall Stop 2 Door Silencers 4 Kickplates	I03
101,110.2,115,121	(single storage, janitor, stair door)	3 Hinges 1 Lockset (store room function) 1 Wall Stop 2 Kickplate 3 Door Silencers	I04
120	Firewall storage door. Door to be locked by key on the exterior side with a passage set on the interior. Door to auto lock when closed.	3 Hinges 1 Lockset (storage function) 1 Wall Stop 3 Door Silencers 1 Closer 2 Kickplates	I05

122,108	Single Restroom and Breakroom Privacy Function.	3 Hinges 1 Privacy Lockset 1 Wall Stop 3 Door Silencers 1 Closer 1 Coat Hook	I06
119.2	Office Closet. Passage Function.	6 Hinges 1 Passage Leverset 1 Astragal 2 Wall Bumper 6 Door Silencers 4 Kickplates	I07
104	Staff main door. Electric strike for cardreader.	3 Hinges 1 Passage Leverset (passage function) 1 Wall Bumper 3 Door Silencers	I08
114,116	Group Toilets.	3 Hinges 1 Push/Pull 1 Wall Bumper 3 Door Silencers 1 Closer 2 Kickplates	I09
112	(Mechanical)	3 Hinges 1 Lockset (store room function) 1 Wall Bumper 2 Kickplate 3 Door Silencers	I10

SECTION 088000 - GLAZING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Glass products.
2. Glazing sealants.
3. Glazing tapes.
4. Miscellaneous glazing materials.

B. Related Requirements:

1. Section 084113 "Aluminum-Framed Entrances and Storefronts"
2. Section 085313 "Vinyl Windows" for glazing provided in windows.

1.2 DEFINITIONS

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters in accordance with ASTM C1036.
- C. IBC: International Building Code.
- D. Interspace: Space between lites of an insulating-glass unit.

1.3 COORDINATION

- A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances to achieve proper safety margins for glazing retention under each design load case, load case combination, and service condition.

1.4 ACTION SUBMITTALS

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

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Certificates: For glass.

- C. Product Test Reports: For fabricated glass, for tests performed by a qualified testing agency.
- D. Preconstruction adhesion and compatibility test report.
- E. Sample Warranties: For special warranties.

1.6 QUALITY ASSURANCE

- A. Fabricated-Glass Manufacturer Qualifications: A qualified manufacturer of fabricated glass units who is approved by primary glass manufacturer.
- B. Installer Qualifications: A qualified glazing contractor for this Project who is certified under the North American Contractor Certification Program (NACC) for Architectural Glass & Metal (AG&M) contractors.
- C. Glass Testing Agency Qualifications: A qualified independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.
- D. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021 to conduct the testing indicated.

1.7 PRECONSTRUCTION TESTING

- A. Preconstruction Adhesion and Compatibility Testing: Test each glass product, tape sealant, gasket, glazing accessory, and glass-framing member for adhesion to and compatibility with elastomeric glazing sealants.
 - 1. Testing is not required if data are submitted based on previous testing of current sealant products and glazing materials matching those submitted.
 - 2. Use ASTM C1087 to determine whether priming and other specific joint-preparation techniques are required to obtain rapid, optimum adhesion of glazing sealants to glass, tape sealants, gaskets, and glazing channel substrates.
 - 3. Test no fewer than eight Samples of each type of material, including joint substrates, shims, sealant backings, secondary seals, and miscellaneous materials.
 - 4. Schedule enough time for testing and analyzing results to prevent delaying the Work.
 - 5. For materials failing tests, submit sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials in accordance with manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- B. Comply with insulating-glass manufacturer's written instructions for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
 - 1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or are below 40 deg F (4.4 deg C).

1.10 WARRANTY

- A. Manufacturer's Special Warranty for Heat-Soaked Tempered Glass: Manufacturer agrees to replace heat-soaked tempered glass units that spontaneously break due to nickel sulfide (NiS) inclusions at a rate exceeding 0.3 percent (3/1000) within specified warranty period. Coverage for any other cause is excluded.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations for Glass: Obtain each type of glass from single source from single manufacturer.
- B. Source Limitations for Glazing Accessories: For each product and installation method, obtain from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.

2.3 GLASS PRODUCTS, GENERAL

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
 - 1. AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing," and AAMA TIR A7, "Sloped Glazing Guidelines."
 - 2. IGMA Publication for Sloped Glazing: IGMA TB-3001, "Guidelines for Sloped Glazing."
 - 3. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having

jurisdiction . Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

- C. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than thickness indicated.
- D. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.

2.4 GLASS PRODUCTS

- A. Clear Annealed Float Glass: ASTM C1036, Type I, Class 1 (clear), Quality-Q3.
- B. Fully Tempered Float Glass: ASTM C1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
 - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.

2.5 GLAZING SEALANTS

- A. General:
 - 1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
 - 2. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range of industry colors.
- B. Glazing Sealants for Fire-Rated Glazing Products: Neutral-curing silicone glazing sealant complying with ASTM C920, Type S, Grade NS, Class 50, Use NT. Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated.
- C. Neutral-Curing Silicone Glazing Sealant, Class 50: Complying with ASTM C920, Type S, Grade NS, Use NT.

2.6 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C1281 and AAMA 800 for products indicated below:
 - 1. AAMA 804.3 tape, where indicated.

2. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
 3. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.
- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
1. AAMA 810.1, Type 1, for glazing applications in which tape acts as primary sealant.
 2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.7 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, recommended in writing by manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Provide glazing gaskets, glazing sealants, glazing tapes, setting blocks, spacers, edge blocks, and other glazing accessories that are compatible with glazing products and each other and are approved by testing agencies that listed and labeled fire-resistant glazing products with which products are used for applications and fire-protection ratings indicated.
- C. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- D. Setting Blocks:
1. EPDM with Shore A durometer hardness of 85, plus or minus 5.
 2. Type recommended in writing by sealant or glass manufacturer.
- E. Spacers:
1. Neoprene blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
 2. Type recommended in writing by sealant or glass manufacturer.
- F. Edge Blocks:
1. EPDM with Shore A durometer hardness per manufacturer's written instructions.
 2. Type recommended in writing by sealant or glass manufacturer.
- G. Cylindrical Glazing Sealant Backing: ASTM C1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

2.8 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product

manufacturer and referenced glazing publications, to comply with system performance requirements.

1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
 - a. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.
- C. Grind smooth and polish exposed glass edges and corners.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
 2. Presence and functioning of weep systems.
 3. Minimum required face and edge clearances.
 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
- B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work.

3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.

- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.

3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until right before each glazing unit is installed.
- F. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.5 GASKET GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Install gaskets so they protrude past face of glazing stops.

3.6 CLEANING AND PROTECTION

- A. Immediately after installation, remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
 - 1. If, despite such protection, contaminating substances do contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.

- D. Wash glass on both exposed surfaces not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

3.7 MONOLITHIC GLASS SCHEDULE

- A. Clear Glass Type : Annealed or where required, Fully tempered, float glass.
 - 1. Minimum Thickness: 6 mm.
 - 2. Safety glazing required.

END OF SECTION 088000

SECTION 088700 - DECORATIVE GLASS FILMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes:
 - 1. Interior decorative window film (privacy film)
 - 2. Exterior window film (solar control film)

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
 - 2. Include installation recommendations for each type of substrate.
- B. Samples: For each of the following products and for each color, pattern and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
- C. Shop Drawings: Showing layout, dimensions and seam locations.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
 - 1. If requested by the Architect, provide written certification of the installer's experience in the installation of the specified product. Include a list of local installations completed within the last three years representing installations of similar size and product type.
- B. Product Test Reports: For glass film, for tests performed by a qualified testing agency.
- C. Sample Warranty: For special warranty specified in this Section.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For decorative glass films to include in maintenance manuals, including precautions against harmful cleaning materials and methods.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Installation shall be performed by a trained and qualified installer, specialized and experienced in work required for this project.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Store products in fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other harmful conditions as recommended by manufacturer. Store products with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).
- C. Handle products in accordance with manufacturer's instructions.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not install until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- B. Maintain ambient temperatures within range recommended by manufacturer, but not less than 60 deg F (16 deg C) or more than 95 deg F (35 deg C), in spaces to decorative glass film during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- C. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).

1.9 WARRANTY

- A. General Warranty: Special warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Manufacturer's Product Warranty for Decorative Film: Written warranty, signed by decorative glass film manufacturer agreeing to replace film material that does not comply with requirements or that fails within specified warranty period. Warranty does not include deterioration or failure of film due to failure of substrate, vandalism, or abuse.
 - 1. Warranty Period: 5 years from date of Substantial Completion.

- C. Installers Warranty: Installer to warranty installation for a period of two years against defects in installation materials and workmanship, including, but not limited to, seam failure and failure of adhesion.

PART 2 - PRODUCTS

2.1 GLASS FILM, GENERAL

- A. General: Provide rolls of each type of glass film from same print run or dye lot.

2.2 GLASS FILM, INTERIOR GLAZING

- A. Basis-of-Design Product: Subject to compliance with requirements, provide 3M Company; FASARA, or comparable product by, but not limited to, one of the following:
 - 1. Solyx.
 - 2. Llumiar.
- B. Film Material and Thickness: Polyester; minimum 3 mils.
- C. Roll width: 50 inch (1270 mm).
 - 1. Design intent is to use the full roll width as the height of the installed application.
- D. Adhesive: Acrylic, pressure-sensitive, permanent.
- E. Liner: Silicone-coated polyester.
- F. Optical Performance: In accordance with ASTM E903.
 - 1. Visible Light Transmittance: 21 percent maximum.
 - 2. Visible Light Reflectance: 43 percent minimum.
- G. Fire Performance: Surface burning characteristics when tested in accordance with ASTM E84: Class A.
 - 1. Flame Spread: 25 maximum.
 - 2. Smoke Developed: 450 maximum.
- H. Colors, Textures, and Patterns: As selected by Architect from manufacturer's full line of available options.

2.3 GLASS FILM, EXTERIOR GLAZING

- A. Basis-of-Design Product: Subject to compliance with requirements, provide 3M Company; All Season Window Film, or comparable product by, but not limited to, one of the following:
 - 1. Concord Window Film
 - 2. Llumiar.
- B. Film Material and Thickness: Polyester; minimum 3 mils.

- C. Roll width: 50 inches
 - 1. Design intent is to use the full roll width as the height of the installed application.
- D. Adhesive: Acrylic, pressure-sensitive, permanent.
- E. Liner: Silicone-coated polyester.
- F. Optical Performance: In accordance with ASTM E903.
 - 1. Visible Light Transmittance: 66 percent maximum.
 - 2. Visible Light Reflectance: 14 percent minimum.
- G. Fire Performance: Surface burning characteristics when tested in accordance with ASTM E84: Class A.
 - 1. Flame Spread: 25 maximum.
 - 2. Smoke Developed: 450 maximum.
- H. Colors, Textures, and Patterns: To be selected by Owner and Architect from manufacturer's full range.

2.4 ACCESSORIES

- A. Adhesive: Mildew-resistant, non-staining, adhesive, for use with specific film and substrate application; as recommended in writing by film manufacturer.
- B. Primer/Sealer: Mildew resistant, complying with requirements in Division 09 Section "Interior Painting" and recommended in writing by film manufacturer for intended substrate.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility with film.
- C. Proceed with film application only after unsatisfactory conditions have been corrected.
 - 1. Application of film indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions for surface preparation.
- B. Clean substrates of substances that could impair bond of film, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
- C. Acclimatize film materials by removing them from packaging in the installation areas not less than 24 hours before installation.

3.3 INSTALLATION

- A. General: Comply with film manufacturers' written installation instructions applicable to products and applications indicated except where more stringent requirements apply.
- B. Install film with no gaps or overlaps, no lifted or curling edges, and no visible shrinkage.
- C. Install seams vertical and plumb at least 6 inches (150 mm) from outside corners and 6 inches (150 mm) from inside corners unless a change of pattern or color exists at corner. No horizontal seams are permitted.
- D. Fully bond film to substrate. Remove air bubbles, wrinkles, blisters, and other defects.
- E. Trim edges and seams for color uniformity, pattern match, and tight closure. Butt seams without any overlay or spacing between strips.

3.4 CLEANING AND PROTECTION

- A. Remove excess adhesive at finished seams, perimeter edges, and adjacent surfaces.
- B. Use cleaning methods recommended in writing by film manufacturer.
- C. Replace strips that cannot be cleaned.

END OF SECTION 088700

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SECTION 089119 - FIXED LOUVERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Fixed extruded-aluminum louvers.

1.2 DEFINITIONS

- A. Louver Terminology: Definitions of terms for metal louvers contained in AMCA 501 apply to this Section unless otherwise defined in this Section or in referenced standards.
- B. Horizontal Louver: Louver with horizontal blades (i.e., the axis of the blades are horizontal).
- C. Vertical Louver: Louver with vertical blades (i.e., the axis of the blades are vertical).
- D. Drainable-Blade Louver: Louver with blades having gutters that collect water and drain it to channels in jambs and mullions, which carry it to bottom of unit and away from opening.
- E. Wind-Driven-Rain-Resistant Louver: Louver that provides specified wind-driven-rain performance, as determined by testing in accordance with AMCA 500-L.
- F. Windborne-Debris-Impact-Resistant Louver: Louver that provides specified windborne-debris-impact resistance, as determined by testing in accordance with AMCA 540.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. For louvers specified to bear AMCA seal, include printed catalog pages showing specified models with appropriate AMCA Certified Ratings Seals.
- B. Shop Drawings: For louvers and accessories. Include plans, elevations, sections, details, and attachments to other work. Show frame profiles and blade profiles, angles, and spacing.
 - 1. Show weep paths, gaskets, flashings, sealants, and other means of preventing water intrusion.
 - 2. Show mullion profiles and locations.
- C. Samples: For each type of metal finish required.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: Based on evaluation of comprehensive tests performed in accordance with AMCA 500-L by a qualified testing agency or by manufacturer and witnessed by a qualified testing agency, for each type of louver and showing compliance with performance requirements specified.
- B. Sample Warranties: For manufacturer's special warranties.

1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel in accordance with the following:
 - 1. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
 - 2. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."
 - 3. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."

1.6 FIELD CONDITIONS

- A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.7 WARRANTY

- A. Special Finish Warranty, Factory-Applied Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of baked enamel, powder coat, or organic finishes within specified warranty period.
 - 1. Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Warranty Period: 10 years from date of Substantial Completion.

1.8 MANUFACTURERS

- A. Source Limitations: Obtain fixed louvers from single source from a single manufacturer where indicated to be of same type, design, or factory-applied color finish.

1.9 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Louvers withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated without permanent deformation of louver components, noise or metal fatigue caused by louver-blade rattle or flutter, or permanent

damage to fasteners and anchors. Wind pressures are considered to act normal to the face of the building.

1. Wind Loads:
 - a. Determine loads based on pressures as indicated on Drawings.
- B. Louver Performance Ratings: Provide louvers complying with requirements specified, as demonstrated by testing manufacturer's stock units identical to those provided, except for length and width in accordance with AMCA 500-L.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- D. SMACNA Standard: Comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" for fabrication, construction details, and installation procedures.

1.10 FIXED EXTRUDED-ALUMINUM LOUVERS

- A. Horizontal Drainable-Blade Louver, Extruded Aluminum. Manufacturers:
 - a. [Construction Specialties, Inc.](#)
 - b. [Greenheck Corp.](#)
 - c. [Industrial Louvers.](#)
 - d. [Ruskin Company.](#)
2. Louver Depth: 4 inches (100 mm).
3. Frame and Blade Nominal Thickness: Not less than 0.080 inch (2.03 mm).
4. Mullion Type: Exposed.
5. Louver Performance Ratings:
 - a. Free Area: Not less than 0.78 sq ft for 16-inch wide by 14-inch high louver.
 - b. Point of Beginning Water Penetration: Not less than 0.01 oz/sq ft.
 - c. Air Performance:
 - 1) Not more than 0.05 static pressure drop at 500 fpm free-area intake or velocity.
6. AMCA Seal: Mark units with AMCA Certified Ratings Seal.

1.11 LOUVER SCREENS

- A. General: Provide screen at each exterior louver.
 1. Screen Location for Fixed Louvers: Interior face.
 2. Screening Type: Bird screening.
- B. Secure screen frames to louver frames with machine screws with heads finished to match louver, spaced a maximum of 6 inches (150 mm) from each corner and at 12 inches (300 mm) o.c.

- C. Louver Screen Frames: Fabricate with mitered corners to louver sizes indicated.
 - 1. Metal: Same type and form of metal as indicated for louver to which screens are attached.
 - 2. Finish: Same finish as louver frames to which louver screens are attached.
 - 3. Type: Rewirable frames with a driven spline or insert.
- D. Louver Screening for Aluminum Louvers:
 - 1. Bird Screening, Aluminum: ~~1/2-inch-~~ (13-mm-) square mesh, ~~0.063-inch~~ (1.60-mm) wire.

1.12 MATERIALS

- A. Aluminum Extrusions: ~~ASTM B221~~ (~~ASTM B221M~~), Alloy 6063-T5, T-52, or T6.
- B. Aluminum Sheet: ~~ASTM B209~~ (~~ASTM B209M~~), Alloy 3003 or 5005, with temper as required for forming, or as otherwise recommended by metal producer for required finish.
- C. Fasteners: Use types and sizes to suit unit installation conditions.
 - 1. Use hex-head or Phillips pan-head screws for exposed fasteners unless otherwise indicated.
 - 2. For fastening aluminum, use aluminum or 300 series stainless steel fasteners.
 - 3. For color-finished louvers, use fasteners with heads that match color of louvers.
- D. Postinstalled Fasteners for Concrete and Masonry: Torque-controlled expansion anchors, fabricated from stainless steel components, with allowable load or strength design capacities calculated in accordance with ICC-ES AC193 and ACI 318 greater than or equal to the design load, as determined by testing in accordance with ASTM E488/E488M conducted by a qualified testing agency.
- E. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.

1.13 FABRICATION

- A. Factory assemble louvers to minimize field splicing and assembly. Disassemble units as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
- B. Maintain equal louver blade spacing to produce uniform appearance.
- C. Fabricate frames, including integral sills, to fit in openings of sizes indicated, with allowances made for fabrication and installation tolerances, adjoining material tolerances, and perimeter sealant joints.
 - 1. Frame Type: Channel unless otherwise indicated.
- D. Include supports, anchorages, and accessories required for complete assembly.
- E. Provide vertical mullions of type and at spacings indicated, but not more than is recommended by manufacturer, or ~~72 inches~~ (1830 mm) o.c., whichever is less.

1. Semirecessed Mullions: Where indicated, provide mullions partly recessed behind louver blades, so louver blades appear continuous. Where length of louver exceeds fabrication and handling limitations, fabricate with interlocking split mullions and close-fitting blade splices designed to permit expansion and contraction.
 2. Exterior Corners: Prefabricated corner units with mitered and welded blades and with semirecessed mullions at corners.
- F. Join frame members to each other and to fixed louver blades with fillet welds , threaded fasteners, or both, as standard with louver manufacturer unless otherwise indicated or size of louver assembly makes bolted connections between frame members necessary.

1.14 ALUMINUM FINISHES

- A. Finish louvers after assembly.
- B. High-Performance Organic Finish, Two-Coat PVDF: Fluoropolymer finish complying with AAMA 2605 and containing not less than [50] [70] percent PVDF resin by weight in color coat.
 1. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 2. Color and Gloss: As selected by Architect from manufacturer's full range.

PART 2 - EXECUTION

2.1 EXAMINATION

- A. Examine substrates and openings, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

2.2 PREPARATION

- A. Coordinate setting drawings, diagrams, templates, instructions, and directions for installation of anchorages that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to Project site.

2.3 INSTALLATION

- A. Locate and place louvers level, plumb, and at indicated alignment with adjacent work.
- B. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weathertight connection.
- C. Form closely fitted joints with exposed connections accurately located and secured.

- D. Provide perimeter reveals and openings of uniform width for sealants and joint fillers, as indicated.
- E. Protect unpainted galvanized- and nonferrous-metal surfaces that are in contact with concrete, masonry, or dissimilar metals from corrosion and galvanic action by applying a heavy coating of bituminous paint or by separating surfaces with waterproof gaskets or nonmetallic flashing.
- F. Install concealed gaskets, flashings, joint fillers, and insulation as louver installation progresses, where weathertight louver joints are required. Comply with Section 079200 "Joint Sealants" for sealants applied during louver installation.

2.4 ADJUSTING AND CLEANING

- A. Clean exposed louver surfaces that are not protected by temporary covering, to remove fingerprints and soil during construction period. Do not let soil accumulate during construction period.
- B. Before final inspection, clean exposed surfaces with water and a mild soap or detergent not harmful to finishes. Thoroughly rinse surfaces and dry.
- C. Restore louvers damaged during installation and construction, so no evidence remains of corrective work. If results of restoration are unsuccessful, as determined by Architect, remove damaged units and replace with new units.
 - 1. Touch up minor abrasions in finishes with air-dried coating that matches color and gloss of, and is compatible with, factory-applied finish coating.

END OF SECTION 089119

SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Framing systems.
2. Suspension systems.
3. Grid suspension systems.

B. Related Requirements:

1. Section 054000 "Cold-Formed Metal Framing" for exterior and interior load-bearing and exterior non-load-bearing wall studs; floor joists; and roof rafters and ceiling joists.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Framing systems.
2. Suspension systems.
3. Grid suspension systems.

1.3 QUALITY ASSURANCE

- A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association or the Steel Framing Industry Association.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Notify manufacturer of damaged materials received prior to installation.
- B. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling as required by AISI S202, "Code of Standard Practice for Cold-Formed Steel Structural Framing."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, in accordance with ASTM E119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated on Drawings, in accordance with ASTM E90 and classified in accordance with ASTM E413 by an independent testing agency.
- C. Horizontal Deflection: For non-composite wall assemblies, limited to 1/360 of the wall height based on horizontal loading of 5 lbf/sq. ft. (239 Pa).
- D. Design framing systems in accordance with AISI S220, "North American Specification for the Design of Cold-Formed Steel Framing - Nonstructural Members," unless otherwise indicated.
- E. Design Loads: As indicated on architectural Drawings or 5 lbf/sq. ft. (239 Pa) minimum as required by the IBC.

2.2 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C645 for conditions indicated.
 - 1. Steel Sheet Components: Comply with ASTM C645 requirements for metal unless otherwise indicated
 - 2. Protective Coating: Comply with ASTM C645; ASTM A653/A653M, G40 (Z120); or coating with equivalent corrosion resistance. Galvannealed products are unacceptable.
 - a. Coating demonstrates equivalent corrosion resistance with an evaluation report acceptable to authorities having jurisdiction.
- B. Studs and Track: ASTM C645. Manufacturers:
 - 1. CEMCO; California Expanded Metal Products Co.
 - 2. ClarkDietrich.
 - 3. Custom Stud.
 - 4. MarinoWARE.
 - 5. Minimum Base-Steel Thickness: 0.0296 inch (0.752 mm).
 - 6. Depth: As indicated on Drawings.
- C. Slip-Type Head Joints: Where indicated, provide one of the following:
 - 1. Double-Track System: Top outer tracks, inside track with 2-inch- (51-mm-) deep flanges in thickness not less than indicated for studs and fastened to studs, and outer track sized to friction-fit over inner track.
 - 2. Deflection Track: Steel sheet top track manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.

- D. Firestop Tracks: Top track manufactured to allow partition heads to expand and contract with movement of structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.
 - 1. Same manufacturers as interior metal studs $\geq$
- E. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
 - 1. Same manufacturers as interior metal studs
 - 2. Minimum Base-Steel Thickness: 0.0179 inch (0.455 mm).
- F. Hat-Shaped, Rigid Furring Channels:
 - 1. Same manufacturers as interior metal studs\
 - 2. Minimum Base-Steel Thickness: 0.0296 inch (0.752 mm).
 - 3. Depth: As indicated on Drawings.

2.3 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.062-inch- (1.59-mm-) diameter wire, or double strand of 0.048-inch- (1.21-mm-) diameter wire.
- B. Hanger Attachments to Concrete:
 - 1. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 as appropriate for the substrate.
 - a. Uses: Securing hangers to structure.
 - b. Type: Torque-controlled, expansion anchor.
 - c. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B633 or ASTM F1941 (ASTM F1941M), Class Fe/Zn 5, unless otherwise indicated.
 - d. Material for Exterior or Interior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 (A1) stainless steel bolts, ASTM F593 (ASTM F738M), and nuts, ASTM F594 (ASTM F836M).
 - 2. Power-Actuated Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- C. Wire Hangers: ASTM A641/A641M, Class 1 zinc coating, soft temper, 0.16 inch (4.12 mm) in diameter.
- D. Flat Hangers: Steel sheet, 1 by 3/16 inch (25 by 5 mm) by length indicated.
- E. Carrying Channels (Main Runners): Cold-rolled, commercial-steel sheet with a base-steel thickness of 0.0538 inch (1.367 mm) and minimum 1/2-inch- (13-mm-) wide flanges.
 - 1. Depth: As indicated on Drawings.

F. Furring Channels (Furring Members):

1. Cold-Rolled Channels: 0.0538-inch (1.367-mm) uncoated-steel thickness, with minimum 1/2-inch- (13-mm-) wide flanges, 3/4 inch (19 mm) deep.
2. Steel Studs and Tracks:
 - a. Minimum Base-Steel Thickness: 0.0269 inch (0.683 mm).
 - b. Depth: As indicated on Drawings.
3. Hat-Shaped, Rigid Furring Channels: 7/8 inch (22 mm) deep.
 - a. Minimum Base-Steel Thickness: 0.0296 inch (0.752 mm).
4. Resilient Furring Channels: 1/2-inch- (13-mm-) deep members designed to reduce sound transmission.
 - a. Configuration: hat shaped.

2.4 GRID SUSPENSION SYSTEMS

- A. Grid Suspension Systems for Gypsum Board Ceilings: ASTM C645, direct-hung system composed of main beams and cross-furring members that interlock.

2.5 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Isolation Strip at Exterior Walls: Provide one of the following:
1. Asphalt-Saturated Organic Felt: ASTM D226/D226M, Type I (No. 15 asphalt felt), nonperforated.
 2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch (3.2 mm) thick, in width to suit steel stud size.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
 - 1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C754.
 - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C840 that apply to framing installation.
- B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
- C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- D. Install bracing at terminations in assemblies.
- E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLATION OF FRAMING SYSTEMS

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
 - 1. Single-Layer Application: 16 inches (406 mm) o.c. unless otherwise indicated.
 - 2. Multilayer Application: 16 inches (406 mm) o.c. unless otherwise indicated.
 - 3. Tile Backing Panels: 16 inches (406 mm) o.c. unless otherwise indicated.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.
 - 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
 - 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install track section (for cripple studs) at head and secure to jamb studs.

- a. Install two studs at each jamb unless otherwise indicated.
 - b. Install cripple studs at head adjacent to each jamb stud, with a minimum **1/2-inch (13-mm)** clearance from jamb stud to allow for installation of control joint in finished assembly.
 - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
 - a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.
5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
- E. Direct Furring:
 1. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced **24 inches (610 mm)** o.c.
- F. Installation Tolerance: Install each framing member so fastening surfaces vary not more than **1/8 inch (3 mm)** from the plane formed by faces of adjacent framing.

3.5 INSTALLATION OF SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
 1. Hangers: **48 inches (1219 mm)** o.c.
 2. Carrying Channels (Main Runners): **48 inches (1219 mm)** o.c.
 3. Furring Channels (Furring Members): **16 inches (406 mm)** o.c.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
 - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.

- a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
- 3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
- 4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
- 5. Do not attach hangers to steel roof deck.
- 6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
- 7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
- 8. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.
- E. Seismic Bracing: Sway-brace suspension systems with hangers used for support.

3.6 INSTALLATION OF GRID SUSPENSION SYSTEMS

- A. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.

3.7 FIELD QUALITY CONTROL

- A. Installation Tolerances: Install suspension systems that are level to within **1/8 inch in 12 feet (3 mm in 3.6 m)** measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

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SECTION 092900 - GYPSUM BOARD

1.1 SUMMARY

A. Section Includes:

1. Interior gypsum board.
2. Cementitious tile backing panels
3. Acoustical joint sealants

B. Related Requirements:

1. Section 092216 "Non-Structural Metal Framing" for non-structural steel framing and suspension systems that support gypsum board panels.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Gypsum wallboard
2. Abuse Resistant gypsum board
3. Gypsum ceiling board.
4. Mold-resistant gypsum board.
5. Cementitious backer units.
6. Joint treatment materials.
7. Sound-attenuation blankets.
8. Acoustical sealant.
9. Interior trim

B. Shop Drawings: Show locations and installation of control and expansion joints, including plans, elevations, sections, details of components, and attachments to other work.

1.3 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

B. Acoustical sealants: Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained between 40 and 95 deg F (4 and 35 deg C).

1.4 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.

B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.

- C. Do not install panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.
- D. Acoustical sealants: Apply coatings only when temperature of surfaces to be coated and ambient air temperatures are between 35 and 100 deg F (2 and 38 deg C).

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain each type of gypsum panel and joint finishing material from single source with resources to provide products of consistent quality in appearance and physical properties.

2.2 PERFORMANCE REQUIREMENTS

- A. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated in accordance with ASTM E90 and classified in accordance with ASTM E413 by an independent testing agency.

2.3 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.4 INTERIOR GYPSUM BOARD

- A. Gypsum Wallboard: ASTM C1396/C1396M.
 - a. [American Gypsum Company.](#)
 - b. [CertainTeed Gypsum, Inc.](#)
 - c. [Georgia-Pacific Gypsum LLC.](#)
 - d. [National Gypsum Co.](#)
 - e. [United States Gypsum Company \(USG\).](#)
- 2. Thickness: 5/8 inch (15.9 mm).
- 3. Long Edges: Tapered.
- B. Gypsum Ceiling Board: ASTM C1396/C1396M.
 - a. [American Gypsum Company.](#)
 - b. [CertainTeed Gypsum, Inc.](#)
 - c. [Georgia-Pacific Gypsum LLC.](#)
 - d. [National Gypsum Co.](#)
 - e. [United States Gypsum Company \(USG\).](#)
- 2. Thickness: 1/2 inch (12.7 mm).
- 3. Long Edges: Tapered.

- C. Abuse-Resistant Gypsum Board: ASTM C1396/C1396M gypsum board, tested in accordance with ASTM C1629/C1629M.

1. Same manufacturers as Gypsum wallboard
2. Core: **5/8 inch (15.9 mm)**
3. Surface Abrasion: ASTM C1629/C1629M, meets or exceeds **Level 2** requirements.
4. Indentation: ASTM C1629/C1629M, meets or exceeds **Level 2** requirements.
5. Soft-Body Impact: ASTM C1629/C1629M, meets or exceeds **Level 2** requirements.
6. Long Edges: Tapered.
7. Mold Resistance: ASTM D3273, score of 10 as rated in accordance with ASTM D3274.

- D. Mold-Resistant Gypsum Board: ASTM C1396/C1396M. With moisture- and mold-resistant core and paper surfaces.

1. Same manufacturers as Gypsum wallboard
2. Core: **5/8 inch (15.9 mm)**, Type X.
3. Long Edges: Tapered.
4. Mold Resistance: ASTM D3273, score of 10 as rated in accordance with ASTM D3274.

2.5 TILE BACKING PANELS

- A. Cementitious Backer Units: ANSI A118.9 and ASTM C1288 or ASTM C1325, with manufacturer's standard edges.

1. Durock
2. James Hardie
3. United States Gypsum (USG)
4. Thickness: **5/8 inch (15.9 mm)**.
5. Mold Resistance: ASTM D3273, score of 10 as rated in accordance with ASTM D3274.

2.6 TRIM ACCESSORIES

- A. Interior Trim: ASTM C1047.

1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.

2.7 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C475/C475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.
2. Tile Backing Panels: As recommended by panel manufacturer.

C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
3. Fill Coat: For second coat, use setting-type, sandable topping compound.
4. Finish Coat: For third coat, use setting-type, sandable topping compound.
5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound.

D. Joint Compound for Tile Backing Panels:

1. Cementitious Backer Units: As recommended by backer unit manufacturer.
2. Water-Resistant Gypsum Backing Board: Use setting-type taping compound and setting-type, sandable topping compound.

2.8 ACOUSTICAL JOINT SEALANTS

A. Acoustical joint-sealant products that effectively reduce airborne sound transmission through perimeter joints and openings in building construction, as demonstrated by testing representative assemblies in accordance with ASTM E90.

B. Acoustical Sealant for Exposed and Concealed Joints: Manufacturer's standard nonsag, paintable, nonstaining latex acoustical sealant complying with ASTM C834.

1. Accumetric LLC.
2. Pecora Corporation.
3. Tremco Incorporated.
4. USG Corporation.
5. Colors of Exposed Acoustical Joint Sealants: As selected by Architect from manufacturer's full range of colors.

2.9 AUXILIARY MATERIALS

A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.

B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.

1. Use screws complying with ASTM C954 for fastening panels to steel members from **0.033 to 0.112 inch** (0.84 to 2.84 mm) thick.

2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- C. Sound-Attenuation Blankets: ASTM C665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
 2. Blanket to match nominal stud depth
- D. Thermal Insulation: As specified in Section 072100 "Thermal Insulation."
- E. Acoustical sealant primer: Material recommended by acoustical joint-sealant manufacturer where required for adhesion of sealant to joint substrates.
- F. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- G. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.
- D. Examine joints indicated to receive acoustical joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

3.2 INSTALLATION AND FINISHING OF PANELS, GENERAL

- A. Comply with ASTM C840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.

- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than **1/16 inch (1.5 mm)** of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than **8 sq. ft. (0.7 sq. m)** in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow **1/4- to 3/8-inch- (6.4- to 9.5-mm-)** wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide **1/4- to 1/2-inch- (6.4- to 12.7-mm-)** wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- I. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.
- J. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C919 and with manufacturer's written instructions for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.
- K. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 INSTALLATION OF INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Wallboard Type: Vertical surfaces unless otherwise indicated.
 - 2. Ceiling Type: Ceiling surfaces.
 - 3. Abuse-Resistant Type: All corridors.

4. Mold-Resistant Type: within 4 feet of any plumbing fixture, except where tile backer applies.

B. Single-Layer Application:

1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
2. On partitions/walls, apply gypsum panels vertically (parallel to framing) or horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
3. On Z-shaped furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

C. Multilayer Application:

1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints one framing member, 16 inches (400 mm) minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
3. On Z-shaped furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
4. Fastening Methods: Fasten base layers with screws; fasten face layers with adhesive and supplementary fasteners.

3.4 INSTALLATION OF TILE BACKING PANELS

- A. Cementitious Backer Units: ANSI A108.11, at locations indicated to receive tile.
- B. Where tile backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces.

3.5 INSTALLATION OF TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints in accordance with ASTM C840 and in specific locations approved by Architect for visual effect or crack control.
- C. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners.
 - 2. Bullnose Bead: Use where indicated on Drawings.
 - 3. LC-Bead: Use at exposed panel edges without return surface.
 - 4. L-Bead: Use where indicated on Drawings.
 - 5. Curved-Edge Cornerbead: Use at curved openings.

3.6 SEALANT PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing acoustical joint sealants to comply with joint-sealant manufacturer's written instructions.
- B. Joint Priming: Prime joint substrates where recommended by acoustical joint-sealant manufacturer. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.7 INSTALLATION OF ACOUSTICAL JOINT SEALANTS

- A. Comply with acoustical joint-sealant manufacturer's written installation instructions unless more stringent requirements apply.
- B. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical joint sealant. Install acoustical joint sealants at both faces of partitions, at perimeters, and through penetrations. Comply with ASTM C919, ASTM C1193, and manufacturer's written instructions for closing off sound-flanking paths around or through assemblies, including sealing partitions to underside of floor slabs above acoustical ceilings.
- C. Acoustical Ceiling Areas: Apply acoustical joint sealant at perimeter edge moldings of acoustical ceiling areas in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.

3.8 CLEANING AND PROTECTION OF SEALANTS

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of acoustical joint sealants and of products in which joints occur.
- B. Protect acoustical joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated acoustical joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.9 FINISHING OF GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and in accordance with ASTM C840:
 - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 - 2. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
- E. Cementitious Backer Units: Finish according to manufacturer's written instructions.

3.10 APPLICATION OF TEXTURE FINISHES

- A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.
- B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture free of starved spots or other evidence of thin application or of application patterns.
- C. Prevent texture finishes from coming into contact with surfaces not indicated to receive texture finish by covering them with masking agents, polyethylene film, or other means. If, despite these precautions, texture finishes contact these surfaces, immediately remove droppings and overspray to prevent damage according to texture-finish manufacturer's written instructions.

3.11 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

SECTION 093013 - TILING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Porcelain tile.
 - 2. Ceramic mosaic tile.
 - 3. Tile systems
 - 4. Metal edge trim.
 - 5. Thresholds.
 - 6. Waterproof membranes.
 - 7. Crack isolation membranes.
 - 8. Setting material.
 - 9. Grout materials.
- B. Related Requirements:
 - 1. Section 079200 "Joint Sealants" for sealing of movement joints in tile surfaces.
 - 2. Section 092900 "Gypsum Board" for tile backing panels.

1.2 DEFINITIONS

- A. General: Definitions in ANSI A108 series of tile installation standards and in ANSI A137.1 apply to Work of this Section unless otherwise specified.
- B. Face Size: Actual tile size, excluding spacer lugs.
- C. Large Format Tile: Tile with at least one edge 15 inches (381 mm) or longer.
- D. Module Size: Actual tile size plus joint width indicated.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review requirements in ANSI A108.01 for substrates and for preparation by other trades.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show locations, plans, and elevations, of each type of tile and tile pattern. Show widths, details, and locations of movement joints in tile substrates and finished tile surfaces. Show thresholds.

- C. Samples for Initial Selection: For tile, grout, and accessories involving color selection or shade variation.
- D. Samples for Verification:
 - 1. Full-size units of each type and composition of tile and for each color and finish required.
 - 2. Full-size units of each type of trim and accessory for each color and finish required.
 - 3. Stone thresholds in 6-inch (152-mm) lengths.
 - 4. Metal flooring transitions 6-inch (152-mm) lengths.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Master Grade Certificates: For each shipment, type, and composition of tile, signed by tile manufacturer and Installer.
- C. Product Certificates: For each type of product, including product use classification.
- D. Product Test Reports:
 - 1. Tile-setting and -grouting products.
 - 2. Certified porcelain tile.
 - 3. Slip-resistance test reports from qualified independent testing agency.
- E. Field Quality-Control Reports: Water test reports of membrane in wet areas.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Extra Stock Material: Furnish extra materials, from the same production run, to Owner that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed for each type, composition, color, pattern, and size indicated.
 - 2. Grout: Furnish quantity of grout equal to 3 percent of amount installed for each type, composition, and color indicated.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. Installer is a Five-Star member of the National Tile Contractors Association.
 - 2. Installer's supervisor for Project holds the International Masonry Institute's Supervisor Certification.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirements in ANSI A137.1 for labeling tile packages.
- B. Store tile and cementitious materials on elevated platforms, under cover, and in a dry location.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination can be avoided.
- D. Store liquid materials in unopened containers and protected from freezing.

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.

1.10 WARRANTY

- A. System Warranty: Manufacturer's non-prorated comprehensive warranty that agrees to repair and replace defective installation areas, material, and labor that fail under normal usage within specified warranty period.
 - 1. Warranty Period: 10 years from date of Product Purchase.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Tile: Obtain tile of each type and color or finish from single source or producer.
 - 1. Obtain tile of each type and color or finish from same production run and of consistent quality in appearance and physical properties for each contiguous area.
- B. Tiling System: Obtain system products from single manufacturer and each aggregate from single source or producer.
 - 1. Obtain setting and grouting materials, except for unmodified portland cement and aggregate, from single manufacturer.
 - 2. Obtain underlayment from manufacturer of setting and grouting materials.
 - 3. Obtain waterproof membrane, crack isolation, and other required membranes from manufacturer of setting and grouting materials.
 - 4. Obtain joint sealants from manufacturer of setting and grouting materials.
- C. Accessory Products: Obtain each of the following products specified in this Section from a single manufacturer:

1. Stone thresholds.
2. Backer units.

2.2 PRODUCTS, GENERAL

- A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.
 1. Provide tile complying with Standard Grade requirements unless otherwise indicated.
- B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI A108.02, ANSI standards referenced in other Part 2 articles, ANSI standards referenced by TCNA installation methods specified in tile installation schedules, and other requirements specified.
- C. Factory Blending: For tile exhibiting color variations within ranges, blend tile in factory and package so tile units taken from one package show same range in colors as those taken from other packages and match approved Samples.
- D. Mounting: For factory-mounted tile, provide back- or edge-mounted tile assemblies as standard with manufacturer unless otherwise indicated.

2.3 TILE PRODUCTS

- A. As indicated in Drawings

2.4 PORCELAIN TILE

- A. Porcelain Tile
 1. Acceptable Manufacturer's include, but are not limited to, the following:
 - a. Daltile
 - b. Crossville Tile
 - c. Tilebar
 2. Certification: Tile certified by the Porcelain Tile Certification Agency.
 3. Face Size: as indicated in Drawings Face Size Variation: Rectified.
 4. Thickness: 3/8 inch (9.5 mm).
 5. Product Use Classification: Interior, Wet (IW).
 6. Tile Color, Glaze, and Pattern: As selected by Architect from manufacturer's full range.
 7. Grout Color: As selected by Architect from manufacturer's full range.
 8. Precoat with temporary protective coating.

2.5 CERAMIC MOSAIC TILE

- A. Ceramic Mosaic Tile

1. Acceptable Manufacturers include, but are not limited to, the following:
 - a. Daltile
 - b. Crossville Tile
 - c. Tilebar
2. Certification: Porcelain tile certified by the Porcelain Tile Certification Agency.
3. Module Size: as indicated in Drawings
4. Thickness: 1/4 inch (6.4 mm).
5. Face: Plain with cushion edges.
6. Surface: Smooth, without abrasive admixture.
7. Product Use Classification: Interior, Wet (IW).
8. Tile Color and Pattern: As selected by Architect from manufacturer's full range.
9. Grout Color: As selected by Architect from manufacturer's full range.

2.6 THRESHOLDS

- A. General: Fabricate to sizes and profiles indicated or required to provide transition between adjacent floor finishes.
 1. Bevel edges at 1:2 slope, with lower edge of bevel aligned with or up to 1/16 inch (1.5 mm) above adjacent floor surface. Finish bevel to match top surface of threshold. Limit height of threshold to 1/2 inch (12.7 mm) or less above adjacent floor surface.
- B. Marble Thresholds: ASTM C503/C503M, with a minimum abrasion resistance of 10 in accordance with ASTM C1353/C1353M or ASTM C241/C241M and with honed finish.
 1. Description:
 - a. Uniform, fine- to medium-grained white stone with gray veining.
 - b. Match Architect's sample.

2.7 WATERPROOF MEMBRANES

- A. General: Manufacturer's standard product, selected from the following, that complies with ANSI A118.10 and is recommended by manufacturer for application indicated. Include reinforcement and accessories recommended by manufacturer.
- B. Waterproof Membrane, Fluid Applied: Liquid-latex rubber or elastomeric polymer with continuous fabric reinforcement.
 1. Manufacturers:
 - a. RegGard
 - b. USG Corporation
 - c. Mapei
 - d. Laticrete

2.8 CRACK ISOLATION MEMBRANES

- A. General: Manufacturer's standard product that complies with ANSI A118.12 for high performance and is recommended by manufacturer for application indicated. Include reinforcement and accessories recommended by manufacturer.
- B. Crack Isolation Membrane, Fluid Applied: Liquid-latex rubber or elastomeric polymer with continuous fabric reinforcement.
 - 1. Acceptable Manufacturers include but are not limited to:
 - a. RedGard
 - b. USG Corporation
 - c. Mapei
 - d. Laticrete

2.9 SETTING MATERIALS

- A. Portland Cement Mortar (Thickset) Installation Materials: ANSI A108.02.
 - 1. Cleavage Membrane: Installer's option of material that complies with ANSI A108.02, paragraph 3.8.
 - 2. Reinforcing Wire Fabric: Galvanized, welded-wire fabric, **2 by 2 inches (50.8 by 50.8 mm)** by **0.062-inch (1.57-mm)** diameter; comply with ASTM A1064/A1064M except for minimum wire size.
 - 3. Expanded Metal Lath: Diamond-mesh lath complying with ASTM C847.
 - a. Base Metal and Finish for Interior Applications: Uncoated or zinc-coated (galvanized) steel sheet, with uncoated steel sheet painted after fabrication into lath.
 - b. Base Metal and Finish for Exterior Applications: Zinc-coated (galvanized) steel sheet.
 - c. Configuration over Studs and Furring: Flat.
 - d. Configuration over Solid Surfaces: Self-furring.
 - e. Weight: **2.5 lb/sq. yd. (1.4 kg/sq. m)**.
 - 4. Latex Additive: Manufacturer's standard water emulsion, serving as replacement for part or all of gaging water, of type specifically recommended by latex-additive manufacturer for use with field-mixed portland cement and aggregate mortar bed.
- B. Modified Dry-Set Mortar (Thinset): ANSI A118.4.
 - 1. Manufacturers:
 - a. Laticrete
 - b. Mapei
 - c. Custom Building Products
 - 2. Provide prepackaged, dry-mortar mix containing dry, redispersible, vinyl acetate or acrylic additive to which only water must be added at Project site.
 - 3. Provide prepackaged, dry-mortar mix combined with acrylic resin or styrene-butadiene-rubber liquid-latex additive at Project site.

4. For wall applications, provide mortar that complies with requirements for nonsagging mortar in addition to other requirements in ANSI A118.4.

2.10 GROUT MATERIALS

- A. Sand-Portland Cement Grout: ANSI A108.10, consisting of white or gray cement and white or colored aggregate as required to produce color indicated.
- B. High-Performance Tile Grout: ANSI A118.7.
 1. Manufacturers:
 - a. Laticrete
 - b. Mapei
 - c. Custom Building Products
 2. Polymer Type:
 - a. Dry, redispersible form, prepackaged with other dry ingredients.
 - b. Liquid-latex form for addition to prepackaged dry-grout mix.
- C. Water-Cleanable Epoxy Grout: ANSI A118.3, with a VOC content of 65 g/L or less.
 1. Manufacturers:
 - a. Laticrete
 - b. Mapei
 - c. Custom Building Products
 2. Provide product capable of withstanding continuous and intermittent exposure to temperatures of up to 140 and 212 deg F (60 and 100 deg C), respectively, and certified by manufacturer for intended use.

2.11 MISCELLANEOUS MATERIALS

- A. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting and adhesive materials for installations indicated.
- B. Metal Flooring Transitions: Profile designed specifically for flooring applications; height to match tile and setting-bed thickness.
 1. Manufacturers:
 - a. Schluter
 - b. Custom Building Products
 - c. Koffler
 2. Description: L-shaped, unless otherwise indicated on Drawings.
 3. Material and Finish: Metallic or combination of metal and PVC or neoprene base; polished nickel anodized aluminum exposed-edge material.
- C. Metal Edge Trim: Profile designed for wall terminations and edge protection.

1. Manufacturers:
 - a. Schluter
 - b. Custom Building Products
 - c. Koffler
 2. Description: L-shaped, unless otherwise indicated on Drawings.
 3. Material and Finish: Polished nickel anodized aluminum exposed-edge material.
- D. Temporary Protective Coating: Formulated to protect exposed surfaces of tile against adherence of mortar and grout; compatible with tile, mortar, and grout products and easily removable after grouting is completed without damaging grout or tile.
- E. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.
- F. Grout Sealer: Grout manufacturer's standard product for sealing grout joints that does not change color or appearance of grout.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
1. Verify that substrates for setting tile are firm; dry; clean; free of coatings that are incompatible with tile-setting materials, including curing compounds and other substances that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.
 2. Verify that concrete substrates for tile floors installed with bonded mortar bed or thinset mortar comply with surface finish requirements in ANSI A108.01 for installations indicated.
 - a. Verify that surfaces that received a steel trowel finish have been mechanically scarified.
 - b. Verify that protrusions, bumps, and ridges have been removed by sanding or grinding.
 3. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed.
 4. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove coatings, including curing compounds or other coatings, that are incompatible with tile-setting materials.
- B. Fill cracks, holes, and depressions in concrete substrates for tile floors installed with thinset mortar with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.
- C. Where indicated, prepare substrates to receive waterproof membrane by applying a reinforced mortar bed that complies with ANSI A108.1 and is sloped **1/4 inch per foot (1:50)** toward drains.
- D. Blending: For tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.
- E. Substrate Flatness:
 - 1. For tile shorter than **15 inches (381 mm)**, confirm that structure or substrate is limited to variation of **1/4 inch in 10 ft. (6.4 mm in 3 m)** from the required plane, and no more than **1/16 inch in 12 inches (1.5 mm in 300 mm)** when measured from tile surface high points.
 - 2. For large format tile, tile with at least one edge **15 inches (381 mm)** or longer, confirm that structure or substrate is limited to **1/8 inch in 10 ft. (3 mm in 3 m)** from the required plane, and no more than **1/16 inch in 24 inches (1.5 mm in 609 mm)** when measured from tile surface high points.
- F. Field-Applied Temporary Protective Coating: If indicated under tile type or needed to prevent grout from staining or adhering to exposed tile surfaces, precoat them with continuous film of temporary protective coating, taking care not to coat unexposed tile surfaces.

3.3 INSTALLATION OF TILE SYSTEMS

- A. Install tile backing panels and treat joints in accordance with ANSI A108.11 and manufacturer's written instructions for type of application indicated.
- B. Install waterproof membrane to comply with ANSI A108.13 and manufacturer's written instructions to produce waterproof membrane of uniform thickness that is bonded securely to substrate.
 - 1. Allow waterproof membrane to cure and verify by testing that it is watertight before installing tile or setting materials over it.
- C. Install crack isolation membrane to comply with ANSI A108.17 and manufacturer's written instructions to produce membrane of uniform thickness that is bonded securely to substrate.
 - 1. Allow crack isolation membrane to cure before installing tile or setting materials over it.
- D. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.

1. Add materials, water, and additives in accurate proportions.
 2. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.
- E. Install tile in accordance with TCNA's "Handbook for Ceramic, Glass, and Stone Tile Installation" for TCNA installation methods specified in tile installation schedules. Comply with parts of ANSI A108 series that are referenced in TCNA installation methods and specified in tile installation schedules, and apply to types of setting and grouting materials used.
1. For the following installations, follow procedures in ANSI A108 series of tile installation standards for providing 95 percent mortar coverage:
 - a. Tile floors in wet areas.
 - b. Tile floors in laundries.
 - c. Tile floors consisting of tiles 8 by 8 inches (200 by 200 mm) or larger.
 - d. Tile floors consisting of rib-backed tiles.
 2. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
 3. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
 4. Provide manufacturer's standard trim shapes where necessary to eliminate exposed tile edges.
 5. Where accent tile differs in thickness from field tile, vary setting-bed thickness so that tiles are flush.
 6. Jointing Pattern: Lay tile in grid pattern unless otherwise indicated. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.
 - a. For tile mounted in sheets, make joints between tile sheets same width as joints within tile sheets, so joints between sheets are not apparent in finished Work.
 - b. Where adjoining tiles on floor, base, walls, or trim are specified or indicated to be same size, align joints.
 - c. Where tiles are specified or indicated to be whole integer multiples of adjoining tiles on floor, base, walls, or trim, align joints unless otherwise indicated.
 7. Lay out tile wainscots to dimensions indicated or to next full tile beyond dimensions indicated.
- F. Movement Joints: Provide movement joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated on Drawings. Form joints during installation of setting materials, mortar beds, and tile. Keep joints free of dirt, debris, and setting materials prior to filling with sealants. Do not saw-cut joints after installing tiles.
1. Where joints occur in concrete substrates, locate joints in tile surfaces directly above them.

- G. Thresholds: Install stone thresholds in same type of setting bed as adjacent floor unless otherwise indicated.
 - 1. At locations where mortar bed (thickset) would otherwise be exposed above adjacent floor finishes, set thresholds in improved modified dry-set mortar (thinset).
 - 2. Do not extend waterproof membrane or crack isolation membrane under thresholds set in modified dry-set or improved modified dry-set mortar. Fill joints between such thresholds and adjoining tile set on waterproof membrane or crack isolation membrane with elastomeric sealant.
- H. Metal Flooring Transitions: Install where exposed edge of tile flooring meets carpet, wood, or other flooring that finishes flush with or below top of tile and no threshold is indicated.
- I. Metal Wall Trim: Install at locations indicated on Drawings and where exposed edge of wall tile will be visible without metal trim.
- J. Grout Sealer: Apply grout sealer to grout joints in tile floors in accordance with manufacturer's written instructions. As soon as sealer has penetrated grout joints, remove excess sealer and sealer from tile faces by wiping with soft cloth.

3.4 FIELD QUALITY CONTROL

- A. Water Test:
 - 1. Test of waterproofing membrane in showers and similar areas to be performed by Installation Contractor before setting tile.
 - a. Perform test after 24 hours of waterproof membrane installation.
 - b. Insert test plug in drain or waste line.
 - c. Fill shower base with water, high enough that the membrane-to-drain connection and floor-to-wall transition can be evaluated, and mark wall.
 - d. Check for leaks after 24 hours.
 - 2. Test to be witnessed by Architect.
- B. Nonconforming Work:
 - 1. Waterproof membrane will be considered defective if water level has dropped.
 - 2. Remove and replace defective components and retest.

3.5 ADJUSTING AND CLEANING

- A. Remove and replace tile that is damaged or that does not match adjoining tile. Provide new matching units, installed as specified and in a manner to eliminate evidence of replacement.
- B. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
 - 1. Remove grout residue from tile as soon as possible.

2. Clean grout smears and haze from tile in accordance with tile and grout manufacturer's written instructions. Use only cleaners recommended by tile and grout manufacturers and only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.

3.6 PROTECTION

- A. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. If recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors.
- B. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
- C. Before final inspection, remove protective coverings and rinse neutral protective cleaner from tile surfaces.

3.7 INTERIOR CERAMIC TILE INSTALLATION SCHEDULE

- A. Interior Floor Installations, Concrete Subfloor:
 1. TCNA F111 Method ANSI A108.1A. Cement mortar bed (thickset) installed over waterproofing and crack isolation membrane. Applies where tile is sloped, where slab is recessed, and/or where indicated on Drawings.
 - a. Bond Coat for Cured-Bed Method: Modified dry-set mortar.
 - b. Grout: High-performance sanded cement grout.
 - c. Joint Width: **1/8 inch (3.2 mm)**.
 - d. Grout color: Laticrete 42 Platinum
 2. TCNA F125-Full : Thinset mortar on crack isolation membrane. Applies to all typical conditions where thickset is not required.
 - a. Thinset Mortar: Modified dry-set mortar.
 - b. Grout: High-performance sanded cement grout.
 - c. Joint Width: **1/8 inch (3.2 mm)**.
 - d. Grout color: Laticrete 42 Platinum
- B. Interior Wall Installations, Masonry or Concrete:
 1. TCNA W202I : Thinset mortar over waterproof membrane.
 - a. Thinset Mortar: Modified dry-set mortar.
 - b. Grout: Water-cleanable epoxy grout.
 - c. Joint Width: **1/8 inch (3.2 mm)**.
 - d. Grout color: Laticrete 78 Sterling Silver
- C. Interior Wall Installations, Metal Studs or Furring:
 1. TCNA W245 : Thinset mortar on waterproof membrane over backer board.
 - a. Thinset Mortar: Modified dry-set mortar.
 - b. Grout: Water-cleanable epoxy grout.

- c. Joint Width: 1/8 inch (3.2 mm).
- d. Grout color: Laticrete 78 Sterling Silver

END OF SECTION 093013

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SECTION 095113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Acoustical panels.
2. Metal suspension system.
3. Metal edge moldings and trim.

B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Acoustical panels.
2. Metal suspension system.
3. Metal edge moldings and trim.

B. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of sizes indicated below:

1. Acoustical Panels: Set of ~~6-inch-~~ (150-mm-) square Samples of each type, color, pattern, and texture.
2. Exposed Suspension-System Members, Moldings, and Trim: Set of ~~6-inch-~~ (150-mm-) long Samples of each type, finish, and color.

1.3 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Ceiling suspension-system members.
2. Structural members to which suspension systems will be attached.
3. Method of attaching hangers to building structure.
 - a. Furnish layouts for cast-in-place anchors, clips, and other ceiling attachment devices whose installation is specified in other Sections.
4. Carrying channels or other supplemental support for hanger-wire attachment where conditions do not permit installation of hanger wires at required spacing.
5. Size and location of initial access modules for acoustical panels.
6. Items penetrating finished ceiling and ceiling-mounted items including the following:

- a. Lighting fixtures.
 - b. Diffusers.
 - c. Grilles.
 - d. Speakers.
 - e. Sprinklers.
 - f. Access panels.
 - g. Perimeter moldings.
7. Minimum Drawing Scale: 1/8 inch = 1 foot (1:96).

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For finishes to include in maintenance manuals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Acoustical Ceiling Units: Full-size panels equal to 2 percent of quantity installed.
 2. Suspension-System Components: Quantity of each exposed component equal to 2 percent of quantity installed.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels, suspension-system components, and accessories to Project site and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Source Limitations for Ceiling System: Obtain each type of acoustical ceiling panel and its supporting suspension system from single source from single manufacturer.

2.2 ACOUSTICAL PANELS

- A. Acceptable Manufacturers
 - 1. Armstrong
 - 2. USG Corporation
 - 3. CertainTeed
- B. Acoustical Panel Standard: Provide manufacturer's standard panels in accordance with ASTM E1264 and designated by type, form, pattern, acoustical rating, and light reflectance unless otherwise indicated.
- C. Classification: Provide panels as follows:
 - 1. Type and Form, Type III: Mineral base with painted finish; Form 2, water felted, typical.
 - 2. Type and Form, Type IV Form 2: Mineral base with membrane-faced overlay; Form 2, water felted; with vinyl overlay on face, food service areas and where indicated on Drawings.
 - 3. Pattern: as indicated by manufacturer's designation.
- D. Color: White.
- E. Light Reflectance (LR): Not less than 0.80.
- F. Ceiling Attenuation Class (CAC): Not less than 35.
- G. Noise Reduction Coefficient (NRC): Not less than 0.70.
- H. Articulation Class (AC): Not less than 170.
- I. Edge/Joint Detail: Tegular
- J. Thickness:
 - 1. 3/4 inch (19 mm).
- K. Modular Size: As indicated on Drawings.
- L. Antimicrobial Treatment: Manufacturer's standard broad spectrum, antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested in accordance with ASTM D3273, ASTM D3274, or ASTM G21 and evaluated in accordance with ASTM D3274 or ASTM G21.

2.3 METAL SUSPENSION SYSTEM

- A. Same manufacturer as panels
- B. Metal Suspension-System Standard: Provide manufacturer's standard, direct-hung, metal suspension system and accessories in accordance with ASTM C635/C635M and designated by type, structural classification, and finish indicated.
 - 1. High-Humidity Finish: Where indicated, provide coating tested and classified for "severe environment performance" in accordance with ASTM C635/C635M.
- C. Wide-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized, **G30 (Z90)** coating designation; with prefinished **15/16-inch- (24-mm-)** wide metal caps on flanges. Applies to typical Type III panels.
 - 1. Structural Classification: Heavy-duty system.
 - 2. Face Design: Flat, flush.
 - 3. Cap Material: Cold-rolled steel.
 - 4. Cap Finish: Painted white.
- D. Wide-Face, Aluminum-Capped, Double-Web, Hot-Dip Galvanized, **G60 (Z180)**, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; hot-dip galvanized, **G60 (Z180)** coating designation; with prefinished, **15/16-inch- (24-mm-)** wide aluminum caps on flanges. Applies to food service Type IV panels.
 - 1. Structural Classification: Heavy-duty system.
 - 2. Face Design: Flat, flush.
 - 3. Cap Finish: Painted white.

2.4 ACCESSORIES

- A. Attachment Devices: Size for five times the design load indicated in ASTM C635/C635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
 - 1. Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as determined by testing in accordance with ASTM E488/E488M or ASTM E1512 as applicable, conducted by a qualified testing and inspecting agency.
 - a. Type: Cast-in-place anchors.
 - b. Corrosion Protection, Carbon Steel: Components zinc plated in accordance with ASTM B633, Class SC 1 (mild) service condition.
 - c. Corrosion Protection, Stainless Steel: Components complying with ASTM F593 and ASTM F594, Group 1 Alloy 304 or 316.
 - d. Corrosion Protection, Nickel-Copper Alloy: Components fabricated from nickel-copper-alloy rods complying with ASTM B164 for UNS No. N04400 alloy.
 - 2. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated and with capability to sustain, without

failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing in accordance with ASTM E1190, conducted by a qualified testing and inspecting agency.

- B. Wire Hangers, Braces, and Ties: Provide wires as follows:
 - 1. Zinc-Coated, Carbon-Steel Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper.
 - 2. Stainless Steel Wire: ASTM A580/A580M, Type 304, nonmagnetic.
 - 3. Nickel-Copper-Alloy Wire: ASTM B164, nickel-copper-alloy UNS No. N04400.
 - 4. Size: Wire diameter sufficient for its stress at three times hanger design load (ASTM C635/C635M, Table 1, "Direct Hung") will be less than yield stress of wire, but not less than ~~0.106-inch-~~ (2.69-mm-) diameter wire.
- C. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint.
- D. Flat Hangers: Mild steel, zinc coated or protected with rust-inhibitive paint.
- E. Angle Hangers: Angles with legs not less than ~~7/8 inch~~ (22 mm) wide; formed with ~~0.04-inch-~~ (1-mm-) thick, galvanized-steel sheet complying with ASTM A653/A653M, ~~G90~~ (Z275) coating designation; with bolted connections and ~~5/16-inch-~~ (8-mm-) diameter bolts.

2.5 METAL EDGE MOLDINGS AND TRIM

- A. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.
 - 1. Edge moldings to fit acoustical panel edge details and suspension systems indicated and match width and configuration of exposed runners unless otherwise indicated.
 - 2. For lay-in panels with reveal edge details, provide stepped edge molding that forms reveal of same depth and width as that formed between edge of panel and flange at exposed suspension member.
 - 3. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.
- B. Extruded-Aluminum Edge Moldings and Trim: Where indicated, provide manufacturer's extruded-aluminum edge moldings and trim of profile indicated or referenced by manufacturer's designations, including splice plates, corner pieces, and attachment and other clips, complying with seismic design requirements.
 - 1. Clear Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm or thicker.
 - 2. Baked-Enamel or Powder-Coat Finish: Minimum dry film thickness of ~~1.5 mils~~ (0.04 mm). Comply with ASTM C635/C635M and coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders unless otherwise indicated, and comply with layout shown on reflected ceiling plans.
- B. Layout openings for penetrations centered on the penetrating items.

3.3 INSTALLATION OF ACOUSTICAL PANEL CEILINGS

- A. Install acoustical panel ceilings in accordance with ASTM C636/C636M and manufacturer's written instructions.
 - 1. Fire-Rated Assembly: Install fire-rated ceiling systems in accordance with tested fire-rated design.
- B. Suspend ceiling hangers from building's structural members and as follows:
 - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
 - 2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 - 3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
 - 4. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three tight turns. Connect hangers directly to structure or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
 - 5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger

- involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
 6. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
 7. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
 8. Do not attach hangers to steel deck tabs.
 9. Do not attach hangers to steel roof deck. Attach hangers to structural members.
 10. Space hangers not more than **48 inches (1200 mm)** o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than **8 inches (200 mm)** from ends of each member.
 11. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.
- C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.
- D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
1. Screw attach moldings to substrate at intervals not more than **16 inches (400 mm)** o.c. and not more than **3 inches (75 mm)** from ends. Miter corners accurately and connect securely.
 2. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- F. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide precise fit.
1. Arrange directionally patterned acoustical panels as follows:
 - a. As indicated on reflected ceiling plans.
 2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
 3. For reveal-edged panels on suspension-system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
 4. For reveal-edged panels on suspension-system members with box-shaped flanges, install panels with reveal surfaces in firm contact with suspension-system surfaces and panel faces flush with bottom face of runners.
 5. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
 6. Protect lighting fixtures and air ducts in accordance with requirements indicated for fire-resistance-rated assembly.

3.4 ERECTION TOLERANCES

- A. Suspended Ceilings: Install main and cross runners level to a tolerance of **1/8 inch in 12 feet (3 mm in 3.6 m)**, non-cumulative.
- B. Moldings and Trim: Install moldings and trim to substrate and level with ceiling suspension system to a tolerance of **1/8 inch in 12 feet (3 mm in 3.6 m)**, non-cumulative.

3.5 CLEANING

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.
- B. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095113

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Thermoset-rubber base.
 - 2. Thermoplastic-rubber base.
 - 3. Vinyl base.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: For each type of product indicated and for each color, texture, and pattern required in manufacturer's standard-size Samples, but not less than 12 inches (300 mm) long.
- C. Product Schedule: For resilient base and accessory products. Use same designations indicated on Drawings.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Furnish not less than 10 linear feet (3 linear m) for every 500 linear feet (150 linear m) or fraction thereof, of each type, color, pattern, and size of resilient product installed.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

1.6 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than **70 deg F (21 deg C)** or more than **95 deg F (35 deg C)**, in spaces to receive resilient products during the following periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than **60 deg F (13 deg C)** or more than **90 deg F (35 deg C)**.
- C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 THERMOSET-RUBBER BASE

- A. Acceptable Manufacturers include, but are not limited to:
 - 1. Burke
 - 2. Flexco
 - 3. Johnsonsite
 - 4. Roppe
- B. Product Standard: ASTM F1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).
 - 1. Style and Location:
 - a. Style A, Straight: Provide in areas with carpet.
 - b. Style B, Cove: Provide in areas with resilient floor coverings.
- C. Thickness: **0.125 inch (3.2 mm)**.
- D. Height: **4 inches (102 mm)**.
- E. Lengths: Coils in manufacturer's standard length.
- F. Outside Corners: Preformed.
- G. Inside Corners: Job formed or preformed.
- H. Colors: as indicated on Drawings \

2.2 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.
- C. Stair-Tread Nose Filler: Two-part epoxy compound recommended by resilient stair-tread manufacturer to fill nosing substrates that do not conform to tread contours.
- D. Floor Polish: Provide protective, liquid floor-polish products recommended by resilient stair-tread manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
 - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
 - 1. Installation of resilient products indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates for Resilient Stair Accessories: Prepare horizontal surfaces according to ASTM F710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
 - 3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than [9] [10] <Insert number> pH.
 - 4. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft. (18.6 sq. m), and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.

- a. Anhydrous Calcium Chloride Test: ASTM F1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of **3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m)** in 24 hours.
 - b. Relative Humidity Test: Using in-situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install resilient products until materials are the same temperature as space where they are to be installed.
 - 1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.
- H. Job-Formed Corners:
 - 1. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than **3 inches (76 mm)** in length.

3.4 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Stair Accessories:

1. Use stair-tread-nose filler to fill nosing substrates that do not conform to tread contours.
 2. Tightly adhere to substrates throughout length of each piece.
 3. For treads installed as separate, equal-length units, install to produce a flush joint between units.
- C. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:
1. Remove adhesive and other blemishes from surfaces.
 2. Sweep and vacuum horizontal surfaces thoroughly.
 3. Damp-mop horizontal surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Floor Polish: Remove soil, adhesive, and blemishes from resilient stair treads before applying liquid floor polish.
1. Apply two coat(s).
- E. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 096513

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SECTION 096519 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Vinyl composition floor tile.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For each type of resilient floor tile.
 - 1. Include floor tile layouts, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
 - 2. Show details of special patterns.
- C. Samples: Full-size units of each color, texture, and pattern of floor tile required.
- D. Product Schedule: For floor tile. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Floor Tile: Furnish one box of each type, color, and pattern of floor tile installed.
 - 2. .

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are competent in techniques required by manufacturer for floor tile installation and seaming method indicated.
 - 1. Engage an installer who employs workers for this Project who are trained or certified by floor tile manufacturer for installation techniques required.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C). Store floor tiles on flat surfaces.

1.9 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive floor tile during the following periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).
- C. Close spaces to traffic during floor tile installation.
- D. Close spaces to traffic for 48 hours after floor tile installation.
- E. Install floor tile after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For resilient floor tile, as determined by testing identical products according to ASTM E648 or NFPA 253 by a qualified testing agency.
 - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

2.2 VINYL COMPOSITION FLOOR TILE

- A. Acceptable manufacturers include, but not limited to:
 - 1. Armstrong

2. Amtico
 3. AvaFlor
- B. Tile Standard: ASTM F1066, Class 3, surface pattern.
- C. Wearing Surface: Smooth.
- D. Thickness: 0.125 inch (3.2 mm).
- E. Size: 12 by 12 inches (305 by 305 mm).
- F. Colors and Patterns: as indicated on Drawings >.

2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by floor tile manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.
- C. Floor Polish: Provide protective, liquid floor-polish products recommended by floor tile manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F710.
1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.

2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.
3. Alkalinity and Adhesion Testing: Perform tests recommended by floor tile manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 10 pH.
4. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft. (18.6 sq. m), and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
 - a. Anhydrous Calcium Chloride Test: ASTM F1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m) in 24 hours.
 - b. Relative Humidity Test: Using in-situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install floor tiles until materials are the same temperature as space where they are to be installed.
 1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

3.3 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
 1. Lay tiles square with room axis.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
 1. Lay tiles in pattern of colors and sizes indicated.
- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.

- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.
- G. Install floor tiles on covers for telephone and electrical ducts, building expansion-joint covers, and similar items in installation areas. Maintain overall continuity of color and pattern between pieces of tile installed on covers and adjoining tiles. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.
- H. Adhere floor tiles to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
- I. Seamless Installation:
 - 1. Heat-Welded Seams: Comply with ASTM F1516. Rout joints and heat weld with welding bead to fuse sections permanently into a seamless flooring installation. Prepare, weld, and finish seams to produce surfaces flush with adjoining flooring surfaces.
 - 2. Chemically Bonded Seams: Bond seams with chemical-bonding compound to fuse sections permanently into a seamless flooring installation. Prepare seams and apply compound to produce tightly fitted seams without gaps, overlays, or excess bonding compound on flooring surfaces.
- J. Resilient Terrazzo Accessories: Install according to manufacturer's written instructions.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
 - 1. Remove adhesive and other blemishes from surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Floor Polish: Remove soil, adhesive, and blemishes from floor tile surfaces before applying liquid floor polish.
 - 1. Apply two coat(s).
- E. Joint Sealant: Apply sealant to resilient terrazzo floor tile perimeter and around columns, at door frames, and at other joints and penetrations.
- F. Cover floor tile until Substantial Completion.

END OF SECTION 096519

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SECTION 096813 - TILE CARPETING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Carpet tile.

B. Related Requirements:

1. Section 096513 "Resilient Base and Accessories" for resilient wall base and accessories installed with carpet tile.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
2. Include manufacturer's written installation recommendations for each type of substrate.

B. Shop Drawings: For carpet tile installation, showing the following:

1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet tiles.
2. Carpet tile type, color, and dye lot.
3. Type of installation.
4. Pattern of installation.
5. Pattern type, location, and direction.
6. Pile direction.
7. Type, color, and location of insets and borders.
8. Type, color, and location of edge, transition, and other accessory strips.
9. Transition details to other flooring materials.

C. Samples for Initial Selection: Manufacturer's standard color sheets, showing full range of available colors for each type of carpet tile.

1. Include Samples of exposed edge, transition, and other accessory stripping involving color or finish selection.

D. Samples for Verification: Actual sample of finished products for each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.

1. Carpet Tile: Full-size Sample.
2. Exposed Edge, Transition, and Other Accessory Stripping: 12-inch- (300-mm-) long Samples.

- E. Product Schedule: For carpet tile. Use same designations indicated on Drawings.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For carpet tile, for tests performed by a qualified testing agency.
- B. Qualification Statements: For Installer.
- C. Sample Warranties: For carpet tile.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For carpet tiles. Include the following:
 - 1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
 - 2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Extra Stock Material: Furnish extra materials, from the same production run, to Owner that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Carpet Tile: Provide one (1) box of each type and color of carpet installed on the project. Carpet tile is to be packed and sealed in cartons.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A manufacturerauthorized representative who is certified by the International Certified Floorcovering Installers Association at the Commercial II certification level and with at least five years experience in installing specified product or equivalent products.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI 104.

1.8 FIELD CONDITIONS

- A. Comply with CRI 104 for temperature, humidity, and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at levels planned for building occupants during the remainder of the construction period.

- C. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended in writing by carpet tile manufacturer.
- D. Where demountable partitions or other items are indicated for installation on top of carpet tiles, install carpet tiles before installing these items.

1.9 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
 - 1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
 - 2. Failures include, but are not limited to, the following:
 - a. More than 10 percent loss of face fiber, edge raveling, snags, and runs.
 - b. Loss of tuft-bind strength.
 - c. Excess static discharge.
 - d. Delamination.
 - e. Dimensional instability.
 - 3. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CARPET TILE

- A. Refer to Drawings for Basis of Design. Additional acceptable manufacturers include:
 - 1. Interface
 - 2. Mannington
 - 3. Milliken
- B. Color and Pattern: as indicated on Drawings.
- C. Pile Characteristic: 20 pound tuft bind, textured loop pile.
- D. Face Weight: 20 **oz./sq. yd. minimum**
- E. Backing System: Hard-backed vinyl cushion. Backing system shall provide a moisture-penetration barrier and the primary tufting substrate shall be synthetic non-woven. >.
- F. Size: as indicated on Drawings .
- G. Applied Treatments:
 - 1. Soil-Resistance Treatment: Manufacturer's standard treatment.

2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended in writing by carpet tile manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive types to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile, and that are recommended in writing by carpet tile manufacturer for releasable installation.
- C. Metal Edge/Transition Strips: Extruded aluminum with mill finish of profile and width shown, of height required to protect exposed edge of carpet, and of maximum lengths to minimize running joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance.
- B. Examine carpet tile for type, color, pattern, and potential defects.
- C. Concrete Slabs: Verify that finishes comply with requirements specified in Section 033000 "Cast-in-Place Concrete" and that surfaces are free of cracks, ridges, depressions, scale, and foreign deposits.
 - 1. Moisture Testing: Perform tests so that each test area does not exceed 200 sq. ft. (20 sq. m), and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.
 - a. Anhydrous Calcium Chloride Test: ASTM F1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/100 sq. m) in 24 hours.
 - b. Perform additional moisture tests recommended in writing by adhesive and carpet tile manufacturers. Proceed with installation only after substrates pass testing.
- D. Metal Subfloors: Verify the following:
 - 1. Underlayment surface is free of irregularities and substances that may interfere with adhesive bond or show through surface.
- E. Access Flooring Systems: Verify the following:
 - 1. Access floor substrate is compatible with carpet tile and adhesive if any.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Comply with CRI 104 and with carpet tile manufacturer's written installation instructions for preparing substrates.
- B. Use trowelable leveling and patching compounds, in accordance with manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions **1/8 inch (3 mm)** wide or wider, and protrusions more than **1/32 inch (0.8 mm)** unless more stringent requirements are required by manufacturer's written instructions.
- C. Concrete Substrates: Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by adhesive and carpet tile manufacturers.
- D. Metal Substrates: Clean grease, oil, soil and rust, and prime if recommended in writing by adhesive manufacturer. Rough sand painted metal surfaces and remove loose paint. Sand aluminum surfaces, to remove metal oxides, immediately before applying adhesive.
- E. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.3 INSTALLATION

- A. General: Comply with CRI 104, Section 10, "Carpet Tile," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: Glue down; install every tile with full-spread, releasable, pressure-sensitive adhesive.
- C. Maintain dye-lot integrity. Do not mix dye lots in same area.
- D. Maintain pile-direction patterns recommended in writing by carpet tile manufacturer.
- E. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended in writing by carpet tile manufacturer.
- F. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet tile as marked on subfloor. Use nonpermanent, nonstaining marking device.
- H. Install pattern parallel to walls and borders.
- I. Access Flooring: Stagger joints of carpet tiles so carpet tile grid is offset from access flooring panel grid. Do not fill seams of access flooring panels with carpet adhesive; keep seams free of adhesive.

3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tile:
 - 1. Remove excess adhesive and other surface blemishes using cleaner recommended in writing by carpet tile manufacturer.
 - 2. Remove yarns that protrude from carpet tile surface.
 - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with CRI 104, Section 13.7.
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION 096813

SECTION 097200 - WALL COVERINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Vinyl wall covering.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include data on physical characteristics, durability, fade resistance, and fire-test-response characteristics.
- B. Shop Drawings: Show location and extent of each wall-covering type. Indicate pattern placement, seams and termination points.
- C. Samples for Verification: For each type of wall covering and for each color, pattern, texture, and finish specified, full width by 36 inches (914 mm) long in size.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each wall covering, for tests performed by a qualified testing agency.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For wall coverings to include in maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same production run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Wall-Covering Materials: For each type, color, texture, and finish, full width by length to equal to 5 percent of amount installed.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install wall coverings until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and HVAC system is operating and maintaining ambient temperature and humidity conditions at levels intended for occupants after Project completion during the remainder of the construction period.
- B. Lighting: Do not install wall covering until lighting that matches conditions intended for occupants after Project completion is provided on the surfaces to receive wall covering.
- C. Ventilation: Provide continuous ventilation during installation and for not less than the time recommended by wall-covering manufacturer for full drying or curing.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: As determined by testing identical wall coverings applied with identical adhesives to substrates in accordance with test method indicated below by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - a. Flame-Spread Index: 25 or less.
 - b. Smoke-Developed Index: 450 or less.

2.2 VINYL WALL COVERING (WC1)

- A. Acceptable manufacturers include, but are not limited to:
 - 1. Wolf-Gordon
 - 2. DesignTex
 - 3. Tarkett
 - 4. Koroseal
- B. Description: Prefer to Basis of Design product indicated on Drawings
- C. Mildew Resistance: Rating of zero or 1 when tested in accordance with ASTM G21.
- D. Features:
 - 1. Antimicrobial.
 - 2. Water-based inks.
 - 3. Phthalate free.
 - 4. Heavy-metals free.
 - 5. Halogenated-fire-retardant free.

2.3 ACCESSORIES

- A. Adhesive: Mildew-resistant, nonstaining adhesive, for use with specific wall covering and substrate application indicated and as recommended in writing by wall-covering manufacturer.
- B. Primer/Sealer: Mildew resistant, complying with requirements in Section 099123 "Interior Painting" and recommended in writing by primer/sealer and wall-covering manufacturers for intended substrate.
- C. Seam Tape: As recommended in writing by wall-covering manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation surfaces being true in plane and vertical and horizontal alignment, maximum moisture content, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions for surface preparation.
- B. Clean substrates of substances that could impair bond of wall covering, including dirt, oil, grease, mold, and mildew.
- C. Prepare substrates to achieve a smooth, dry, clean, structurally sound surface free of flaking, unsound coatings, cracks, and defects.
 - 1. Moisture Content: Maximum of 5 percent on new plaster, concrete, and concrete masonry units when tested with an electronic moisture meter.
 - 2. Gypsum Board: Apply primer/sealer as recommended in writing by primer/sealer manufacturer and wall-covering manufacturer.
 - 3. Painted Surfaces:
 - a. Check for pigment bleeding. Apply primer/sealer to areas susceptible to pigment bleeding as recommended in writing by primer/sealer manufacturer.
 - b. Sand gloss, semigloss, and eggshell finishes with fine sandpaper.
- D. Remove hardware and hardware accessories, electrical plates and covers, light fixture trims, and similar items.
- E. Acclimatize wall-covering materials by removing them from packaging in the installation areas not less than 24 hours before installation.

3.3 INSTALLATION OF WALL COVERING

- A. Comply with wall-covering manufacturers' written installation instructions applicable to products and applications indicated.
- B. Cut wall-covering strips in roll number sequence. Change the roll numbers at partition breaks and corners.
- C. Install strips in same order as cut from roll.
 - 1. For solid-color, even-texture, or random-match wall coverings, reverse every other strip.
- D. Install wall covering without lifted or curling edges and without visible shrinkage.
- E. Match pattern **72 inches (1828 mm)** above the finish floor.
- F. Install seams vertical and plumb at least **6 inches (152 mm)** from outside corners and **3 inches (76 mm)** from inside corners unless a change of pattern or color exists at corner. Horizontal seams are not permitted.
- G. Trim edges and seams for color uniformity, pattern match, and tight closure. Butt seams without overlaps or gaps between strips.
- H. Fully bond wall covering to substrate. Remove air bubbles, wrinkles, blisters, and other defects.

3.4 CLEANING

- A. Remove excess adhesive at seams, perimeter edges, and adjacent surfaces.
- B. Use cleaning methods recommended in writing by wall-covering manufacturer.
- C. Replace strips that cannot be cleaned.
- D. Reinstall hardware and hardware accessories, electrical plates and covers, light fixture trims, and similar items.

END OF SECTION 097200

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Primers.
 - 2. Water-based finish coatings.
 - 3. Floor sealers and paints.

1.3 DEFINITIONS

- A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523
- B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523
- C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523
- D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523
- E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523
- F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523
- G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Include preparation requirements and application instructions.
 - 2. Indicate VOC content.
 - 3.

- B. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Apply coats on Samples in steps to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- C. Product Schedule: Use same designations indicated on Drawings and in the Interior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint Products: 1 gal. (3.8 L) of each material and color applied.
 - 2. Paint color chart with swatches and color names for matching of paint colors

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures of less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers
 - 1. Sherwin Williams Company
 - 2. Benjamin Moore
 - 3. PPG
- B. Source Limitations: Obtain each paint product from single source from single manufacturer.

2.2 PAINT PRODUCTS, GENERAL

A. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

B. Colors: As indicated in a color schedule.

2.3 FLOOR SEALERS AND PAINTS

- ### A. Water-Based Concrete Floor Sealer: Clear, water-based, acrylic-copolymer-emulsion sealer formulated for oil, gasoline, alkali, and water resistance and for use on concrete traffic surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- #### A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- #### B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
1. Concrete: 12 percent.
 2. Masonry (Clay and CMUs): 12 percent.
 3. Wood: 15 percent.
 4. Gypsum Board: 12 percent.
- #### C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- #### D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- #### E. Proceed with coating application only after unsatisfactory conditions have been corrected.
1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- #### A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.

- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- F. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- H. Wood Substrates:
 - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 INSTALLATION

- A. Apply paints according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

- A. Dry-Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry-film thickness.
 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 2. If test results show that dry-film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry-film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
 1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
 2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
 3. Allow empty paint cans to dry before disposal.
 4. Collect waste paint by type and deliver to recycling or collection facility.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. Concrete Substrates:

1. Water-Based Concrete Floor Sealer System
 - a. First Coat: Matching topcoat.
 - b. Topcoat: Water-based concrete floor sealer, MPI #99. VOC not more than 100 g/L.

B. Finish Carpentry, where painting is required on Drawings:

1. Institutional Low-Odor/VOC Latex System
 - a. Prime Coat: Interior latex primer for wood, MPI #39.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex, institutional low odor/VOC, MPI gloss level 5, MPI #147

C. Gypsum Board Substrates:

1. Institutional Low-Odor/VOC Latex System MPI INT 9.2M
 - a. Prime Coat: Interior, institutional low-odor/VOC primer sealer, MPI #149.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat:
 - 1) Walls: Interior, latex, institutional low odor/VOC, MPI Gloss Level 3, MPI #145
 - 2) Ceilings: Interior, latex, institutional low odor/VOC, MPI Gloss Level 1/Flat
2. Epoxy-Modified Latex System (Toilet Rooms and Janitor Rooms):
 - a. Prime Coat: Primer sealer, latex, interior, MPI #50.
 - b. Intermediate Coat: Epoxy-modified latex, interior, gloss (Gloss Level 6), MPI #115.
 - c. Epoxy-modified latex, interior, gloss (Gloss Level 6), MPI #115.

END OF SECTION 099123

SECTION 101423 - PANEL SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Panel signs.
2. Field-applied, vinyl-character signs.

1.2 DEFINITIONS

- A. Accessible: In accordance with the accessibility standard.

1.3 COORDINATION

- A. Furnish templates for placement of sign-anchorage devices embedded in permanent construction by other installers.
- B. Furnish templates for placement of electrical service embedded in permanent construction by other installers.

1.4 ACTION SUBMITTALS

A. Product Data:

1. Panel signs.

B. Shop Drawings: For panel signs.

1. Include fabrication and installation details and attachments to other work.
2. Show sign mounting heights, locations of supplementary supports to be provided by other installers, and accessories.
3. Show message list, typestyles, graphic elements, including raised characters and Braille, and layout for each sign at least half size.

C. Samples for Initial Selection: For each type of sign assembly, exposed component, and exposed finish.

1. Include representative Samples of available typestyles and graphic symbols.

D. Samples for Verification: For each type of sign assembly showing all components and with the required finish(es), in manufacturer's standard size unless otherwise indicated and as follows:

1. Panel Signs: Full-size Sample.

- E. Product Schedule: For panel signs. Use same designations indicated on Drawings or specified.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For signs to include in maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Variable Component Materials: 12 replaceable text inserts and interchangeable characters (letters, numbers, and graphic elements) of each type.
 - 2. Tools: One set(s) of specialty tools for assembling signs and replacing variable sign components.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

1.9 FIELD CONDITIONS

- A. Field Measurements: Verify locations of anchorage devices embedded in permanent construction by other installers by field measurements before fabrication, and indicate measurements on Shop Drawings.

1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of finishes beyond normal weathering.
 - b. Deterioration of embedded graphic image.
 - c. Separation or delamination of sheet materials and components.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design" and ICC A117.1.

2.2 PANEL SIGNS

- A. Panel Sign: Sign with smooth, uniform surfaces; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
 - 1. Laminated-Sheet Sign: Acrylic face sheet with raised graphics laminated to acrylic backing sheet to produce composite sheet.
 - a. Composite-Sheet Thickness: 1/16 inch
 - b. Surface-Applied, Raised Graphics: Applied polymer characters and Braille.
 - 2. Sign-Panel Perimeter: Finish edges smooth.
 - a. Edge Condition:
 - 1) Vertical Edges: Square cut.
 - 2) Horizontal Edges: Square cut.
 - b. Corner Condition in Elevation: Rounded to radius indicated.
 - 3. Mounting: Surface mounted to wall with countersunk flathead through fasteners.
 - 4. Surface Finish and Applied Graphics:
 - a. Integral Sheet Color: Acrylic sheet with color as selected by Architect from full range of industry colors.
 - 5. Text and Typeface: Accessible raised characters and Braille typeface as selected by Architect from manufacturer's full range.
 - 6. Flatness Tolerance: Sign is to remain flat or uniformly curved under installed conditions as indicated on Drawings and within a tolerance of plus or minus 1/16 inch (1.5 mm) measured diagonally from corner to corner.

2.3 PANEL-SIGN MATERIALS

- A. Acrylic Sheet: ASTM D4802, category as standard with manufacturer for each sign, Type UVF (UV filtering).

2.4 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signs, noncorrosive and compatible with each material joined, and complying with the following unless otherwise indicated:

1. Use concealed fasteners and anchors unless indicated to be exposed.
2. Sign Mounting Fasteners:
 - a. Concealed Studs: Concealed (blind), threaded studs welded or brazed to back of sign material or screwed into back of sign assembly unless otherwise indicated.
 - b. Projecting Studs: Threaded studs with sleeve spacer, welded or brazed to back of sign material or screwed into back of sign assembly, unless otherwise indicated.
 - c. Through Fasteners: Exposed metal fasteners matching sign finish, with type of head indicated, and installed in predrilled holes.
3. Inserts: Furnish inserts to be set by other installers into concrete or masonry work.

2.5 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
 1. Preassemble signs in the shop to greatest extent possible. Disassemble signs and assemblies only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation; apply markings in locations concealed from view after final assembly.
 2. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
 3. Comply with AWS for recommended practices in welding and brazing. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed connections of flux, and dress exposed and contact surfaces.
 4. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.
 5. Internally brace signs for stability, to meet structural performance loading without oil-canning or other surface deformation, and for securing fasteners.
 6. Provide rabbets, lugs, and tabs necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.
- B. Surface-Engraved Graphics: Machine engrave characters and other graphic devices into indicated sign surface to produce precisely formed copy, incised to uniform depth.
 1. Engraved Metal: Fill engraved graphics with manufacturer's standard baked enamel.
 2. Engraved Opaque Acrylic Sheet: Fill engraved graphics with manufacturer's standard enamel.
 3. Face-Engraved Clear Acrylic Sheet: Fill engraved copy with manufacturer's standard enamel. Apply manufacturer's standard opaque background color coating to back face of acrylic sheet.
 4. Engraved Plastic Laminate: Engrave through exposed face ply of plastic-laminate sheet to expose contrasting core ply.
- C. Signs with Changeable Message Capability: Fabricate signs to allow insertion of changeable messages as follows:

1. For snap-in changeable inserts beneath removable face sheet, furnish one suction or other device to assist in removing face sheet. Furnish initial changeable insert. Furnish two blank inserts for each sign for Owner's use.
2. For slide-in changeable inserts, fabricate slot without burrs or constrictions that inhibit function. Furnish initial changeable insert. Furnish two blank inserts for each sign for Owner's use.

2.6 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Directional Finishes: Run grain with long dimension of each piece and perpendicular to long dimension of finished trim or border surface unless otherwise indicated.
- D. Organic, Anodic, and Chemically Produced Finishes: Apply to formed metal after fabrication but before applying contrasting polished finishes on raised features unless otherwise indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Verify that sign-support surfaces are within tolerances to accommodate signs without gaps or irregularities between backs of signs and support surfaces unless otherwise indicated.
- C. Verify that anchorage devices embedded in permanent construction are correctly sized and located to accommodate signs.
- D. Verify that electrical service is correctly sized and located to accommodate signs.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.
 1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
 2. Install signs so they do not protrude or obstruct according to the accessibility standard.

3. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
 4. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- B. Accessible Signage: Install in locations on walls as indicated on Drawings and according to the accessibility standard.
- C. Mounting Methods:
1. Concealed Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.
 - a. Masonry Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place sign in position and push until flush to surface, embedding studs in holes. Temporarily support sign in position until adhesive fully sets.
 - b. Thin or Hollow Surfaces: Place sign in position and flush to surface, install washers and nuts on studs projecting through opposite side of surface, and tighten.
 2. Projecting Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.
 - a. Masonry Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place spacers on studs, place sign in position, and push until spacers are pinched between sign and substrate, embedding the stud ends in holes. Temporarily support sign in position until adhesive fully sets.
 - b. Thin or Hollow Surfaces: Place spacers on studs, place sign in position with spacers pinched between sign and substrate, and install washers and nuts on stud ends projecting through opposite side of surface, and tighten.
 3. Through Fasteners: Drill holes in substrate using predrilled holes in sign as template. Countersink holes in sign if required. Place sign in position and flush to surface. Install through fasteners and tighten.

3.3 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed signs and signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.
- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

END OF SECTION 101423

SECTION 102113.19 - PLASTIC TOILET COMPARTMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Solid-plastic toilet compartments configured as toilet enclosures and urinal screens.
- B. Related Requirements:
 - 1. Section 061000 "Rough Carpentry" for blocking.
 - 2. Section 102800 "Toilet, Bath, and Laundry Accessories" for accessories mounted on toilet compartments.

1.2 COORDINATION

- A. Coordinate requirements for overhead supports, blocking, reinforcing, and other supports concealed within wall to ensure that toilet compartments can be supported and installed as indicated.

1.3 ACTION SUBMITTALS

- A. Product Data:
 - 1. Solid-plastic toilet compartments:
 - a. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for toilet compartments.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, details, and attachment details.
 - 2. Show locations of cutouts for compartment-mounted toilet accessories.
 - 3. Show locations of centerlines of toilet fixtures.
- C. Samples for Verification: Actual sample of finished products for each type of toilet compartment, hardware, and accessory.
 - 1. Size: Manufacturer's standard size.
- D. Product Schedule: For toilet compartments, prepared by or under the supervision of supplier, detailing location and selected colors for toilet compartment material.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For toilet compartments.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Extra Stock Materials: Furnish extra materials to Owner that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Door Hinges: One hinge(s) with associated fasteners.
 - 2. Latch and Keeper: One latch(es) and keeper(s) with associated fasteners.
 - 3. Door Bumper: One bumper(s) with associated fasteners.
 - 4. Door Pull: One door pull(s) with associated fasteners.
 - 5. Fasteners: 10 fasteners of each size and type.

1.6 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of toilet fixtures, walls, columns, ceilings, and other construction contiguous with toilet compartments by field measurements, and coordinate before fabrication.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain plastic toilet compartments from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Where grab bars are mounted on toilet compartments, design panels to comply with the following requirements:
 - 1. Panels are able to withstand a concentrated load on grab bar of at least 250 lbf (1112 N) applied at any direction and at any point, without deformation of panel.
- B. Regulatory Requirements: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design" and ICC A117.1 for toilet compartments designated as accessible.

2.3 SOLID-PLASTIC TOILET COMPARTMENTS

2.4 Acceptable manufacturers include, but are not limited to:

- 1. Accurate Partitions, an ASI Group Company
 - 2. AJW Architectural Products
 - 3. General Partitions Mfg Group
 - 4. Global Partitions Corp, an ASI Group Company
 - 5. Scranton Products
- B. Toilet-Enclosure Style: Overhead braced.

- C. Urinal-Screen Style: Wall hung.
- D. Door, Panel, and Pilaster Construction: Solid, high-density polyethylene (HDPE) material, not less than 1 inch (25 mm) thick, seamless, with eased edges, and with homogenous color throughout thickness of material.
 - 1. Integral Hinges: Configure doors and pilasters to receive integral hinges.
 - 2. Color: One color in each room as selected by Architect from manufacturer's full range.
- E. Urinal-Screen Construction: Matching panel construction.
- F. Pilaster Shoes: Manufacturer's standard design; stainless steel.
- G. Pilaster Sleeves (Caps): Manufacturer's standard design; stainless steel.
- H. Brackets (Fittings):
 - 1. Full-Height (Continuous) Type: Manufacturer's standard design; stainless steel.

2.5 HARDWARE AND ACCESSORIES

- A. Door Hardware and Accessories: Manufacturer's operating hardware and accessories.
 - 1. Hinges:
 - a. Manufacturer's paired, wraparound, self-closing type that can be adjusted to hold doors open at any angle up to 90 degrees, allowing emergency access by lifting door.
 - 1) Material, Paired Hinge: Aluminum.
 - b. Manufacturer's continuous, cam type that swings to a closed or partially open position, allowing emergency access by lifting door.
 - 1) Material, Continuous Hinge: Manufacturer's standard.
 - 2. Latch and Keeper: Manufacturer's surface-mounted latch unit, designed for emergency access, and with combination rubber-faced door strike and keeper. Provide units that comply with regulatory requirements for accessibility at toilet enclosures designated as accessible.
 - a. Material: Manufacturer's standard.
 - 3. Coat Hook: Manufacturer's combination hook and rubber-tipped bumper, sized to prevent inswinging door from hitting compartment-mounted accessories.
 - a. Material: Manufacturer's standard.
 - 4. Door Bumper: Manufacturer's rubber-tipped bumper at outswinging doors.
 - a. Material: Manufacturer's standard.

5. Door Pull: Manufacturer's unit at outswinging doors that complies with regulatory requirements for accessibility. Provide units on both sides of doors at toilet enclosures designated as accessible.

- a. Material: Manufacturer's standard.

- B. Overhead Bracing: Manufacturer's standard continuous, extruded-aluminum head rail with antigrip profile and in manufacturer's standard finish.
 - C. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel, finished to match items they are securing, with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications. For concealed anchors, use stainless steel, hot-dip galvanized steel, or other rust-resistant, protective-coated steel compatible with related materials.

2.6 MATERIALS

- A. Aluminum Castings: ASTM B26/B26M.
- B. Aluminum Extrusions: ~~ASTM B221~~ (ASTM B221M).
- C. Stainless Steel Sheet: ASTM A240/A240M or ASTM A666, Type 304, stretcher-leveled standard of flatness.
- D. Stainless Steel Castings: ASTM A743/A743M.
- E. Zamac: ASTM B86, commercial zinc-alloy die castings.

2.7 FABRICATION

- A. Fabricate toilet compartment components to sizes indicated. Coordinate requirements and provide cutouts for through-partition toilet accessories where required for attachment of toilet accessories.
- B. Overhead-Braced Units: Manufacturer's standard corrosion-resistant supports, leveling mechanism, and anchors at pilasters and walls to suit floor and wall conditions. Provide shoes at pilasters to conceal supports and leveling mechanism.
- C. Door Size and Swings: Unless otherwise indicated, provide ~~24-inch-~~ (610-mm-) wide, inswinging doors for standard toilet enclosures and ~~36-inch-~~ (914-mm-) wide, outswinging doors with a minimum ~~32-inch-~~ (813-mm-) wide, clear opening for toilet enclosures designated as accessible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for fastening, support, alignment, operating clearances, and other conditions affecting performance of the Work.

1. Confirm location and adequacy of blocking and supports required for installation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.
 1. Maximum Clearances:
 - a. Pilasters and Panels or Screens: **1/2 inch (13 mm)**.
 - b. Panels or Screens and Walls: **1 inch (25 mm)**.
 2. Full-Height (Continuous) Brackets: Secure panels or screens to walls and to pilasters with full-height brackets.
 - a. Locate bracket fasteners, so holes for wall anchors occur in masonry or tile joints.
 - b. Align brackets at pilasters with brackets at walls.
- B. Overhead-Braced Units: Secure pilasters to floor and level, plumb, and tighten. Set pilasters with anchors penetrating not less than **1-3/4 inches (44 mm)** into structural floor unless otherwise indicated in manufacturer's written instructions. Secure continuous head rail to each pilaster with no fewer than two fasteners. Hang doors to align tops of doors with tops of panels and adjust, so tops of doors are parallel with overhead brace when doors are in closed position.
- C. Urinal Screens: Attach with anchoring devices to suit supporting structure. Set units level and plumb, rigid, and secured to resist lateral impact.

3.3 ADJUSTING

- A. Hardware Adjustment: Adjust and lubricate hardware in accordance with hardware manufacturer's written instructions for proper operation. Set hinges on inswinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on outswinging doors to return doors to fully closed position.

END OF SECTION 102113.19

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SECTION 102600 - WALL AND DOOR PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Corner guards.
 - 2. End-wall guards.
 - 3. Abuse-resistant wall coverings.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, impact strength, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For each type of wall and door protection showing locations and extent.
 - 1. Include plans, elevations, sections, and attachment details.
- C. Samples for Verification: For each type of exposed finish on the following products, prepared on Samples of size indicated below:
 - 1. Corner and End-Wall Guards: 12 inches (300 mm) long. Include example top caps.
 - 2. Abuse-Resistant Wall Covering: 6 by 6 inches (150 by 150 mm) square.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each type of exposed plastic material.
- B. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of wall and door protection product to include in maintenance manuals.
 - 1. Include recommended methods and frequency of maintenance for maintaining best condition of plastic covers under anticipated traffic and use conditions. Include precautions

against using cleaning materials and methods that may be detrimental to finishes and performance.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Corner-Guard Covers: Full-size plastic covers of maximum length equal to 2 percent of each type, color, and texture of cover installed, but no fewer than two, ~~48-inch-~~ (1200-mm-) long units.
 - 2. Mounting and Accessory Components: Amounts proportional to the quantities of extra materials. Package mounting and accessory components with each extra material.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store wall and door protection in original undamaged packages and containers inside well-ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity.
 - 1. Maintain room temperature within storage area at not less than 70 deg F (21 deg C) during the period plastic materials are stored.
 - 2. Keep plastic materials out of direct sunlight.
 - 3. Store plastic wall- and door-protection components for a minimum of 72 hours, or until plastic material attains a minimum room temperature of 70 deg F (21 deg C).
 - a. Store corner-guard covers in a vertical position.

1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of wall- and door-protection units that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including detachment of components from each other or from the substrates, delamination, and permanent deformation beyond normal use.
 - b. Deterioration of metals, metal finishes, plastics, and other materials beyond normal use.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain wall- and door-protection products of each type from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Surface Burning Characteristics: Comply with ASTM E84 or UL 723; testing 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: 450 or less.
- B. Regulatory Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1.

2.3 CORNER GUARDS (CG1)

- A. Surface-Mounted, Plastic-Cover Corner Guards: Manufacturer's standard, PVC-free assembly consisting of snap-on, resilient plastic cover installed over retainer; including mounting hardware; fabricated with 90- or 135-degree turn to match wall condition.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but not limited to, the following:
 - a. Inpro
 - b. Grainger
 - c. Roppe
 - 2. Cover: Extruded rigid plastic, minimum 0.078-inch (2.0-mm) wall thickness; in dimensions and profiles indicated on Drawings.
 - a. Profile: Nominal 2-inch- (50-mm-) long leg and 1/4-inch (6-mm) corner radius.
 - b. Height: 4 feet (1.2 m).
 - c. Color and Texture: As selected by Architect from manufacturer's full range.
 - 3. Continuous Retainer: One-piece extruded plastic.
 - 4. Retainer Clips: Manufacturer's standard impact-absorbing clips.
 - 5. Top and Bottom Caps: Prefabricated, injection-molded plastic; color matching cover; field adjustable for close alignment with snap-on cover.

2.4 END-WALL GUARDS (CG2)

- A. Surface-Mounted, Plastic-Cover, End-Wall Guard: Manufacturer's standard, PVC-free assembly consisting of snap-on, resilient plastic cover installed over continuous retainer; including mounting hardware.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but not limited to, the following:
 - a. Inpro
 - b. Grainger
 - c. Roppe
 - 2. Cover: Extruded rigid plastic, minimum 0.078-inch (2.0-mm) wall thickness; as follows:
 - a. Profile: Nominal 2-inch- (50-mm-) long leg and 1/4-inch (6-mm) corner radius.
 - b. Height: 4 feet (1.2 m).
 - c. Color and Texture: As selected by Architect from manufacturer's full range.

3. Retainer: Minimum **0.060-inch- (1.5-mm-)** thick, one-piece, extruded aluminum.
4. Top and Bottom Caps: Prefabricated, injection-molded plastic; color matching cover; field adjustable for close alignment with snap-on cover.

2.5 ABUSE-RESISTANT WALL COVERINGS (**WP1 & WP2**)

- A. Abuse-Resistant Sheet Wall Covering : Fabricated from semirigid, plastic sheet wall-covering material.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but not limited to, the following:
 - a. Inpro
 - b. Koroseal
 - c. Construction Specialties
 2. Size: **48 by 96 inches (1219 by 2438 mm)** for sheet.
 3. Sheet Thickness: **0.040 inch (1.0 mm)**.
 4. Color and Texture: As selected by Architect from manufacturer's full range.
 5. Height: As indicated.
 6. Trim and Joint Moldings: Extruded rigid plastic that matches wall-covering color.
 7. Mounting: Adhesive.

2.6 MATERIALS

- A. Plastic Materials: Chemical- and stain-resistant, high-impact-resistant plastic with integral color throughout; extruded and sheet material as required, thickness as indicated.
- B. Polycarbonate Plastic Sheet: ASTM D6098, S-PC01, Class 1 or Class 2, abrasion resistant; with a minimum impact-resistance rating of **15 ft.-lbf/in. (800 J/m)** of notch when tested according to ASTM D256, Test Method A.
- C. Fasteners: Aluminum, nonmagnetic stainless-steel, or other noncorrosive metal screws, bolts, and other fasteners compatible with items being fastened. Use security-type fasteners where exposed to view.
- D. Adhesive: As recommended by protection product manufacturer.

2.7 FABRICATION

- A. Fabricate wall and door protection according to requirements indicated for design, performance, dimensions, and member sizes, including thicknesses of components.
- B. Factory Assembly: Assemble components in factory to greatest extent possible to minimize field assembly. Disassemble only as necessary for shipping and handling.
- C. Quality: Fabricate components with uniformly tight seams and joints and with exposed edges rolled. Provide surfaces free of wrinkles, chips, dents, uneven coloration, and other imperfections. Fabricate members and fittings to produce flush, smooth, and rigid hairline joints.

2.8 FINISHES

- A. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and wall areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine walls to which wall and door protection will be attached for blocking, grounds, and other solid backing that have been installed in the locations required for secure attachment of support fasteners.
 - 1. For wall and door protection attached with adhesive, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Complete finishing operations, including painting, before installing wall and door protection.
- B. Before installation, clean substrate to remove dust, debris, and loose particles.

3.3 INSTALLATION

- A. Installation Quality: Install wall and door protection according to manufacturer's written instructions, level, plumb, and true to line without distortions. Do not use materials with chips, cracks, voids, stains, or other defects that might be visible in the finished Work.
- B. Mounting Heights: Install wall and door protection in locations and at mounting heights indicated on Drawings. If not indicated on Drawings, install at heights indicated below:
 - 1. Corner Guards: 24" above finished floor.
- C. Accessories: Provide splices, mounting hardware, anchors, trim, joint moldings, and other accessories required for a complete installation.
 - 1. Provide anchoring devices and suitable locations to withstand imposed loads.

2. Where splices occur in horizontal runs of more than 20 feet (6.1 m), splice aluminum retainers and plastic covers at different locations along the run, but no closer than 12 inches (305 mm) apart.
 3. Adjust end and top caps as required to ensure tight seams.
- D. Abuse-Resistant Wall Covering: Install top and edge moldings, corners, and divider bars as required for a complete installation.

3.4 CLEANING

- A. Immediately after completion of installation, clean plastic covers and accessories using a standard ammonia-based household cleaning agent.
- B. Remove excess adhesive using methods and materials recommended in writing by manufacturer.

END OF SECTION 102600

SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Public-use washroom accessories.
2. Underlavatory guards.
3. Custodial accessories.

1.2 COORDINATION

- A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.
- B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

1.3 ACTION SUBMITTALS

A. Product Data Submittals: For each product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
2. Include anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.

B. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required.

1. Identify locations using room designations indicated.
2. Identify accessories using designations indicated.

1.4 INFORMATIONAL SUBMITTALS

A. Sample Warranty: For manufacturer's special warranties.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For accessories to include in maintenance manuals.

PART 2 - PRODUCTS

2.1 OWNER-FURNISHED MATERIALS

- A. Owner-Furnished Materials: As indicated on Drawings

2.2 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Structural Performance: Design accessories and fasteners to comply with the following requirements:
 - 1. Grab Bars: Installed units are able to resist **250 lbf (1112 N)** concentrated load applied in any direction and at any point.

2.3 PUBLIC-USE WASHROOM ACCESSORIES

- A. Source Limitations: Obtain each type of public-use washroom accessory from single source from single manufacturer.
- B. Acceptable manufacturers for all accessories, except where noted otherwise:
 - 1. Bobrick Washroom Equipment
 - 2. Bradley Corporation
 - 3. A&J Washroom Accessories
 - 4. American Specialties Inc
- C. Toilet Tissue (Roll) Dispenser owner provided; contractor installed
- D. Paper Towel Dispenser : owner provided; contractor installed
- E. Waste Receptacle owner provided
- F. Soap Dispenser : owner provided; contractor installed
- G. Grab Bar
 - 1. Mounting: Flanges with concealed fasteners.
 - 2. Material: Stainless steel, **0.05 inch (1.3 mm)** thick.
 - a. Finish: Smooth, ASTM A480/A480M No. 4 finish (satin) on ends and slip-resistant texture in grip area.
 - 3. OD: **1-1/4 inches (32 mm)**.
 - 4. Configuration and Length: As indicated on Drawings.
- H. Sanitary-Napkin and Tampon Vendor
 - 1. Basis of Design: ASI 0864 or equal

2. Mounting: Surface mounted.
3. Exposed Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).
4. Lockset: Tumbler type with separate lock and key for coin box.

I. Sanitary-Napkin Disposal Unit :

1. Basis of Design: ASI 20852 or equal
2. Mounting: Surface mounted.
3. Door or Cover: Self-closing, disposal-opening cover.
4. Receptacle: Removable.
5. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).

J. Mirror Unit – Above Lavatory

1. Basis of Design: ASI 0600-C1830 or equal
2. 18 inches x 30 inches Stainless Steel type 304 with #8 Finish

2.4 UNDERLAVATORY GUARDS

A. Underlavatory Guard

1. Basis of Design: IPS Corporation TrueBro Lab Guard 102EZ or equal.
2. Material and Finish: Antimicrobial, molded plastic, white.

2.5 CUSTODIAL ACCESSORIES

A. Source Limitations: Obtain each type of custodial accessory from single source from single manufacturer.

B. Custodial Mop and Broom Holder

1. Basis of Design: ASI 1315-4 or equal.
2. Length: 36 inches (914 mm).
3. Hooks: Three.
4. Mop/Broom Holders: Four spring-loaded, rubber hat, cam type.
5. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).
 - a. Shelf: Not less than nominal 0.05-inch- (1.3-mm-) thick stainless steel.
 - b. Rod: Approximately 3/8-inch- (6-mm-) diameter stainless steel.

2.6 MATERIALS

- A. Stainless Steel: ASTM A240/A240M or ASTM A666, Type 304, 0.031-inch- (0.8-mm-) minimum nominal thickness unless otherwise indicated.
- B. Brass: ASTM B19, flat products; ASTM B16/B16M, rods, shapes, forgings, and flat products with finished edges; or ASTM B30, castings.

- C. Steel Sheet: ASTM A1008/A1008M, Designation CS (cold rolled, commercial steel), 0.036-inch-(0.9-mm-) minimum nominal thickness.
- D. Galvanized-Steel Sheet: ASTM A653/A653M, with G60 (Z180) hot-dip zinc coating.
- E. Galvanized-Steel Mounting Devices: ASTM A153/A153M, hot-dip galvanized after fabrication.
- F. Fasteners: Screws, bolts, and other devices of same material as accessory unit, unless otherwise recommended by manufacturer or specified in this Section, and tamper and theft resistant where exposed, and of stainless or galvanized steel where concealed.
- G. Chrome Plating: ASTM B456, Service Condition Number SC 2 (moderate service).
- H. Mirrors: ASTM C1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.

2.7 FABRICATION

- A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.
- B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install accessories in accordance with manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
 - 1. Remove temporary labels and protective coatings.
- B. Grab Bars: Install to comply with specified structural-performance requirements.

3.2 ADJUSTING AND CLEANING

- A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.
- B. Clean and polish exposed surfaces in accordance with manufacturer's written instructions.

END OF SECTION 102800

SECTION 104413 - FIRE PROTECTION CABINETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fire-protection cabinets for the following:
 - a. Portable fire extinguisher.

B. Related Requirements:

1. Section 104416 "Fire Extinguishers" for portable, hand-carried fire extinguishers accommodated by fire-protection cabinets.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Show door hardware, cabinet type, trim style, and panel style. Include roughing-in dimensions and details showing recessed-, semirecessed-, or surface-mounting method and relationships of box and trim to surrounding construction.

B. Shop Drawings: For fire-protection cabinets.

1. Include plans, elevations, sections, details, and attachments to other work.

C. Samples: For each type of exposed finish required.

D. Product Schedule: For fire-protection cabinets. Indicate whether recessed, semirecessed, or surface mounted. Coordinate final fire-protection cabinet schedule with fire-extinguisher schedule to ensure proper fit and function.

1.3 CLOSEOUT SUBMITTALS

A. Maintenance Data: For fire-protection cabinets to include in maintenance manuals.

1.4 COORDINATION

- A. Coordinate size of fire-protection cabinets to ensure that type and capacity of fire extinguishers indicated are accommodated.
- B. Coordinate sizes and locations of fire-protection cabinets with wall depths.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain fire-protection cabinets, accessories, and fire extinguishers from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Fire-Protection Cabinets: Listed and labeled to comply with requirements in ASTM E814 for fire-resistance rating of walls where they are installed.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.3 FIRE-PROTECTION CABINET

- A. Manufacturers
 - 1. JL Industries
 - 2. Larsens Manufacturing
 - 3. Nystrom
 - 4. Williams Brothers
- B. Fire-Protection Cabinet Type: Suitable for fire extinguisher.
- C. Cabinet Construction: Nonrated.
 - 1. Fire-Rated Cabinets: Construct fire-rated cabinets with double walls fabricated from 0.043-inch- (1.09-mm-) thick cold-rolled steel sheet lined with minimum 5/8-inch- (16-mm-) thick fire-barrier material. Provide factory-drilled mounting holes.
- D. Cabinet Material: Stainless steel sheet.
 - 1. Shelf: Same metal and finish as cabinet.
- E. Semirecessed Cabinet: One-piece combination trim and perimeter door frame overlapping surrounding wall surface, with exposed trim face and wall return at outer edge (backbend).
 - 1. Rolled-Edge Trim: 4-inch (102-mm) backbend depth.
- F. Cabinet Trim Material: Stainless steel sheet.
- G. Door Material: Stainless steel sheet.
- H. Door Style: Vertical duo panel with frame.
- I. Door Glazing: Acrylic sheet.
- J. Door Hardware: Manufacturer's standard door-operating hardware of proper type for cabinet type, trim style, and door material and style indicated.

1. Provide manufacturer's standard.
2. Provide continuous hinge, of same material and finish as trim,, permitting door to open 180 degrees.

K. Accessories:

1. Mounting Bracket: Manufacturer's standard steel, designed to secure fire extinguisher to fire-protection cabinet, of sizes required for types and capacities of fire extinguishers indicated, with plated or baked-enamel finish.
2. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as directed by Architect.
 - a. Identify fire extinguisher in fire-protection cabinet with the words "FIRE EXTINGUISHER."
 - 1) Location: Applied to cabinet door.
 - 2) Application Process: Silk-screened.
 - 3) Lettering Color: Red.
 - 4) Orientation: Vertical.

L. Materials:

1. Stainless Steel: ASTM A240/A240M or ASTM A666, Type 304.
 - a. Finish: ASTM A480/A480M No. 4 directional satin finish,.
2. Transparent Acrylic Sheet: ASTM D4802, Category A-1 (cell-cast sheet), 3 mm thick, with Finish 1 (smooth or polished).

2.4 FABRICATION

- A. Fire-Protection Cabinets: Provide manufacturer's standard box (tub) with trim, frame, door, and hardware to suit cabinet type, trim style, and door style indicated.
1. Weld joints and grind smooth.
 2. Miter corners and grind smooth.
 3. Provide factory-drilled mounting holes.
 4. Prepare doors and frames to receive locks.
 5. Install door locks at factory.
- B. Cabinet Doors: Fabricate doors according to manufacturer's standards, from materials indicated and coordinated with cabinet types and trim styles.
1. Fabricate door frames with tubular stiles and rails and hollow-metal design, minimum 1/2 inch (13 mm) thick.
 2. Fabricate door frames of one-piece construction with edges flanged.
 3. Miter and weld perimeter door frames and grind smooth.
- C. Cabinet Trim: Fabricate cabinet trim in one piece with corners mitered, welded, and ground smooth.

2.5 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's AMP 500, "Metal Finishes Manual for Architectural and Metal Products," for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces of fire-protection cabinets from damage by applying a strippable, temporary protective covering before shipping.
- C. Finish fire-protection cabinets after assembly.
- D. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine walls and partitions for suitable framing depth and blocking where recessed and semirecessed cabinets will be installed.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare recesses for semirecessed fire-protection cabinets as required by type and size of cabinet and trim style.

3.3 INSTALLATION OF FIRE-PROTECTION CABINETS

- A. General: Install fire-protection cabinets in locations and at mounting heights indicated on Drawings
- B. Fire-Protection Cabinets: Fasten cabinets to structure, square and plumb.
 - 1. Unless otherwise indicated, provide recessed fire-protection cabinets. If wall thickness is inadequate for recessed cabinets, provide semirecessed fire-protection cabinets.
 - 2. Provide inside latch and lock for break-glass panels.
 - 3. Fasten mounting brackets to inside surface of fire-protection cabinets, square and plumb.
 - 4. Fire-Rated Cabinets:
 - a. Install cabinet with not more than 1/16-inch (1.6-mm) tolerance between pipe OD and knockout OD. Center pipe within knockout.
 - b. Seal through penetrations with firestopping sealant as specified in Section 078413 "Penetration Firestopping."

3.4 ADJUSTING AND CLEANING

- A. Remove temporary protective coverings and strippable films, if any, as fire-protection cabinets are installed unless otherwise indicated in manufacturer's written installation instructions.
- B. Adjust fire-protection cabinet doors to operate easily without binding. Verify that integral locking devices operate properly.
- C. On completion of fire-protection cabinet installation, clean interior and exterior surfaces as recommended by manufacturer.
- D. Touch up marred finishes, or replace fire-protection cabinets that cannot be restored to factory-finished appearance. Use only materials and procedures recommended or furnished by fire-protection cabinet and mounting bracket manufacturers.
- E. Replace fire-protection cabinets that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 104413

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SECTION 104416 - FIRE EXTINGUISHERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes portable, hand-carried fire extinguishers and mounting brackets for fire extinguishers.
- B. Related Requirements:
 - 1. Section 104413 "Fire Protection Cabinets."

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include rating and classification, material descriptions, dimensions of individual components and profiles, and finishes for fire extinguisher and mounting brackets.
- B. Product Schedule: For fire extinguishers. Coordinate final fire-extinguisher schedule with fire-protection cabinet schedule to ensure proper fit and function.

1.3 INFORMATIONAL SUBMITTALS

- A. Warranty: Sample of special warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For fire extinguishers to include in maintenance manuals.

1.5 COORDINATION

- A. Coordinate type and capacity of fire extinguishers with fire-protection cabinets to ensure fit and function.

1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace fire extinguishers that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Failure of hydrostatic test according to NFPA 10 when testing interval required by NFPA 10 is within the warranty period.

- b. Faulty operation of valves or release levers.
- 2. Warranty Period: Six years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."
- B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.

2.2 PORTABLE, HAND-CARRIED FIRE EXTINGUISHERS

- A. Fire Extinguishers: Type, size, and capacity for each fire-protection cabinet and mounting bracket indicated.
- B. Acceptable manufacturers include, but are not limited to:
 - 1. JL Industries
 - 2. Larsens Manufacturing
 - 3. Williams Brothers
 - 4. Kidde Commercial Division
 - 5. Guardrian Fire Equipment
- C. Source Limitations: Obtain fire extinguishers, fire-protection cabinets, and accessories, from single source from single manufacturer.
- D. Valves: Manufacturer's standard.
- E. Handles and Levers: Manufacturer's standard.
- F. Instruction Labels: Include pictorial marking system complying with NFPA 10, Appendix B.
- G. Multipurpose Dry-Chemical Type in Steel Container UL-rated 4-A:60-B:C, 10-lb (4.5-kg) nominal capacity, with monoammonium phosphate-based dry chemical in enameled-steel container.

2.3 MOUNTING BRACKETS

- A. Mounting Brackets: Manufacturer's standard galvanized steel, designed to secure fire extinguisher to wall or structure, of sizes required for types and capacities of fire extinguishers indicated, with plated or black baked-enamel finish.
 - 1. Source Limitations: Obtain mounting brackets and fire extinguishers from single source from single manufacturer.

- B. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as indicated by Architect.
 - 1. Identify bracket-mounted fire extinguishers with the words "FIRE EXTINGUISHER" in red letter decals applied to mounting surface.
 - a. Orientation: Vertical.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine fire extinguishers for proper charging and tagging.
 - 1. Remove and replace damaged, defective, or undercharged fire extinguishers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Install fire extinguishers and mounting brackets in locations indicated and in compliance with requirements of authorities having jurisdiction.
- B. Mounting Brackets: Fasten mounting brackets to surfaces, square and plumb, at locations indicated on Drawings.

END OF SECTION 104416

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SECTION 122113 - HORIZONTAL LOUVER BLINDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Horizontal louver blinds, aluminum slats.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood blocking and grounds for mounting horizontal louver blinds and accessories.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Horizontal louver blinds, aluminum slats.

B. Product Data Submittals: For each product.

1. Construction details, material descriptions, dimensions of individual components and profiles, and finishes.

C. Shop Drawings: For horizontal louver blinds.

1. Fabrication and installation details.

D. Samples for Initial Selection: Manufacturer's standard color sheets, showing full range of available colors for each type and color of horizontal louver blind.

1. Include Samples of accessories involving color selection.

E. Samples for Verification: Actual sample of finished products for each type and color of horizontal louver blind.

1. Size: Manufacturers' standard size.

F. Product Schedule: For horizontal louver blinds. Use same designations indicated on Drawings.

1.3 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For horizontal louver blinds.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Extra Stock Material: Furnish extra materials, from the same production run, to Owner that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Horizontal Louver Blinds: Full-size units equal to 5 percent of quantity installed for each size, color, texture, pattern, and gloss indicated, but no fewer than two units. Include brackets.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver horizontal louver blinds in factory packages, marked with manufacturer, product name, and location of installation, using same designations indicated on Drawings.

1.6 FIELD CONDITIONS

- A. Environmental Limitations: Do not install horizontal louver blinds until construction and wet-work and finish work in spaces, including painting, is complete and dry and ambient temperature and humidity conditions are maintained at levels indicated for Project when occupied for its intended use.
- B. Field Measurements: Where horizontal louver blinds are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Allow clearances for operating hardware of operable glazed units through entire operating range. Notify Architect of installation conditions that vary from Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain horizontal louver blinds from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

2.3 HORIZONTAL LOUVER BLINDS, ALUMINUM SLATS

- A. Acceptable Manufacturers include, but are not limited to:
 - 1. Hunter-Douglas
 - 2. Levolor
 - 3. SWFContract
- B. Slats: Aluminum; alloy and temper recommended by producer for type of use and finish indicated; with crowned profile and radius corners.

1. Width: 1 inch (25 mm).
 2. Thickness: Manufacturer's standard.
 3. Spacing: Manufacturer's standard.
 4. Finish: Ionized antistatic, dust-repellent, baked polyester finish.
 5. Features:
 - a. Privacy Slats: Manufacturer's standard privacy slats with no inner lift-cord route holes or with minimum size inner lift-cord route holes located near back (outside) edge of slat to maximize slat overlap and minimize light gaps between slats.
- C. Ladders: Evenly spaced across headrail at spacing that prevents long-term slat sag.
1. Type: Braided cord.
- D. Headrail: Formed steel or extruded aluminum; long edges returned or rolled. Headrails fully enclose control mechanisms on three sides.
1. Capacity: One blind(s) per headrail unless otherwise indicated.
 2. Ends: Manufacturer's standard.
- E. Manual Cordless Operation:
1. Lift Mechanism: Manufacturer's standard lift- or tension-control mechanism that allows blinds to be raised or lowered into position by manually pushing the bottom rail up or pulling it down.
 2. Lift Operator: Plastic lip on bottom rail for manually raising/lowering blinds.
 3. Tilt Mechanism: Enclosed worm-gear mechanism and linkage rod that adjusts ladders.
 4. Tilt Position:
 - a. Full.
 - b. Two-direction, positive stop or lockout limited at an angle of 80 degrees from horizontal, both directions.
 5. Tilt Operator: Clear-plastic wand.
 6. Tilt Over-Rotation Protection: Manufacturer's detachable operator or slip clutch to prevent over-rotation of gear.
 7. Tilt-Operator Length: 36 inches (914 mm).
 8. Tilt-Operator Location: Manufacturer's standard unless otherwise indicated.
- F. Bottom Rail: Formed-steel or extruded-aluminum tube that secures and protects ends of ladders and inner lift cords and has plastic- or metal-capped ends.
1. Type: Manufacturer's standard.
- G. Integrated Headrail/Valance: Curved face.
- H. Valance: Manufacturer's standard.
- I. Mounting Brackets: With spacers and shims required for blind placement and alignment indicated.

1. Type: As indicated based on installation location.
 2. Intermediate Support: Provide intermediate support brackets to produce support spacing recommended by horizontal louver blind manufacturer for weight and size of blind.
- J. Hold-Down Brackets and Hooks or Pins: Manufacturer's standard.
- K. Side Channels and Perimeter Light Gap Seals: Manufacturer's standard.
- L. Colors, Textures, Patterns, and Gloss:
1. Slats: As selected by Architect from manufacturer's full range.
 2. Components: Provide rails, ladders, and materials exposed to view matching or coordinating with slat color unless otherwise indicated.

2.4 FABRICATION OF HORIZONTAL LOUVER BLINDS

- A. Unit Sizes: Fabricate units in sizes to fill window and other openings as follows, measured at **74 deg F (23 deg C)**:
1. Between (Inside) Jamb Installation: Width equal to jamb-to-jamb dimension of opening in which blind is installed less **1/4 inch (6 mm)** per side or **1/2 inch (13 mm)** total, plus or minus **1/8 inch (3.1 mm)**. Length equal to head-to-sill dimension of opening in which blind is installed less **1/4 inch (6 mm)**, plus or minus **1/8 inch (3.1 mm)**.
 2. Outside of Jamb Installation: Width and length as indicated, with terminations between blinds of end-to-end installations at centerlines of mullion or other defined vertical separations between openings.
- B. Concealed Components: Noncorrodible or corrosion-resistant-coated materials.
1. Lift-and-Tilt Mechanisms: With permanently lubricated moving parts.
- C. Mounting Brackets: Designed for removal and reinstallation of blind without damaging blind and adjacent surfaces, for supporting blind components, and for bracket positions and blind mounting method indicated.
- D. Installation Fasteners: No fewer than two fasteners per bracket, fabricated from metal noncorrosive to brackets and adjoining construction; type designed for securing to supporting substrate; and supporting blinds and accessories under conditions of normal use.
- E. Color-Coated Finish:
1. Metal: For components exposed to view, unless anodized or plated finish is indicated, apply manufacturer's standard baked finish complying with manufacturer's written instructions for surface preparation including pretreatment, application, baking, and minimum dry film thickness.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, operational clearances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF HORIZONTAL LOUVER BLINDS

- A. Install horizontal louver blinds level and plumb, aligned and centered on openings, and aligned with adjacent units in accordance with manufacturer's written instructions.
 - 1. Locate so exterior slat edges are not closer than **1 inch (25 mm)** from interior faces of glass and not closer than **1/2 inch (13 mm)** from interior faces of glazing frames through full operating ranges of blinds.
 - 2. Install mounting brackets to prevent deflection of headrails.
 - 3. Install with clearances that prevent interference with adjacent blinds, adjacent construction, and operating hardware of glazed openings, other window treatments, and similar building components and furnishings.

3.3 ADJUSTING

- A. Adjust horizontal louver blinds to operate free of binding or malfunction through full operating ranges.

3.4 CLEANING AND PROTECTION

- A. Clean horizontal louver blind surfaces after installation in accordance with manufacturer's written instructions.
- B. Provide final protection and maintain conditions in a manner acceptable to manufacturer and Installer that ensures that horizontal louver blinds are without damage or deterioration at time of Substantial Completion.
- C. Replace damaged horizontal louver blinds that cannot be repaired in a manner approved by Architect before time of Substantial Completion.

END OF SECTION 122113

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SECTION 123216 - MANUFACTURED PLASTIC-LAMINATE-CLAD CASEWORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plastic-laminate-clad casework.
2. Hardware and accessories.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood blocking for anchoring casework.
2. Section 096513 "Resilient Base and Accessories" for resilient base applied to plastic-laminate-clad casework.
3. Section 123623.13 "Plastic-Laminate-Clad Countertops."

1.2 DEFINITIONS

- A. Definitions in the AWI/AWMAC/WT's "Architectural Woodwork Standards" apply to the Work of this Section.

1.3 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that casework can be supported and installed as indicated.

1.4 ACTION SUBMITTALS

A. Product Data:

1. Plastic-laminate-clad casework.
2. Hardware and accessories.

B. Shop Drawings: For plastic-laminate-clad casework.

1. Include plans, elevations, sections, and attachments to other work including blocking and reinforcements required for installation.
2. Indicate types and sizes of casework.
3. Indicate manufacturer's catalog numbers for casework.
4. Show fabrication details, including types and locations of hardware.
5. Indicate locations of and clearances from adjacent walls, doors, windows, other building components, and equipment.

6. Apply AWI's Quality Certification Program label to Shop Drawings.

C. Samples for Verification: For the following:

1. Plastic Laminates: 8 by 10 inches (200 by 250 mm), for each type, color, pattern, and surface finish required.
2. Thermally Fused Laminate Panels: 8 by 10 inches (200 by 250 mm), for each color, pattern, and surface finish.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For casework manufacturer and Installer.
- B. Sample Warranty: For special warranty.
- C. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

- A. Quality Standard Compliance Certificates: AWI's Quality Certification Program certificates.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect finished surfaces during handling and installation with protective covering of polyethylene film or other suitable material.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install casework until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels planned for building occupants during remainder of construction period. Maintain temperature and relative humidity during remainder of construction period in range recommended for Project location by the AWI/AWMAC/WI's "Architectural Woodwork Standards."
- B. Established Dimensions: Where casework is indicated to fit to other construction, establish dimensions for areas where casework is to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.
- C. Field Measurements: Where casework is indicated to fit to existing construction, verify dimensions of existing construction by field measurements before fabrication and indicate measurements on Shop Drawings. Provide fillers and scribes to allow for trimming and fitting.
- D. Locate concealed framing, blocking, and reinforcements that support casework by field measurements before enclosing them, and indicate measurements on Shop Drawings.

1.9 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of casework that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Delamination of components or other failures of glue bond.
 - b. Warping of components.
 - c. Failure of operating hardware.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR CASEWORK

- A. Quality Standard: Unless otherwise indicated, comply with the AWI/AWMAC/WT's "Architectural Woodwork Standards" for grades of casework indicated for construction, finishes, installation, and other requirements.
 - 1. Grade: Custom.
 - 2. Provide labels and certificates from AWI certification program indicating that casework complies with requirements of grades specified.
- B. Product Designations:
 - 1. Drawings indicate sizes, configurations, and finish materials of manufactured plastic-laminate-clad casework by referencing designated manufacturer's catalog numbers. Other manufacturers' casework of similar sizes and door and drawer configurations, of same finish materials, and complying with the Specifications may be considered. See Section 016000 "Product Requirements."
 - 2. Drawings indicate configurations of manufactured plastic-laminate-clad casework by referencing designations of Casework Design Series numbering system in the Appendix of the AWI/AWMAC/WT's "Architectural Woodwork Standards."

2.2 PLASTIC-LAMINATE-CLAD CASEWORK

- A. Northside Millwork
- B. Stevens Industries
- C. TMI Systems Design CorporationSource Limitations: Obtain from single source from single manufacturer.
- D. Design: Frameless cabinet construction with the following door and drawer-front style:
 - 1. Flush overlay.

E. Grain Direction for Wood-Grain Plastic Laminate:

1. Doors: Vertical with continuous vertical matching.
2. Drawer Fronts: Vertical with continuous vertical matching.
3. Face Frame Members: Lengthwise.
4. End Panels: Vertical.
5. Bottoms and Tops of Units: Side to side.
6. Knee Space Panels: Vertical.
7. Aprons: Horizontal.

F. Exposed Materials:

1. Plastic-Laminate Grade: VGS.
 - a. Colors and Patterns: As selected by Architect from manufacturer's full range.
2. Edgebanding: PVC.
 - a. PVC Edgebanding Color: As selected by Architect from casework manufacturer's full range.

G. Semiexposed Materials:

1. Thermally Fused Laminate (TFL) Panels: Provide thermally fused laminate panels for semiexposed surfaces unless otherwise indicated.
 - a. Colors and Patterns: As selected by Architect from manufacturer's full range.
 - b. Provide plastic laminate of same grade as exposed surfaces for interior faces of doors and drawer fronts and other locations where opposite side of component is exposed.
2. Hardboard: Use only for cabinet backs where exterior side of back is not exposed.
3. Unless otherwise indicated, provide specified edgebanding on all semiexposed edges.

H. Concealed Materials:

1. Plywood: Hardwood plywood.
2. Plastic Laminate: Grade VGS.
3. Particleboard.
4. MDF.

2.3 HARDWARE AND ACCESSORIES

A. Hardware: Unless otherwise indicated, provide manufacturer's standard satin-finish, commercial-quality, heavy-duty hardware.

1. Use threaded metal or plastic inserts with machine screws for fastening to particleboard except where hardware is through-bolted from back side.

B. Frameless Concealed Hinges (European Type): ANSI/BHMA A156.9, Type B01602. Provide two hinges for doors less than 48 inches (1220 mm) high, and provide three hinges for doors more than 48 inches (1220 mm) high.

1. Degrees of Opening: 135 degrees.
- C. Wire Pulls: Solid aluminum wire pulls, fastened from back with two screws.
 1. Provide two pulls for drawers more than 24 inches (600 mm) wide.
- D. Semirecessed Pulls: Plastic. For sliding doors, provide recessed plastic flush-pulls. Provide two pulls for drawers more than 24 inches (600 mm) wide.
- E. Door and Drawer Bumpers: Self-adhering, clear silicone rubber.
 1. Doors: Provide one bumper at top and bottom of closing edge of each swinging door.
 2. Drawers: Provide one bumper on back side of drawer front at each corner.
- F. Drawer Slides: ANSI/BHMA A156.9.
 1. Manufacturer's standard.
 2. Heavy Duty (Grade 1HD-100): Side mount.
 - a. Type: Full extension.
 - b. Material: Zinc-plated steel slides.
 - c. Motion Feature: Soft close dampener.
 3. General-purpose drawers; provide 100 lb (45 kg) load capacity.
 4. File drawers; provide 150 lb (45 kg) load capacity.
- G. Drawer and Hinged-Door Locks: Cylindrical (cam) type, five-pin tumbler, brass with chrome-plated finish, and complying with ANSI/BHMA A156.11, Grade 1.
 1. Provide a minimum of two keys per lock and six master keys.
 2. Provide locks where indicated.

2.4 MATERIALS

- A. Maximum Moisture Content for Lumber: 7 percent for hardwood and 12 percent for softwood.
- B. Hardwood Plywood: HPVA HP-1, particleboard core except where veneer core is indicated.
- C. Softwood Plywood: DOC PS 1.
- D. Particleboard: ANSI A208.1, Grade M-2.
- E. MDF: Medium-density fiberboard, ANSI A208.2, Grade 130.
- F. Hardboard: ANSI A135.4, Class 1 tempered.
- G. Plastic Laminate: High-pressure decorative laminate complying with ISO 4586-3.
 1. Wilsonart
 2. Formica

3. Nevamar
 4. ArboriteSource Limitations: Obtain from single source from single manufacturer.
- H. PVC Edgebanding for Plastic Laminate: Rigid PVC extrusions, through color with satin finish, 3.0 mm thick at doors and drawer fronts, 1.0 mm thick elsewhere.
- I. Thermally Fused Laminate Panels: Particleboard or MDF finished with thermally fused, melamine-impregnated decorative paper.
1. Edgebanding for Thermally Fused Laminate (TFL) Panels: PVC or polyester edgebanding matching thermally fused laminate panels.

2.5 FABRICATION

- A. Plastic-Laminate-Clad Cabinet Construction: As required by referenced quality standard, but not less than the following:
1. Bottoms and Ends of Cabinets, and Tops of Wall Cabinets and Tall Cabinets: 3/4-inch (19-mm) particleboard.
 2. Shelves: 3/4-inch- (19-mm-) thick particleboard.
 3. Backs of Casework: 1/2-inch- (13-mm-) thick particleboard or MDF where exposed, 1/4-inch- (6.4-mm-) thick hardboard dadoed into sides, bottoms, and tops where not exposed.
 4. Drawer Fronts: 3/4-inch (19-mm) particleboard.
 5. Drawer Sides and Backs: 1/2-inch- (13-mm-) thick solid-wood or veneer-core hardwood plywood, with glued dovetail or multiple-dowel joints.
 6. Drawer Bottoms: 1/4-inch- (6.4-mm-) thick hardwood plywood glued and dadoed into front, back, and sides of drawers. Use 1/2-inch (13-mm) material for drawers more than 24 inches (600 mm) wide.
 7. Drawer Bodies: Steel drawer pans formed from 0.0359-inch- (0.9-mm-) thick metal, metallic phosphate treated, and finished with manufacturer's standard two-coat, baked-enamel finish consisting of prime coat and thermosetting topcoat with a minimum dry film thickness of 1 mil (0.025 mm) for topcoat and 2 mils (0.05 mm) for system.
 8. Cabinet Doors:
 - a. 48 Inches (1220 mm) High or Less: 3/4 inch (19 mm) thick, with particleboard or MDF cores.
 - b. 48 Inches (1220 mm) or More in Height: 1-1/8 inches (29 mm) thick, with particleboard cores.
- B. Filler Strips: Provide as needed to close spaces between casework and walls, ceilings, and equipment. Fabricate from same material and with same finish as casework.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances, location of framing and reinforcements, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Grade: Install casework to comply with same quality standard grade as item to be installed.
- B. Install casework level, plumb, and true in line; shim as required using concealed shims. Where casework abuts other finished work, apply filler strips and scribe for accurate fit, with fasteners concealed where practical.
- C. Base Cabinets: Set cabinets straight, level, and plumb. Adjust subtops within 1/16 inch (1.5 mm) of a single plane. Align similar adjoining doors and drawers to a tolerance of 1/16 inch (1.5 mm). Bolt adjacent cabinets together with joints flush, tight, and uniform.
- D. Wall Cabinets: Hang cabinets straight, level, and plumb. Adjust fronts and bottoms within 1/16 inch (1.5 mm) of a single plane. Fasten cabinets to hanging strips, masonry, framing, wood blocking, or reinforcements in walls and partitions. Align similar adjoining doors to a tolerance of 1/16 inch (1.5 mm).
- E. Fasten casework to adjacent units and to masonry, framing, wood blocking, or reinforcements in walls and partitions to comply with the AWI/AWMAC/WT's "Architectural Woodwork Standards."
- F. Install hardware uniformly and precisely. Set hinges snug and flat in mortises unless otherwise indicated. Adjust and align hardware so moving parts operate freely and contact points meet accurately. Allow for final adjustment after installation.
- G. Adjust operating hardware so doors and drawers operate smoothly without warp or bind. Lubricate operating hardware as recommended by manufacturer.

3.3 CLEANING

- A. Repair or remove and replace defective work as directed on completion of installation.
- B. Clean finished surfaces, touch up as required, and remove or refinish damaged or soiled areas to match original factory finish, as approved by Architect.

END OF SECTION 123216

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SECTION 123661.16 - SOLID SURFACING COUNTERTOPS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Solid surface material countertops.
2. Solid surface material backsplashes.
3. Solid surface material end splashes.

1.2 ACTION SUBMITTALS

A. Product Data: For countertop materials.

B. Shop Drawings: For countertops. Show materials, finishes, edge and backsplash profiles, methods of joining, and cutouts for plumbing fixtures.

1. Show locations and details of joints.
2. Show direction of directional pattern, if any.

C. Samples for Verification: For the following products:

1. Each solid surface material, 6 inches (150 mm) square.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For fabricator.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For solid surface material countertops to include in maintenance manuals. Include Product Data for care products used or recommended by Installer and names, addresses, and telephone numbers of local sources for products.

1.5 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate countertops similar to that required for this Project, and whose products have a record of successful in-service performance.

B. Installer Qualifications: Fabricator of countertops.

1.6 FIELD CONDITIONS

- A. Field Measurements: Verify dimensions of countertops by field measurements before countertop fabrication is complete.

1.7 COORDINATION

- A. Coordinate locations of utilities that will penetrate countertops or backsplashes.

PART 2 - PRODUCTS

2.1 SOLID SURFACE COUNTERTOP MATERIALS

- A. Solid Surface Material: Homogeneous-filled plastic resin complying with ISFA 2-01.
 - 1. Acceptable Manufacturers include, but are not limited to:
 - a. DuPont / Corian
 - b. 3Form
 - c. Durant
 - d. Lumicor
 - 2. Type: Provide Standard type unless Special Purpose type is indicated.
 - 3. Colors and Patterns: As selected by Architect from manufacturer's full range.
- B. Particleboard: ANSI A208.1, Grade M-2.
- C. Plywood: Exterior softwood plywood complying with DOC PS 1, Grade C-C Plugged, touch sanded.

2.2 FABRICATION

- A. Countertop Configuration:
 - 1. Front: Straight, slightly eased at top.
 - 2. Backsplash: Straight, slightly eased at corner.
 - 3. End Splash: Matching backsplash.
- B. Countertops:
 - 1. ~~1/2-inch-~~ (12.7-mm-) thick, solid surface material with front edge built up with same material.
- C. Backsplashes: ~~3/4-inch-~~ (19-mm-) thick, solid surface material.
- D. Fabricate tops with shop-applied edges and backsplashes unless otherwise indicated. Comply with solid surface material manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.
 - 1. Fabricate with loose backsplashes for field assembly.

2. Install integral sink bowls in countertops in the shop.

E. Joints:

1. Fabricate countertops without joints.
2. Fabricate countertops in sections for joining in field.
 - a. Joint Locations: Not within **18 inches (450 mm)** of a sink or cooktop and not where a countertop section less than **36 inches (900 mm)** long would result, unless unavoidable.

F. Cutouts and Holes:

1. Undercounter Plumbing Fixtures: Make cutouts for fixtures in shop using template or pattern furnished by fixture manufacturer. Form cutouts to smooth, even curves.
 - a. Provide vertical edges, slightly eased at juncture of cutout edges with top and bottom surfaces of countertop and projecting **3/16 inch (5 mm)** into fixture opening.
 - b. Provide vertical edges, rounded to **3/8-inch (10-mm)** radius at juncture of cutout edges with top surface of countertop, slightly eased at bottom, and projecting **3/16 inch (5 mm)** into fixture opening.
 - c. Provide **3/4-inch (20-mm)** full bullnose edges projecting **3/8 inch (10 mm)** into fixture opening.
2. Counter-Mounted Plumbing Fixtures: Prepare countertops in shop for field cutting openings for counter-mounted fixtures. Mark tops for cutouts and drill holes at corners of cutout locations. Make corner holes of largest radius practical.
3. Fittings: Drill countertops in shop for plumbing fittings, undercounter soap dispensers, and similar items.

2.3 INSTALLATION MATERIALS

- A. Adhesive: Product recommended by solid surface material manufacturer.
- B. Sealant for Countertops: Comply with applicable requirements in Section 079200 "Joint Sealants."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates to receive solid surface material countertops and conditions under which countertops will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of countertops.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install countertops level to a tolerance of **1/8 inch in 8 feet (3 mm in 2.4 m)**, **1/4 inch (6 mm)** maximum. Do not exceed **1/64-inch (0.4-mm)** difference between planes of adjacent units.
- B. Fasten countertops by screwing through corner blocks of base units into underside of countertop. Predrill holes for screws as recommended by manufacturer. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.
- C. Fasten subtops to cabinets by screwing through subtops into cornerblocks of base cabinets. Shim as needed to align subtops in a level plane.
- D. Secure countertops to subtops with adhesive according to solid surface material manufacturer's written instructions. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.
- E. Bond joints with adhesive and draw tight as countertops are set. Mask areas of countertops adjacent to joints to prevent adhesive smears.
 - 1. Install metal splines in kerfs in countertop edges at joints where indicated. Fill kerfs with adhesive before inserting splines and remove excess immediately after adjoining units are drawn into position.
 - 2. Clamp units to temporary bracing, supports, or each other to ensure that countertops are properly aligned and joints are of specified width.
- F. Install backsplashes and end splashes by adhering to wall and countertops with adhesive. Mask areas of countertops and splashes adjacent to joints to prevent adhesive smears.
- G. Complete cutouts not finished in shop. Mask areas of countertops adjacent to cutouts to prevent damage while cutting. Make cutouts to accurately fit items to be installed, and at right angles to finished surfaces unless beveling is required for clearance. Ease edges slightly to prevent snipping.
 - 1. Seal edges of cutouts in particleboard subtops by saturating with varnish.
- H. Apply sealant to gaps at walls; comply with Section 079200 "Joint Sealants."

END OF SECTION 123661.16

SECTION 22 05 13 - COMMON MOTOR REQUIREMENTS FOR PLUMBING 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 40 deg C and at altitude of 3300 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. Capacitor start, inductor run.
 - 4. Capacitor start, capacitor run.
- B. Multispeed Motors: Variable-torque, permanent-split-capacitor type.

- C. Bearings: Prelubricated, antifriction ball bearings or sleeve bearings suitable for radial and thrust loading.
- D. Motors 1/20 HP and Smaller: Shaded-pole type.
- E. 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 22 05 13

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SECTION 22 05 17 - SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sleeves.
2. Sleeve-seal systems.
3. Grout.

1.2 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 SLEEVES

- A. Cast-Iron Wall Pipes: Cast or fabricated of cast or ductile iron and equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.
- B. Galvanized-Steel Wall Pipes: ASTM A 53/A 53M, Schedule 40, with plain ends and welded steel collar; zinc coated.
- C. Galvanized-Steel-Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, with plain ends.
- D. PVC-Pipe Sleeves: ASTM D 1785, Schedule 40.
- E. Galvanized-Steel-Sheet Sleeves: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.

2.2 SLEEVE-SEAL SYSTEMS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Advance Products & Systems, Inc.
 2. CALPICO, Inc.
 3. Metraflex Company (The).
 4. Pipeline Seal and Insulator, Inc.
 5. Proco Products, Inc.

- B. Description: Modular sealing-element unit, designed for field assembly, for filling annular space between piping and sleeve.
 - 1. Sealing Elements: EPDM-rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 - 2. Pressure Plates: Stainless steel.
 - 3. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements.

2.3 GROUT

- A. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- B. Characteristics: Nonshrink; recommended for interior and exterior applications.
- C. Design Mix: 5000-psi, 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION

- A. Install sleeves for piping passing through penetrations in floors, partitions, roofs, and walls.
- B. For sleeves that will have sleeve-seal system installed, select sleeves of size large enough to provide 1-inch annular clear space between piping and concrete slabs and walls.
 - 1. Sleeves are not required for core-drilled holes.
- C. Install sleeves in concrete floors, concrete roof slabs, and concrete walls as new slabs and walls are constructed.
 - 1. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level.
 - 2. Using grout, seal the space outside of sleeves in slabs and walls without sleeve-seal system.
- D. Install sleeves for pipes passing through interior partitions.
 - 1. Cut sleeves to length for mounting flush with both surfaces.
 - 2. Install sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation.

3. Seal annular space between sleeve and piping or piping insulation; use joint sealants appropriate for size, depth, and location of joint. Comply with requirements for sealants specified in Section 079200 "Joint Sealants."
- E. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Comply with requirements for firestopping specified in Section 078413 "Penetration Firestopping."

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

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

3.3 SLEEVE AND SLEEVE-SEAL SCHEDULE

- A. Use sleeves and sleeve seals for the following piping-penetration applications:
 1. Exterior Concrete Walls above Grade:
 - a. Piping Smaller Than NPS 6: Galvanized-steel-pipe sleeves.
 - b. Piping NPS 6 and Larger: Galvanized-steel-pipe sleeves.
 2. Exterior Concrete Walls below Grade:
 - a. Piping Smaller Than NPS 6: Galvanized-steel-pipe sleeves with sleeve-seal system.
 - 1) Select sleeve size to allow for 1-inch annular clear space between piping and sleeve for installing sleeve-seal system.
 - b. Piping NPS 6 and Larger: Galvanized-steel-pipe sleeves with sleeve-seal system.
 - 1) Select sleeve size to allow for 1-inch annular clear space between piping and sleeve for installing sleeve-seal system.
 3. Concrete Slabs-on-Grade:
 - a. Piping Smaller Than NPS 6: Galvanized-steel-pipe sleeves with sleeve-seal system.
 - 1) Select sleeve size to allow for 1-inch annular clear space between piping and sleeve for installing sleeve-seal system.

- b. Piping NPS 6 and Larger: Galvanized-steel-pipe sleeves with sleeve-seal system]
[Galvanized-steel-pipe sleeves.
 - 1) Select sleeve size to allow for 1-inch annular clear space between piping and sleeve for installing sleeve-seal system.
- 4. Concrete Slabs above Grade:
 - a. Piping Smaller Than NPS 6 : Galvanized-steel-pipe sleeves.
 - b. Piping NPS 6 and Larger: Galvanized-steel-pipe sleeves.
- 5. Interior Partitions:
 - a. Piping Smaller Than NPS 6: Galvanized-steel-pipe sleeves.
 - b. Piping NPS 6 and Larger: Galvanized-steel-sheet sleeves.

END OF SECTION 22 05 17

SECTION 22 05 18 - ESCUTCHEONS FOR PLUMBING PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Escutcheons.
2. Floor plates.

1.2 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 ESCUTCHEONS

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

2.2 FLOOR PLATES

- A. One-Piece Floor Plates: Cast-iron flange.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install escutcheons for piping penetrations of walls, ceilings, and finished floors.
- B. Install escutcheons with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.
 1. Escutcheons for New Piping:
 - a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.

- b. Chrome-Plated Piping: One-piece, cast-brass type with polished, chrome-plated finish.
 - c. Insulated Piping: One-piece, stamped-steel type.
 - d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished, chrome-plated finish.
 - e. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, stamped-steel type.
 - f. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, cast-brass type with polished, chrome-plated finish.
 - g. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, stamped-steel type.
 - h. Bare Piping in Unfinished Service Spaces: One-piece, cast-brass type with polished, chrome-plated finish.
 - i. Bare Piping in Unfinished Service Spaces: One-piece, stamped-steel type.
 - j. Bare Piping in Equipment Rooms: One-piece, cast-brass type with polished, chrome-plated finish.
 - k. Bare Piping in Equipment Rooms: One-piece, stamped-steel type.
- C. Install floor plates for piping penetrations of equipment-room floors.
- D. Install floor plates with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.
- 1. New Piping: One-piece, floor-plate type.

3.2 FIELD QUALITY CONTROL

- A. Replace broken and damaged escutcheons and floor plates using new materials.

END OF SECTION 22 05 18

SECTION 22 05 23.12 - BALL VALVES FOR PLUMBING PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Bronze ball valves.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of valve.

1. Certification that products comply with NSF 61.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR VALVES

A. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.

B. ASME Compliance:

1. ASME B1.20.1 for threads for threaded end valves.
2. ASME B16.10 and ASME B16.34 for ferrous valve dimensions and design criteria.
3. ASME B16.18 for solder-joint connections.
4. ASME B31.9 for building services piping valves.

C. NSF Compliance: NSF 61 for valve materials for potable-water service.

D. Bronze valves shall be made with dezincification-resistant materials. Bronze valves made with copper alloy (brass) containing more than 15 percent zinc are not permitted.

E. Valve Pressure-Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.

F. Valve Sizes: Same as upstream piping unless otherwise indicated.

G. Valve Actuator Types:

1. Gear Actuator: For quarter-turn valves NPS 4 and larger.
2. Handlever: For quarter-turn valves smaller than NPS 4.

H. Valves in Insulated Piping:

1. Include 2-inch stem extensions.
2. Extended operating handles of nonthermal-conductive material and protective sleeves that allow operation of valves without breaking vapor seals or disturbing insulation.
3. Memory stops that are fully adjustable after insulation is applied.

2.2 BRONZE BALL VALVES

A. Two-Piece, Bronze Ball Valves with Full Port, and Bronze or Brass Trim:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Conbraco Industries, Inc.; Apollo Valves.
 - b. Crane Co.; Crane Valve Group; Crane Valves.
 - c. Hammond Valve.
 - d. Lance Valves; a division of Advanced Thermal Systems, Inc.
 - e. Milwaukee Valve Company.
 - f. NIBCO INC.
 - g. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
2. Description:
 - a. Standard: MSS SP-110.
 - b. CWP Rating: 600 psig.
 - c. Body Design: Two piece.
 - d. Body Material: Bronze.
 - e. Ends: Threaded and soldered.
 - f. Seats: PTFE.
 - g. Stem: Bronze or brass.
 - h. Ball: Chrome-plated brass.
 - i. Port: Full.

PART 3 - EXECUTION

3.1 VALVE INSTALLATION

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

3.2 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. If valves with specified CWP ratings are unavailable, the same types of valves with higher CWP ratings may be substituted.
- B. Select valves with the following end connections:
 - 1. For Copper Tubing, NPS 2 and Smaller: Threaded ends except where solder-joint valve-end option is indicated in valve schedules below.
 - 2. For Steel Piping, NPS 2 and Smaller: Threaded ends.

3.3 LOW-PRESSURE, COMPRESSED-AIR VALVE SCHEDULE (150 PSIG OR LESS)

- A. Pipe NPS 2 and Smaller:
 - 1. Bronze Valves: May be provided with solder-joint ends instead of threaded ends.
 - 2. Two-piece, bronze ball valves with full port and bronze or brass trim.

3.4 HIGH-PRESSURE, COMPRESSED-AIR VALVE SCHEDULE (150 TO 200 PSIG)

- A. Pipe NPS 2 and Smaller:
 - 1. Bronze Valves: May be provided with solder-joint ends instead of threaded ends.
 - 2. Two-piece, bronze ball valves with full port and bronze or brass trim.

3.5 DOMESTIC HOT- AND COLD-WATER VALVE SCHEDULE

- A. Pipe NPS 2 and Smaller:
 - 1. Bronze Valves: May be provided with solder-joint ends instead of threaded ends.
 - 2. Two-piece, bronze ball valves with port and bronze or brass trim.

END OF SECTION 22 05 23.12

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SECTION 22 05 23.14 - CHECK VALVES FOR PLUMBING PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Bronze swing check valves.
2. Iron swing check valves.
3. Iron swing check valves with closure control.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of valve.

1. Certification that products comply with NSF 61.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR VALVES

A. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.

B. ASME Compliance:

1. ASME B1.20.1 for threads for threaded end valves.
2. ASME B16.1 for flanges on iron valves.
3. ASME B16.10 and ASME B16.34 for ferrous valve dimensions and design criteria.
4. ASME B16.18 for solder joint.
5. ASME B31.9 for building services piping valves.

C. NSF Compliance: NSF 61 for valve materials for potable-water service.

D. Bronze valves shall be made with dezincification-resistant materials. Bronze valves made with copper alloy (brass) containing more than 15 percent zinc are not permitted.

E. Valve Pressure-Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.

F. Valve Sizes: Same as upstream piping unless otherwise indicated.

G. Valve Bypass and Drain Connections: MSS SP-45.

2.2 BRONZE SWING CHECK VALVES

A. Class 125, Bronze Swing Check Valves with Bronze Disc:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. American Valve, Inc.
 - b. Crane Co.; Crane Valve Group; Crane Valves.
 - c. Crane Co.; Crane Valve Group; Jenkins Valves.
 - d. Crane Co.; Crane Valve Group; Stockham Valves.
 - e. Hammond Valve.
 - f. Kitz Corporation.
 - g. The Macomb Groups.
 - h. Milwaukee Valve Company.
 - i. NIBCO INC.
 - j. Powell Valves.
 - k. Red-White Valve Corporation.
 - l. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
2. Description:
 - a. Standard: MSS SP-80, Type 3.
 - b. CWP Rating: 200 psig.
 - c. Body Design: Horizontal flow.
 - d. Body Material: ASTM B 62, bronze.
 - e. Ends: Threaded or soldered. See valve schedule articles.
 - f. Disc: Bronze.

B. Class 125, Bronze Swing Check Valves with Nonmetallic Disc:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Crane Co.; Crane Valve Group; Crane Valves.
 - b. Crane Co.; Crane Valve Group; Jenkins Valves.
 - c. Crane Co.; Crane Valve Group; Stockham Valves.
 - d. Hammond Valve.
 - e. Kitz Corporation.
 - f. Milwaukee Valve Company.
 - g. NIBCO INC.
 - h. Red-White Valve Corporation.
 - i. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
2. Description:
 - a. Standard: MSS SP-80, Type 4.
 - b. CWP Rating: 200 psig.
 - c. Body Design: Horizontal flow.

- d. Body Material: ASTM B 62, bronze.
- e. Ends: Threaded or soldered. See valve schedule articles.
- f. Disc: PTFE.

2.3 IRON SWING CHECK VALVES

A. Class 125, Iron Swing Check Valves with Metal Seats:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Crane Co.; Crane Valve Group; Crane Valves.
 - b. Crane Co.; Crane Valve Group; Jenkins Valves.
 - c. Crane Co.; Crane Valve Group; Stockham Valves.
 - d. Hammond Valve.
 - e. Kitz Corporation.
 - f. Legend Valve.
 - g. The Macomb Groups.
 - h. Milwaukee Valve Company.
 - i. NIBCO INC.
 - j. Powell Valves.
 - k. Red-White Valve Corporation.
 - l. Sure Flow Equipment Inc.
 - m. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
2. Description:
 - a. Standard: MSS SP-71, Type I.
 - b. CWP Rating: 200 psig.
 - c. Body Design: Clear or full waterway.
 - d. Body Material: ASTM A 126, gray iron with bolted bonnet.
 - e. Ends: Flanged or threaded. See valve schedule articles.
 - f. Trim: Bronze.
 - g. Gasket: Asbestos free.

B. Class 125, Iron Swing Check Valves with Nonmetallic-to-Metal Seats:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Crane Co.; Crane Valve Group; Crane Valves.
 - b. Crane Co.; Crane Valve Group; Stockham Valves.
2. Description:
 - a. Standard: MSS SP-71, Type I.
 - b. CWP Rating: 200 psig.
 - c. Body Design: Clear or full waterway.

- d. Body Material: ASTM A 126, gray iron with bolted bonnet.
- e. Ends: Flanged or threaded. See valve schedule articles.
- f. Trim: Composition.
- g. Seat Ring: Bronze.
- h. Disc Holder: Bronze.
- i. Disc: PTFE.
- j. Gasket: Asbestos free.

2.4 IRON SWING CHECK VALVES WITH CLOSURE CONTROL

A. Class 125, Iron Swing Check Valves with Lever- and Spring-Closure Control:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. NIBCO INC.
- 2. Description:
 - a. Standard: MSS SP-71, Type I.
 - b. CWP Rating: 200 psig.
 - c. Body Design: Clear or full waterway.
 - d. Body Material: ASTM A 126, gray iron with bolted bonnet.
 - e. Ends: Flanged or threaded. See valve schedule articles.
 - f. Trim: Bronze.
 - g. Gasket: Asbestos free.
 - h. Closure Control: Factory-installed exterior lever and spring.

B. Class 125, Iron Swing Check Valves with Lever and Weight-Closure Control:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Crane Co.; Crane Valve Group; Crane Valves.
 - b. Crane Co.; Crane Valve Group; Jenkins Valves.
 - c. Crane Co.; Crane Valve Group; Stockham Valves.
 - d. Hammond Valve.
 - e. Milwaukee Valve Company.
 - f. NIBCO INC.
 - g. Watts Regulator Co.; a division of Watts Water Technologies, Inc.
- 2. Description:
 - a. Standard: MSS SP-71, Type I.
 - b. CWP Rating: 200 psig.
 - c. Body Design: Clear or full waterway.
 - d. Body Material: ASTM A 126, gray iron with bolted bonnet.
 - e. Ends: Flanged or threaded. See valve schedule articles.

- f. Trim: Bronze.
- g. Gasket: Asbestos free.
- h. Closure Control: Factory-installed exterior lever and weight.

PART 3 - EXECUTION

3.1 VALVE INSTALLATION

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

3.2 ADJUSTING

- A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

3.3 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. If valve applications are not indicated, use the following:
 - 1. Pump-Discharge Check Valves:
 - a. NPS 2 and Smaller: Bronze swing check valves with bronze disc.
 - b. NPS 2-1/2 and Larger for Domestic Water: Iron swing check valves with lever and weight or spring; resilient-seat check valves.
 - c. NPS 2-1/2 and Larger for Sanitary Waste and Storm Drainage: Iron swing check valves with lever and weight or spring.
- B. If valves with specified CWP ratings are unavailable, the same types of valves with higher CWP ratings may be substituted.
- C. End Connections:
 - 1. For Copper Tubing, NPS 2 and Smaller: Threaded or soldered.
 - 2. For Copper Tubing, NPS 2-1/2 to NPS 4: Flanged or threaded.
 - 3. For Copper Tubing, NPS 5: and Larger: Flanged.
 - 4. For Steel Piping, NPS 2 and Smaller: Threaded.
 - 5. For Steel Piping, NPS 2-1/2 to NPS 4: Flanged or threaded.
 - 6. For Steel Piping, NPS 5 and Larger: Flanged.

3.4 LOW-PRESSURE, COMPRESSED-AIR VALVE SCHEDULE (150 PSIG OR LESS)

A. Pipe NPS 2 and Smaller:

1. Horizontal and Vertical Applications: Bronze swing check valves, Class 125, bronze disc with soldered or threaded end connections.

B. Pipe NPS 2-1/2 and Larger:

1. Iron swing check valves, Class 125, metal seats with threaded or flanged end connections.

3.5 HIGH-PRESSURE, COMPRESSED-AIR VALVE SCHEDULE (150 TO 200 PSIG)

A. Pipe NPS 2 and Smaller:

1. Horizontal and Vertical Applications: Bronze swing check valves, Class 125, bronze disc with soldered or threaded end connections.

B. Pipe NPS 2-1/2 and Larger:

1. Iron swing check valves, Class 125, metal seats with threaded or flanged end connections.

3.6 DOMESTIC HOT- AND COLD-WATER VALVE SCHEDULE

A. Pipe NPS 2 and Smaller: Bronze swing check valves, Class 125, bronze disc with soldered or threaded end connections.

B. Pipe NPS 2-1/2 and Larger:

1. Iron swing check valves, Class 125, metal seats with threaded or flanged end connections.
2. Iron swing check valves with closure control, Class 125, lever and spring weight with threaded or flanged end connections.

END OF SECTION 22 05 23.14

SECTION 22 05 29 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

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

1.2 PERFORMANCE REQUIREMENTS

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

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, stainless-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 PIPE POSITIONING SYSTEMS

- A. Description: IAPMO PS 42, positioning system of metal brackets, clips, and straps for positioning piping in pipe spaces; for plumbing fixtures in commercial applications.

2.6 EQUIPMENT SUPPORTS

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

2.7 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. Pipe Positioning-System Installation: Install support devices to make rigid supply and waste piping connections to each plumbing fixture.
- F. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.
- G. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- H. 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.
- I. Install lateral bracing with pipe hangers and supports to prevent swaying.
- J. 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.
- K. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

L. 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.

M. Insulated Piping:

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

3.2 EQUIPMENT SUPPORTS

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

3.3 METAL FABRICATIONS

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

3.4 ADJUSTING

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

3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils.
- B. Touchup: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal are specified in [Section 099113 "Exterior Painting."] [Section 099123 "Interior Painting."] [Section 099600 "High-Performance Coatings."]
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

3.6 HANGER AND SUPPORT SCHEDULE

- A. Specific hanger and support requirements are in Sections specifying piping systems and equipment.
- B. Comply with MSS SP-69 for pipe-hanger selections and applications that are not specified in piping system Sections.

- C. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finish.
- D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.
- E. Use carbon-steel pipe hangers and supports and metal trapeze pipe hangers and attachments for general service applications.
- F. Use stainless-steel pipe hangers and stainless-steel 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.
- R. Use pipe positioning systems in pipe spaces behind plumbing fixtures to support supply and waste piping for plumbing fixtures.

END OF SECTION 22 05 29

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SECTION 22 05 53 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Equipment labels.
2. Warning signs and labels.
3. Pipe labels.

1.2 ACTION SUBMITTAL

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

PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

A. Metal Labels for Equipment:

1. Material and Thickness: Stainless steel, 0.025-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
2. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
3. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
4. Fasteners: Stainless-steel rivets or self-tapping screws.
5. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

B. Plastic Labels for Equipment:

1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.
2. Letter Color: White.
3. Background Color: Black.
4. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
6. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering

for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.

7. Fasteners: Stainless-steel rivets or self-tapping screws.
8. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

- C. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), plus the Specification Section number and title where equipment is specified.
- D. Equipment Label Schedule: For each item of equipment to be labeled, on 8-1/2-by-11-inch bond paper. Tabulate equipment identification number and identify Drawing numbers where equipment is indicated (plans, details, and schedules), plus the Specification Section number and title where equipment is specified. Equipment schedule shall be included in operation and maintenance data.

2.2 WARNING SIGNS AND LABELS

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

2.3 PIPE LABELS

- A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.
- B. Pretensioned Pipe Labels: Precoiled, semirigid plastic formed to cover full circumference of pipe and to attach to pipe without fasteners or adhesive.

- C. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.
- D. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings, pipe size, and an arrow indicating flow direction.
 - 1. Flow-Direction Arrows: Integral with piping system service lettering to accommodate both directions, or as separate unit on each pipe label to indicate flow direction.
 - 2. Lettering Size: At least 1-1/2 inches high.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

3.2 EQUIPMENT LABEL INSTALLATION

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

3.3 PIPE LABEL INSTALLATION

- A. Piping Color-Coding: Painting of piping is specified in [Section 099123 "Interior Painting."] [Section 099600 "High-Performance Coatings."]
- B. Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:
 - 1. Near each valve and control device.
 - 2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
 - 3. Near penetrations through walls, floors, ceilings, and inaccessible enclosures.
 - 4. At access doors, manholes, and similar access points that permit view of concealed piping.
 - 5. Near major equipment items and other points of origination and termination.
 - 6. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.
 - 7. On piping above removable acoustical ceilings. Omit intermediately spaced labels.
- C. Pipe Label Color Schedule:
 - 1. Low-Pressure, Compressed-Air Piping:
 - a. Background Color: Blue.

- b. Letter Color: Black.
- 2. Medium-Pressure, Compressed-Air Piping:
 - a. Background Color: Blue.
 - b. Letter Color: Black.
- 3. Domestic Water Piping:
 - a. Background Color: Green.
 - b. Letter Color: White.
- 4. [Sanitary Waste] [and] [Storm Drainage] Piping:
 - a. Background Color: White.
 - b. Letter Color: Black.

END OF SECTION 22 05 53

SECTION 22 07 19 - PLUMBING PIPING INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes insulating the following plumbing piping services
 - 1. Domestic service water piping.
 - 2. Domestic hot-water piping.
 - 3. Supplies and drains for handicap-accessible lavatories and sinks.

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 application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
 - 2. Detail attachment and covering of heat tracing inside insulation.
 - 3. Detail insulation application at pipe expansion joints for each type of insulation.
 - 4. Detail insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
 - 5. Detail removable insulation at piping specialties, equipment connections, and access panels.
 - 6. Detail application of field-applied jackets.
 - 7. Detail application at linkages of control devices.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84 by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
 - 2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

- B. Comply with the following applicable standards and other requirements specified for miscellaneous components:
 - 1. Supply and Drain Protective Shielding Guards: ICC A117.1.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in "Piping Insulation Schedule, General," "Indoor Piping Insulation Schedule," "Outdoor, Aboveground Piping Insulation Schedule," and "Outdoor, Underground Piping Insulation Schedule" articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. The term "mineral fiber" includes fibers manufactured of glass, rock, or slag processed from a molten state, with or without a binder.
- G. At all pipe support locations, where pipe insulation would bear directly upon pipe support system, an insulated pipe support shall be installed. Insulated pipe support shall be composed of prefabricated polyisocyanurate or calcium silicate and shall provide direct support between the pipe and the support system. Insulated pipe support shall have a density, PSI rating and R-value that equal or exceeds that of the specified piping insulation. Installation of this insulated pipe support shall preclude the possibility of crushing piping insulation when installed. Piping insulation jacket shall extend to enclose prefabricated insulated pipe support. Insulation jacket shall pass between insulated pipe support and pipe support system to provide an unbroken thermal barrier. Refer to SECTION 220529 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT.
- H. Polyisocyanurate: Rigid closed-cell polyisocyanurate thermal insulation, fabricated into shapes required. Polyisocyanurate material shall not be produced with, or contain, any of the United States EPA regulated CFC compounds listed in the Montreal Protocol of the United Nations Environmental Program.
 - 1. Products: available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Dow
 - b. Trymer
 - c. Dyplast Products

2. ASTM C 591 Standard Specification for Unfaced Preformed Rigid Cellular Polyurethane Thermal Insulation.
- I. Cellular Glass: Inorganic, incombustible, foamed or cellulated glass with annealed, rigid, hermetically sealed cells. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Pittsburgh Corning Corporation; Foamglas.
 2. Special-Shaped Insulation: ASTM C 552, Type III.
 3. Preformed Pipe Insulation without Jacket: Comply with ASTM C 552, Type II, Class 1.
 4. Preformed Pipe Insulation with Factory-Applied ASJ-SSL: Comply with ASTM C 552, Type II, Class 2.
 5. Factory fabricate shapes according to ASTM C 450 and ASTM C 585.
 - J. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Aeroflex USA, Inc.; Aerocel.
 - b. Armacell LLC; AP Armaflex.
 - c. K-Flex USA; Insul-Lock, Insul-Tube, and K-FLEX LS.
 - K. Mineral-Fiber/Glass-Fiber, Preformed Pipe Insulation:
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Fibrex Insulations Inc.; Coreplus 1200.
 - b. Johns Manville; Micro-Lok.
 - c. Knauf Insulation; 1000-Degree Pipe Insulation.
 - d. Manson Insulation Inc.; Alley-K.
 - e. Owens Corning; Fiberglas Pipe Insulation.
 2. Type I, 850 Deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ-SSL. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
- ## 2.2 INSULATING CEMENTS
- A. Mineral-Fiber, Hydraulic-Setting Insulating and Finishing Cement: Comply with ASTM C 449.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Ramco Insulation, Inc.; Ramcote 1200 and Quik-Cote.

2.3 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.
- B. Cellular-Glass Adhesive: Two-component, thermosetting urethane adhesive containing no flammable solvents, with a service temperature range of minus 100 to plus 200 deg F.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 81-84.
 2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
 - C. Flexible Elastomeric Adhesive: Comply with MIL-A-24179A, Type II, Class I.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Aeroflex USA, Inc.; Aeroseal.
 - b. Armacell LLC; Armaflex 520 Adhesive.
 - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-75.
 - d. K-Flex USA; R-373 Contact Adhesive.
 2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
 - D. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-127.
 - b. Eagle Bridges - Marathon Industries; 225.
 - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-60/85-70.
 - d. Mon-Eco Industries, Inc.; 22-25.

2. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- E. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-82.
 - b. Eagle Bridges - Marathon Industries; 225.
 - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-20.
 - d. Mon-Eco Industries, Inc.; 22-25.
 2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- F. PVC Jacket Adhesive: Compatible with PVC jacket.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Dow Corning Corporation; 739, Dow Silicone.
 - b. Johns Manville; Zeston Perma-Weld, CEEL-TITE Solvent Welding Adhesive.
 - c. P.I.C. Plastics, Inc.; Welding Adhesive.
 - d. Speedline Corporation; Polyco VP Adhesive.
 2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.4 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below-ambient services.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 30-80/30-90.
 - b. Vimasco Corporation; 749.
2. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry film thickness.
3. Service Temperature Range: Minus 20 to plus 180 deg F.
4. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
5. Color: White.

C. Breather Mastic: Water based; suitable for indoor and outdoor use on above-ambient services.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-10.
 - b. Eagle Bridges - Marathon Industries; 550.
 - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 46-50.
 - d. Mon-Eco Industries, Inc.; 55-50.
 - e. Vimasco Corporation; WC-1/WC-5.
2. Water-Vapor Permeance: ASTM F 1249, 1.8 perms at 0.0625-inch dry film thickness.
3. Service Temperature Range: Minus 20 to plus 180 deg F.
4. Solids Content: 60 percent by volume and 66 percent by weight.
5. Color: White.

D. Breather Acrylic Type Mastic: Suitable for use on polyisocyanurate materials.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. L&L Coatings, L&L 300 Mastic-White
 - b. Childers, Vi-Cryl CP-11
 - c. Fosters, Weatherite Mastic 36-10, 46-10

2.5 SEALANTS

A. Joint Sealants:

1. Joint Sealants for Cellular-Glass Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-76.

- b. Eagle Bridges - Marathon Industries; 405.
 - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 30-45.
 - d. Mon-Eco Industries, Inc.; 44-05.
 - e. Pittsburgh Corning Corporation; Pittseal 444.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
 3. Permanently flexible, elastomeric sealant.
 4. Service Temperature Range: Minus 100 to plus 300 deg F.
 5. Color: White or gray.
 6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 7. Sealants shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

B. FSK and Metal Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-76.
 - b. Eagle Bridges - Marathon Industries; 405.
 - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 95-44.
 - d. Mon-Eco Industries, Inc.; 44-05.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: Aluminum.
6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealants shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. ASJ Flashing Sealants, and Vinyl, PVDC, and PVC Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-76.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: White.

6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealants shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.6 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
 1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
 2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
 3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.

2.7 FIELD-APPLIED FABRIC-REINFORCING MESH

- A. Woven Polyester Fabric: Approximately 1 oz./sq. yd. with a thread count of 10 strands by 10 strands/sq. in., in a Leno weave, for pipe.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; Mast-A-Fab.
 - b. Vimasco Corporation; Elastafab 894.

2.8 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.
- B. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D 1784, Class 16354-C; thickness as scheduled; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Johns Manville; Zeston.
 - b. P.I.C. Plastics, Inc.; FG Series.
 - c. Proto Corporation; LoSmoke.
 - d. Speedline Corporation; SmokeSafe.
 2. Adhesive: As recommended by jacket material manufacturer.
 3. Color: White.

4. Factory-fabricated fitting covers to match jacket if available; otherwise, field fabricate.
 - a. Shapes: 45- and 90-degree, short- and long-radius elbows, tees, valves, flanges, unions, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply covers for lavatories.
- C. Aluminum Jacket: Comply with ASTM B 209, Alloy 3003, 3005, 3105, or 5005, Temper H-14.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; Metal Jacketing Systems.
 - b. ITW Insulation Systems; Aluminum and Stainless Steel Jacketing.
 - c. RPR Products, Inc.; Insul-Mate.
 2. Sheet and roll stock ready for shop or field sizing or factory cut and rolled to size.
 3. Finish and thickness are indicated in field-applied jacket schedules.
 4. Moisture Barrier for Indoor Applications: 3-mil-thick, heat-bonded polyethylene and kraft paper.
 5. Moisture Barrier for Outdoor Applications: 3-mil-thick, heat-bonded polyethylene and kraft paper.
 6. Factory-Fabricated Fitting Covers:
 - a. Same material, finish, and thickness as jacket.
 - b. Preformed 2-piece or gore, 45- and 90-degree, short- and long-radius elbows.
 - c. Tee covers.
 - d. Flange and union covers.
 - e. End caps.
 - f. Beveled collars.
 - g. Valve covers.
 - h. Field fabricate fitting covers only if factory-fabricated fitting covers are not available.
- D. Underground Direct-Buried Jacket: 125-mil-thick vapor barrier and waterproofing membrane consisting of a rubberized bituminous resin reinforced with a woven-glass fiber or polyester scrim and laminated aluminum foil.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Pittsburgh Corning Corporation; Pittwrap.
 - b. Polyguard Products, Inc.; Insulrap No Torch 125.

2.9 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABI, Ideal Tape Division; 428 AWF ASJ.
 - b. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0836.
 - c. Compac Corporation; 104 and 105.
 - d. Venture Tape; 1540 CW Plus, 1542 CW Plus, and 1542 CW Plus/SQ.
 2. Width: 3 inches.
 3. Thickness: 11.5 mils.
 4. Adhesion: 90 ounces force/inch in width.
 5. Elongation: 2 percent.
 6. Tensile Strength: 40 lbf/inch in width.
 7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.
- B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABI, Ideal Tape Division; 491 AWF FSK.
 - b. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0827.
 - c. Compac Corporation; 110 and 111.
 - d. Venture Tape; 1525 CW NT, 1528 CW, and 1528 CW/SQ.
 - e.
 2. Width: 3 inches.
 3. Thickness: 6.5 mils.
 4. Adhesion: 90 ounces force/inch in width.
 5. Elongation: 2 percent.
 6. Tensile Strength: 40 lbf/inch in width.
 7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.
- C. PVC Tape: White vapor-retarder tape matching field-applied PVC jacket with acrylic adhesive; suitable for indoor and outdoor applications.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABI, Ideal Tape Division; 370 White PVC tape.
 - b. Compac Corporation; 130.
 - c. Venture Tape; 1506 CW NS.
 2. Width: 2 inches.
 3. Thickness: 6 mils.
 4. Adhesion: 64 ounces force/inch in width.
 5. Elongation: 500 percent.
 6. Tensile Strength: 18 lbf/inch in width.
- D. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABI, Ideal Tape Division; 488 AWF.
 - b. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0800.
 - c. Compac Corporation; 120.
 - d. Venture Tape; 3520 CW.
2. Width: 2 inches.
3. Thickness: 3.7 mils.
4. Adhesion: 100 ounces force/inch in width.
5. Elongation: 5 percent.
6. Tensile Strength: 34 lbf/inch in width.

2.10 SECUREMENTS

- A. Polyisocyanurate Tape: Synthetic filament-reinforced polyester film backing tape with non-thermosetting rubber adhesive.
 1. Products: available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. 3M
- B. Aluminum Bands: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 3/4 inch wide with wing seal or closed seal.
 1. Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ITW Insulation Systems; Gerrard Strapping and Seals.
 - b. RPR Products, Inc.; Insul-Mate Strapping and Seals.
- C. Staples: Outward-clinching insulation staples, nominal 3/4-inch-wide, stainless steel or Monel.
- D. Wire: 0.062-inch soft-annealed, stainless steel.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. C & F Wire.

2.11 PROTECTIVE SHIELDING GUARDS

- A. Protective Shielding Pipe Covers:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Engineered Brass Company.
 - b. Insul-Tect Products Co.; a subsidiary of MVG Molded Products.
 - c. McGuire Manufacturing.
 - d. Plumberex.
 - e. Truebro; a brand of IPS Corporation.
 - f. Zurn Industries, LLC; Tubular Brass Plumbing Products Operation.
2. Description: Manufactured plastic wraps for covering plumbing fixture hot- and cold-water supplies and trap and drain piping. Comply with Americans with Disabilities Act (ADA) requirements.

B. Protective Shielding Piping Enclosures:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Truebro; a brand of IPS Corporation.
 - b. Zurn Industries, LLC; Tubular Brass Plumbing Products Operation.
2. Description: Manufactured plastic enclosure for covering plumbing fixture hot- and cold-water supplies and trap and drain piping. Comply with ADA requirements.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.
- B. Coordinate insulation installation with the trade installing heat tracing. Comply with requirements for heat tracing that apply to insulation.
- C. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of pipe system as specified in insulation system schedules.

- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during application and finishing.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.
 - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
 - 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
 - 1. Draw jacket tight and smooth.
 - 2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
 - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
 - a. For below-ambient services, apply vapor-barrier mastic over staples.
 - 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
 - 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.

- M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.
- P. For above-ambient services, do not install insulation to the following:
 - 1. Vibration-control devices.
 - 2. Testing agency labels and stamps.
 - 3. Nameplates and data plates.
 - 4. Cleanouts.

3.3 PENETRATIONS

- A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
 - 1. Seal penetrations with flashing sealant.
 - 2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 - 3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
 - 4. Seal jacket to roof flashing with flashing sealant.
- B. Insulation Installation at Underground Exterior Wall Penetrations: Terminate insulation flush with sleeve seal. Seal terminations with flashing sealant.
- C. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.
 - 1. Seal penetrations with flashing sealant.
 - 2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 - 3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
 - 4. Seal jacket to wall flashing with flashing sealant.
- D. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

- E. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.
 - 1. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping and fire-resistive joint sealers.
- F. Insulation Installation at Floor Penetrations:
 - 1. Pipe: Install insulation continuously through floor penetrations.
 - 2. Seal penetrations through fire-rated assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.4 GENERAL PIPE INSULATION INSTALLATION

- A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.
- B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:
 - 1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
 - 2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
 - 3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
 - 4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
 - 5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below-ambient services, provide a design that maintains vapor barrier.
 - 6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
 - 7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below-ambient services and a breather mastic for

- above-ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
8. For services not specified to receive a field-applied jacket except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.
 9. Stencil or label the outside insulation jacket of each union with the word "union." Match size and color of pipe labels.
- C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.
- D. Install removable insulation covers at locations indicated. Installation shall conform to the following:
1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
 2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
 3. Construct removable valve insulation covers in same manner as for flanges, except divide the two-part section on the vertical center line of valve body.
 4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.
 5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.

3.5 INSTALLATION OF CELLULAR-GLASS INSULATION

- A. Insulation Installation on Straight Pipes and Tubes:
1. Secure each layer of insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
 2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
 3. For insulation with factory-applied jackets on above-ambient services, secure laps with outward clinched staples at 6 inches o.c.
 4. For insulation with factory-applied jackets on below-ambient services, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.
- B. Insulation Installation on Pipe Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of cellular-glass block insulation of same thickness as pipe insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.
2. When preformed sections of insulation are not available, install mitered sections of cellular-glass insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of cellular-glass insulation to valve body.
2. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
3. Install insulation to flanges as specified for flange insulation application.

3.6 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION

A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

B. Insulation Installation on Pipe Flanges:

1. Install pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of same thickness as pipe insulation.
4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install mitered sections of pipe insulation.
2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed valve covers manufactured of same material as pipe insulation when available.

2. When preformed valve covers are not available, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
3. Install insulation to flanges as specified for flange insulation application.
4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.7 INSTALLATION OF MINERAL-FIBER PREFORMED PIPE INSULATION

A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above-ambient surfaces, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets on below-ambient surfaces, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
4. Install insulation to flanges as specified for flange insulation application.

3.8 FIELD-APPLIED JACKET INSTALLATION

- A. Where FSK jackets are indicated, install as follows:
 - 1. Draw jacket material smooth and tight.
 - 2. Install lap or joint strips with same material as jacket.
 - 3. Secure jacket to insulation with manufacturer's recommended adhesive.
 - 4. Install jacket with 1-1/2-inch laps at longitudinal seams and 3-inch-wide joint strips at end joints.
 - 5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.
- B. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints. Seal with manufacturer's recommended adhesive.
 - 1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.
- C. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches o.c. and at end joints.

3.9 FINISHES

- A. Insulation with ASJ, Glass-Cloth, or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."
 - 1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.
 - a. Finish Coat Material: Interior, flat, latex-emulsion size.
- B. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.
- C. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.
- D. Do not field paint aluminum or stainless-steel jackets.

3.10 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:

1. Inspect pipe, fittings, strainers, and valves, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to three locations of straight pipe, three locations of threaded fittings, three locations of welded fittings, two locations of threaded strainers, two locations of welded strainers, three locations of threaded valves, and three locations of flanged valves for each pipe service defined in the "Piping Insulation Schedule, General" Article.
- C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.11 PIPING INSULATION SCHEDULE, GENERAL

- A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.
- B. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:
 1. Drainage piping located in crawl spaces.
 2. Underground piping.
 3. Chrome-plated pipes and fittings unless there is a potential for personnel injury.

3.12 INDOOR PIPING INSULATION SCHEDULE

- A. Domestic Cold Service Water: Insulation shall be one of the following:
 1. Flexible Elastomeric: 1 inch thick.
 2. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.
- B. Domestic Hot Water: Insulation shall be one of the following:
 1. Flexible Elastomeric: 1 inch thick.
 2. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.
- C. Domestic Recirculated Hot Water: Insulation shall be one of the following:
 1. Flexible Elastomeric: 1 inch thick.
 2. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.
- D. Stormwater and Overflow: Insulation shall be one of the following:
 1. Flexible Elastomeric: 1 inch thick.
 2. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.
- E. Roof Drain and Overflow Drain Bodies: Insulation shall be one of the following:
 1. Flexible Elastomeric: 1 inch thick.
 2. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.

- F. Exposed Sanitary Drains, Domestic Water, Domestic Hot Water, and Stops for Plumbing Fixtures for People with Disabilities: Insulation shall be one of the following:
 - 1. Flexible Elastomeric: 1 inch thick.
 - 2. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1 inch thick.
- G. Sanitary Waste Piping Where Heat Tracing Is Installed: Mineral-fiber, preformed pipe insulation, Type I, 1-1/2 inches thick.

3.13 OUTDOOR, ABOVEGROUND PIPING INSULATION SCHEDULE

- A. Domestic Service Cold Water Piping: Insulation shall be one of the following:
 - 1. Cellular Glass: 2 inches thick.
 - 2. Flexible Elastomeric: 2 inches thick.
 - 3. Mineral-Fiber, Preformed Pipe Insulation, Type I: 2 inches thick.
- B. Domestic Hot Water: Insulation shall be one of the following:
 - 1. Cellular Glass: 2 inches thick.
 - 2. Flexible Elastomeric: 2 inches thick.
 - 3. Mineral-Fiber, Preformed Pipe Insulation, Type I: 2 inches thick.
- C. Domestic Recirculated Hot Water: Insulation shall be one of the following:
 - 1. Cellular Glass: 2 inches thick.
 - 2. Flexible Elastomeric: 2 inches thick.
 - 3. Mineral-Fiber, Preformed Pipe Insulation, Type I: 2 inches thick.
- D. Sanitary Waste Piping Where Heat Tracing Is Installed: Insulation shall be one of the following:
 - 1. Cellular Glass: 2 inches thick.
 - 2. Mineral-Fiber, Preformed Pipe Insulation, Type I: 2 inches thick.

3.14 OUTDOOR, UNDERGROUND PIPING INSULATION SCHEDULE

- A. Sanitary Waste Piping, All Sizes, Where Heat Tracing Is Installed: Cellular glass, 2 inches thick.

3.15 INDOOR, FIELD-APPLIED JACKET SCHEDULE

- A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.
- B. If more than one material is listed, selection from materials listed is Contractor's option.
- C. Piping, Concealed:
 - 1. None.

2. PVC: 30 mils thick.
3. Aluminum, Smooth: 0.040 inch thick.

D. Piping, Exposed:

1. None.
2. PVC: 30 mils thick.
3. Aluminum, Smooth: 0.040 inch thick.

3.16 OUTDOOR, FIELD-APPLIED JACKET SCHEDULE

- A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.
- B. If more than one material is listed, selection from materials listed is Contractor's option.
- C. Piping, Concealed:
 1. PVC: 30 mils thick.
 2. Aluminum, Smooth: 0.040 inch thick.
- D. Piping, Exposed:
 1. PVC: 40 mils thick.
 2. Aluminum, Smooth with Z-Shaped Locking Seam: 0.032 inch thick.

3.17 UNDERGROUND, FIELD-INSTALLED INSULATION JACKET

- A. For underground direct-buried piping applications, install underground direct-buried jacket over insulation material.

END OF SECTION 22 07 19

SECTION 22 11 16 - DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes under-building-slab and aboveground domestic water pipes, tubes, and fittings inside buildings.

1.2 ACTION SUBMITTALS

- A. Product Data: For transition fittings and dielectric fittings.
- B. LEED Submittals:
 - 1. Product Data for Credit IEQ 4.1: For solvent cements and adhesive primers, documentation including printed statement of VOC content.
 - 2. Laboratory Test Reports for Credit IEQ 4: For solvent cements and adhesive primers, documentation indicating that products comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

1.3 INFORMATIONAL SUBMITTALS

- A. System purging and disinfecting activities report.
- B. Field quality-control reports.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

- A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.
- B. Potable-water piping and components shall comply with NSF 14 and NSF 61. Plastic piping components shall be marked with "NSF-pw."

2.2 COPPER TUBE AND FITTINGS

- A. Hard Copper Tube: ASTM B 88, Type L water tube, drawn temper.
- B. Soft Copper Tube: ASTM B 88, Type K tube, annealed temper.

- C. Cast-Copper, Solder-Joint Fittings: ASME B16.18, pressure fittings.
- D. Wrought-Copper, Solder-Joint Fittings: ASME B16.22, wrought-copper pressure fittings.
- E. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends.
- F. Copper Unions:
 - 1. MSS SP-123.
 - 2. Cast-copper-alloy, hexagonal-stock body.
 - 3. Ball-and-socket, metal-to-metal seating surfaces.
 - 4. Solder-joint or threaded ends.

2.3 DUCTILE-IRON PIPE AND FITTINGS

- A. Mechanical-Joint, Ductile-Iron Pipe:
 - 1. AWWA C151/A21.51, with mechanical-joint bell and plain spigot end unless grooved or flanged ends are indicated.
 - 2. Glands, Gaskets, and Bolts: AWWA C111/A21.11, ductile- or gray-iron glands, rubber gaskets, and steel bolts.
- B. Standard-Pattern, Mechanical-Joint Fittings:
 - 1. AWWA C110/A21.10, ductile or gray iron.
 - 2. Glands, Gaskets, and Bolts: AWWA C111/A21.11, ductile- or gray-iron glands, rubber gaskets, and steel bolts.
- C. Compact-Pattern, Mechanical-Joint Fittings:
 - 1. AWWA C153/A21.53, ductile iron.
 - 2. Glands, Gaskets, and Bolts: AWWA C111/A21.11, ductile- or gray-iron glands, rubber gaskets, and steel bolts.

2.4 GALVANIZED-STEEL PIPE AND FITTINGS

- A. Galvanized-Steel Pipe:
 - 1. ASTM A 53/A 53M, [Type E] <Insert type>, [Grade B] <Insert grade>, Standard Weight.
 - 2. Include ends matching joining method.
- B. Galvanized-Steel Pipe Nipples: ASTM A 733, made of ASTM A 53/A 53M or ASTM A 106/A 106M, Standard Weight, seamless steel pipe with threaded ends.
- C. Galvanized, Gray-Iron Threaded Fittings: ASME B16.4, Class 125, standard pattern.
- D. Malleable-Iron Unions:
 - 1. ASME B16.39, Class 150.
 - 2. Hexagonal-stock body.

3. Ball-and-socket, metal-to-metal, bronze seating surface.
4. Threaded ends.

E. Flanges: ASME B16.1, Class 125, cast iron.

2.5 PIPING JOINING MATERIALS

A. Pipe-Flange Gasket Materials:

1. AWWA C110/A21.10, rubber, flat face, 1/8 inch thick or ASME B16.21, nonmetallic and asbestos free unless otherwise indicated.
2. Full-face or ring type unless otherwise indicated.

B. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.

C. Solder Filler Metals: ASTM B 32, lead-free alloys.

D. Flux: ASTM B 813, water flushable.

E. Brazing Filler Metals: AWS A5.8/A5.8M, BCuP Series, copper-phosphorus alloys for general-duty brazing unless otherwise indicated.

2.6 TRANSITION FITTINGS

A. General Requirements:

1. Same size as pipes to be joined.
2. Pressure rating at least equal to pipes to be joined.
3. End connections compatible with pipes to be joined.

B. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.

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. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. [Capitol Manufacturing Company; member of the Phoenix Forge Group.](#)
 - b. [Central Plastics Company.](#)
 - c. [Hart Industries International, Inc.](#)
 - d. [Jomar International.](#)
 - e. [Matco-Norca.](#)

- f. [McDonald, A. Y. Mfg. Co.](#)
 - g. [Watts; a division of Watts Water Technologies, Inc.](#)
 - h. [Wilkins; a Zurn company.](#)
 - 2. Standard: ASSE 1079.
 - 3. Pressure Rating: 150 psig minimum at 180 deg F.
 - 4. End Connections: Solder-joint copper alloy and threaded ferrous.
- C. Dielectric Flanges:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. [Capitol Manufacturing Company; member of the Phoenix Forge Group.](#)
 - b. [Central Plastics Company.](#)
 - c. [Matco-Norca.](#)
 - d. [Watts; a division of Watts Water Technologies, Inc.](#)
 - e. [Wilkins; a Zurn company.](#)
 - 2. Standard: ASSE 1079.
 - 3. Factory-fabricated, bolted, companion-flange assembly.
 - 4. Pressure Rating: 150 psig minimum at 180 deg F.
 - 5. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.
- D. Dielectric-Flange Insulating Kits:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. [Advance Products & Systems, Inc.](#)
 - b. [Calpico, Inc.](#)
 - c. [Central Plastics Company.](#)
 - d. [Pipeline Seal and Insulator, Inc.](#)
 - 2. Nonconducting materials for field assembly of companion flanges.
 - 3. Pressure Rating: 150 psig.
 - 4. Gasket: Neoprene or phenolic.
 - 5. Bolt Sleeves: Phenolic or polyethylene.
 - 6. Washers: Phenolic with steel backing washers.
- E. Dielectric Nipples:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. [Elster Perfection Corporation.](#)
 - b. [Grinnell Mechanical Products; Tyco Fire Products LP.](#)

- c. [Matco-Norca.](#)
 - d. [Precision Plumbing Products, Inc.](#)
 - e. [Victaulic Company.](#)
- 2. Standard: IAPMO PS 66.
 - 3. Electroplated steel nipple complying with ASTM F 1545.
 - 4. Pressure Rating and Temperature: 300 psig at 225 deg F.
 - 5. End Connections: Male threaded or grooved.
 - 6. Lining: Inert and noncorrosive, propylene.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Comply with requirements in Section 312000 "Earth Moving" for excavating, trenching, and backfilling.

3.2 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of domestic water piping. 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.
- B. Install copper tubing under building slab according to CDA's "Copper Tube Handbook."
- C. Install ductile-iron piping under building slab with restrained joints according to AWWA C600 and AWWA M41.
- D. Install shutoff valve, hose-end drain valve, strainer, pressure gage, and test tee with valve inside the building at each domestic water-service entrance. Comply with requirements for pressure gages in Section 220519 "Meters and Gages for Plumbing Piping" and with requirements for drain valves and strainers in Section 221119 "Domestic Water Piping Specialties."
- E. Install shutoff valve immediately upstream of each dielectric fitting.
- F. Install water-pressure-reducing valves downstream from shutoff valves. Comply with requirements for pressure-reducing valves in Section 221119 "Domestic Water Piping Specialties."
- G. Install domestic water piping level without pitch and plumb.
- H. Rough-in domestic water piping for water-meter installation according to utility company's requirements.
- I. Install seismic restraints on piping. Comply with requirements for seismic-restraint devices in Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment."

- J. Install piping concealed from view and protected from physical contact by building occupants unless otherwise indicated and except in equipment rooms and service areas.
- K. 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.
- L. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal, and coordinate with other services occupying that space.
- M. Install piping to permit valve servicing.
- N. Install nipples, unions, special fittings, and valves with pressure ratings the same as or higher than the system pressure rating used in applications below unless otherwise indicated.
- O. Install piping free of sags and bends.
- P. Install fittings for changes in direction and branch connections.
- Q. Install unions in copper tubing at final connection to each piece of equipment, machine, and specialty.
- R. Install pressure gages on suction and discharge piping for each plumbing pump and packaged booster pump. Comply with requirements for pressure gages in Section 220519 "Meters and Gages for Plumbing Piping."
- S. Install thermostats in hot-water circulation piping. Comply with requirements for thermostats in Section 221123 "Domestic Water Pumps."
- T. Install thermometers on inlet and outlet piping from each water heater. Comply with requirements for thermometers in Section 220519 "Meters and Gages for Plumbing Piping."
- U. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 220517 "Sleeves and Sleeve Seals for Plumbing Piping."
- V. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 220517 "Sleeves and Sleeve Seals for Plumbing Piping."
- W. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 220518 "Escutcheons for Plumbing Piping."

3.3 JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.

- C. 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.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.
- D. Brazed Joints for Copper Tubing: Comply with CDA's "Copper Tube Handbook," "Braze Joints" chapter.
- E. Soldered Joints for Copper Tubing: Apply ASTM B 813, water-flushable flux to end of tube. Join copper tube and fittings according to ASTM B 828 or CDA's "Copper Tube Handbook."
- F. Flanged Joints: Select appropriate asbestos-free, nonmetallic gasket material in size, type, and thickness suitable for domestic water service. Join flanges with gasket and bolts according to ASME B31.9.
- G. Joints for Dissimilar-Material Piping: Make joints using adapters compatible with materials of both piping systems.

3.4 TRANSITION FITTING INSTALLATION

- A. Install transition couplings at joints of dissimilar piping.
- B. Transition Fittings in Underground Domestic Water Piping:
 - 1. Fittings for NPS 1-1/2 and Smaller: Fitting-type coupling.
 - 2. Fittings for NPS 2 and Larger: Sleeve-type coupling.
- C. Transition Fittings in Aboveground Domestic Water Piping NPS 2 and Smaller: Plastic-to-metal transition fittings or unions.

3.5 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 couplings, nipples or unions.
- C. Dielectric Fittings for NPS 2-1/2 to NPS 4: Use dielectric flange kits.
- D. Dielectric Fittings for NPS 5 and Larger: Use dielectric flange kits.

3.6 HANGER AND SUPPORT INSTALLATION

- A. Comply with requirements for seismic-restraint devices in Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment."

- B. Comply with requirements for pipe hanger, support products, and installation in Section 220529 "Hangers and Supports for Plumbing Piping and Equipment."
 - 1. Vertical Piping: MSS Type 8 or 42, clamps.
 - 2. Individual, Straight, Horizontal Piping Runs:
 - a. 100 Feet and Less: MSS Type 1, adjustable, steel clevis hangers.
 - b. Longer Than 100 Feet: MSS Type 43, adjustable roller hangers.
 - c. Longer Than 100 Feet if Indicated: MSS Type 49, spring cushion rolls.
 - 3. Multiple, Straight, Horizontal Piping Runs 100 Feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
 - 4. Base of Vertical Piping: MSS Type 52, spring hangers.
- C. Support vertical piping and tubing at base and at each floor.
- D. Rod diameter may be reduced one size for double-rod hangers, to a minimum of 3/8 inch.
- E. Install hangers for copper tubing with the following maximum horizontal spacing and minimum rod diameters:
 - 1. NPS 3/4 (and Smaller: 60 inches with 3/8-inch rod.
 - 2. NPS 1 and NPS 1-1/4: 72 inches with 3/8-inch rod.
 - 3. NPS 1-1/2 and NPS 2: 96 inches with 3/8-inch rod.
 - 4. NPS 2-1/2: 108 inches with 1/2-inch rod.
 - 5. NPS 3 to NPS 5: 10 feet with 1/2-inch rod.
 - 6. NPS 6: 10 feet with 5/8-inch rod.
 - 7. NPS 8: 10 feet with 3/4-inch rod.
- F. Install supports for vertical copper tubing every 10 feet.
- G. Install hangers for steel piping with the following maximum horizontal spacing and minimum rod diameters:
 - 1. NPS 1-1/4 and Smaller: 84 inches with 3/8-inch rod.
 - 2. NPS 1-1/2: 108 inches with 3/8-inch rod.
 - 3. NPS 2: 10 feet with 3/8-inch rod.
 - 4. NPS 2-1/2: 11 feet with 1/2-inch rod.
 - 5. NPS 3 and NPS 3-1/2: 12 feet with 1/2-inch rod.
 - 6. NPS 4 and NPS 5: 12 feet with 5/8-inch rod.
 - 7. NPS 6: 12 feet with 3/4-inch rod.
 - 8. NPS 8 to NPS 12: 12 feet with 7/8-inch rod.
- H. Install supports for vertical steel piping every 15 feet.
- I. Support piping and tubing not listed in this article according to MSS SP-69 and manufacturer's written instructions.

3.7 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. When installing piping adjacent to equipment and machines, allow space for service and maintenance.
- C. Connect domestic water piping to exterior water-service piping. Use transition fitting to join dissimilar piping materials.
- D. Connect domestic water piping to water-service piping with shutoff valve; extend and connect to the following:
 - 1. Domestic Water Booster Pumps: Cold-water suction and discharge piping.
 - 2. Water Heaters: Cold-water inlet and hot-water outlet piping in sizes indicated, but not smaller than sizes of water heater connections.
 - 3. Plumbing Fixtures: Cold- and hot-water-supply piping in sizes indicated, but not smaller than that required by plumbing code.
 - 4. Equipment: Cold- and hot-water-supply piping as indicated, but not smaller than equipment connections. Provide shutoff valve and union for each connection. Use flanges instead of unions for NPS 2-1/2 and larger.

3.8 IDENTIFICATION

- A. Identify system components. Comply with requirements for identification materials and installation in Section 220553 "Identification for Plumbing Piping and Equipment."
- B. Label pressure piping with system operating pressure.

3.9 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Piping Inspections:
 - a. Do not enclose, cover, or put piping into operation until it has been inspected and approved by authorities having jurisdiction.
 - b. During installation, notify authorities having jurisdiction at least one day before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction:
 - 1) Roughing-in Inspection: Arrange for inspection of piping before concealing or closing in after roughing in and before setting fixtures.
 - 2) Final Inspection: Arrange for authorities having jurisdiction to observe tests specified in "Piping Tests" Subparagraph below and to ensure compliance with requirements.
 - c. Reinspection: If authorities having jurisdiction find that piping will not pass tests or inspections, make required corrections and arrange for reinspection.

- d. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

2. Piping Tests:

- a. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.
- b. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit a separate report for each test, complete with diagram of portion of piping tested.
- c. Leave new, altered, extended, or replaced domestic water piping uncovered and unconcealed until it has been tested and approved. Expose work that was covered or concealed before it was tested.
- d. Cap and subject piping to static water pressure of 50 psig above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and allow it to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.
- e. Repair leaks and defects with new materials, and retest piping or portion thereof until satisfactory results are obtained.
- f. Prepare reports for tests and for corrective action required.

B. Domestic water piping will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

3.10 ADJUSTING

A. Perform the following adjustments before operation:

1. Close drain valves, hydrants, and hose bibbs.
2. Open shutoff valves to fully open position.
3. Open throttling valves to proper setting.
4. Adjust balancing valves in hot-water-circulation return piping to provide adequate flow.
 - a. Manually adjust ball-type balancing valves in hot-water-circulation return piping to provide hot-water flow in each branch.
 - b. Adjust calibrated balancing valves to flows indicated.
5. Remove plugs used during testing of piping and for temporary sealing of piping during installation.
6. Remove and clean strainer screens. Close drain valves and replace drain plugs.
7. Remove filter cartridges from housings and verify that cartridges are as specified for application where used and are clean and ready for use.
8. Check plumbing specialties and verify proper settings, adjustments, and operation.

3.11 CLEANING

A. Clean and disinfect potable domestic water piping as follows:

1. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.
2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction; if methods are not prescribed, use procedures described in either AWWA C651 or AWWA C652 or follow procedures described below:
 - a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
 - b. Fill and isolate system according to either of the following:
 - 1) Fill system or part thereof with water/chlorine solution with at least 50 ppm of chlorine. Isolate with valves and allow to stand for 24 hours.
 - 2) Fill system or part thereof with water/chlorine solution with at least 200 ppm of chlorine. Isolate and allow to stand for three hours.
 - c. Flush system with clean, potable water until no chlorine is in water coming from system after the standing time.
 - d. Repeat procedures if biological examination shows contamination.
 - e. Submit water samples in sterile bottles to authorities having jurisdiction.
- B. Prepare and submit reports of purging and disinfecting activities. Include copies of water-sample approvals from authorities having jurisdiction.
- C. Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

3.12 PIPING SCHEDULE

- A. Transition and special fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.
- B. Flanges and unions may be used for aboveground piping joints unless otherwise indicated.
- C. Fitting Option: Extruded-tee connections and brazed joints may be used on aboveground copper tubing.
- D. Under-building-slab, domestic water, building-service piping, NPS 3 and smaller, shall be the following:
 1. Soft copper tube, ASTM B 88, Type K (ASTM B 88M, Type A); wrought-copper, solder-joint fittings; and brazed joints.
- E. Under-building-slab, domestic water, building-service piping, NPS 4 to NPS 8 and larger, shall be one of the following:
 1. Soft copper tube, ASTM B 88, Type K (ASTM B 88M, Type A), wrought-copper, solder-joint fittings; and brazed joints.
 2. Plain-end, ductile-iron pipe; grooved-joint, ductile-iron-pipe appurtenances; and grooved joints.

- F. Under-building-slab, combined domestic water, building-service, and fire-service-main piping, NPS 6 to NPS 12, shall be the following:
 - 1. Plain-end, ductile-iron pipe; grooved-joint, ductile-iron-pipe appurtenances; and grooved joints.
- G. Aboveground domestic water piping, NPS 2 and smaller, shall be one of the following:
 - 1. Galvanized-steel pipe and nipples; galvanized, gray-iron threaded fittings; and threaded joints.
 - 2. Hard copper tube, ASTM B 88, Type L cast- or wrought-copper, solder-joint fittings; and brazed or soldered joints.
- H. Aboveground domestic water piping, NPS 2-1/2 to NPS 4, shall be one of the following:
 - 1. Hard copper tube, ASTM B 88, Type L; cast- or wrought-copper, solder-joint fittings; and brazed joints.
 - 2. Galvanized-steel pipe and nipples; galvanized, gray-iron threaded fittings; and threaded joints.
- I. Aboveground domestic water piping, NPS 5 to NPS 8, shall be one of the following:
 - 1. Hard copper tube, ASTM B 88, Type L cast- or wrought-copper, solder-joint fittings; and brazed joints.
 - 2. Galvanized-steel pipe and nipples; galvanized, gray-iron threaded fittings; and threaded joints.
- J. Aboveground, combined domestic water-service and fire-service-main piping, NPS 6 to NPS 12, shall be one of the following:
 - 1. Plain-end, ductile-iron pipe; grooved-joint, ductile-iron-pipe appurtenances; and grooved joints.
 - 2. Galvanized-steel pipe and nipples; galvanized, gray-iron threaded fittings; and threaded joints.

END OF SECTION 22 11 16

SECTION 22 11 19 - DOMESTIC WATER PIPING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Vacuum breakers.
2. Backflow preventer.
3. Temperature-actuated, water mixing valves.
4. Strainers.
5. Hose bibbs.
6. Wall hydrants.
7. Water-hammer arrestors.
8. Trap-seal primer valves.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR PIPING SPECIALTIES

- ##### A.
- Potable-water piping and components shall comply with NSF 61 and NSF 14. Mark "NSF-pw" on plastic piping components.

2.2 PERFORMANCE REQUIREMENTS

- ##### A.
- Minimum Working Pressure for Domestic Water Piping Specialties: 125 psig unless otherwise indicated.

2.3 VACUUM BREAKERS

A. Pipe-Applied, Atmospheric-Type Vacuum Breakers:

1. Standard: ASSE 1001.
2. Size: NPS 1/4 to NPS 3, as required to match connected piping.
3. Body: Bronze.
4. Inlet and Outlet Connections: Threaded.
5. Finish: Chrome plated.

B. Hose-Connection Vacuum Breakers:

1. Standard: ASSE 1011.
2. Body: Bronze, nonremovable, with manual drain.
3. Outlet Connection: Garden-hose threaded complying with ASME B1.20.7.
4. Finish: Chrome or nickel plated.

2.4 BACKFLOW PREVENTERS

A. Reduced-Pressure-Principle Backflow Preventers:

1. Standard: ASSE 1013.
2. Operation: Continuous-pressure applications.
3. Pressure Loss: 12 psig maximum, through middle third of flow range.
4. Size: As noted on drawings.
5. Body: Bronze for NPS 2 and smaller; cast iron with interior lining that complies with AWWA C550 or that is FDA approved for NPS 2-1/2 and larger.
6. End Connections: Threaded for NPS 2 and smaller; flanged for NPS 2-1/2 and larger.
7. Configuration: Designed for horizontal, straight-through flow.
8. Accessories:
 - a. Valves NPS 2 and Smaller: Ball type with threaded ends on inlet and outlet.
 - b. Valves NPS 2-1/2 and Larger: Outside-screw and yoke-gate type with flanged ends on inlet and outlet.
 - c. Air-Gap Fitting: ASME A112.1.2, matching backflow-preventer connection.

2.5 STRAINERS FOR DOMESTIC WATER PIPING

A. Y-Pattern Strainers :

1. Pressure Rating: 125 psig minimum unless otherwise indicated.
2. Body: Bronze for NPS 2 and smaller; cast iron with interior lining that complies with AWWA C550 or that is FDA approved, epoxy coated and for NPS 2-1/2 and larger.
3. End Connections: Threaded for NPS 2 and smaller; flanged for NPS 2-1/2 and larger.
4. Screen: Stainless steel with round perforations unless otherwise indicated.
5. Perforation Size:
 - a. Strainers NPS 2 and Smaller: 0.062 inch.
 - b. Strainers NPS 2-1/2 to NPS 4: 0.062 inch.

- c. Strainers NPS 5 and Larger: 0.125 inch.
- 6. Drain: Factory-installed, hose-end drain valve.

2.6 HOSE BIBBS

A. Hose Bibbs:

- 1. Standard: ASME A112.18.1 for sediment faucets.
- 2. Body Material: Bronze.
- 3. Seat: Bronze, replaceable.
- 4. Supply Connections: NPS 1/2 or NPS 3/4 threaded or solder-joint inlet.
- 5. Outlet Connection: Garden-hose thread complying with ASME B1.20.7.
- 6. Pressure Rating: 125 psig.
- 7. Vacuum Breaker: Integral, nonremovable, drainable, hose-connection vacuum breaker complying with ASSE 1011.
- 8. Finish for Equipment Rooms: Rough bronze, or chrome or nickel plated.
- 9. Finish for Service Areas: Rough bronze.
- 10. Finish for Finished Rooms: Chrome or nickel plated.
- 11. Operation for Equipment Rooms: Wheel handle or operating key.
- 12. Operation for Service Areas: Wheel handle.
- 13. Operation for Finished Rooms: Operating key.
- 14. Include operating key with each operating-key hose bibb.
- 15. Include integral wall flange with each chrome- or nickel-plated hose bibb.

2.7 WALL HYDRANTS

A. Nonfreeze Wall Hydrants:

- 1. Standard: ASME A112.21.3M for concealed-outlet, self-draining wall hydrants.
- 2. Pressure Rating: 125 psig.
- 3. Operation: Loose key.
- 4. Casing and Operating Rod: Of length required to match wall thickness. Include wall clamp.
- 5. Inlet: NPS 3/4 or NPS 1.
- 6. Outlet: Concealed, with integral vacuum breaker and garden-hose thread complying with ASME B1.20.7.
- 7. Box: Deep, flush mounted with cover.
- 8. Box and Cover Finish: Polished nickel bronze.
- 9. Outlet: Exposed, with integral vacuum breaker and garden-hose thread complying with ASME B1.20.7.
- 10. Nozzle and Wall-Plate Finish: Polished nickel bronze.
- 11. Operating Keys(s): One with each wall hydrant.

B. Moderate-Climate Wall Hydrants:

- 1. Standard: ASME A112.21.3M for concealed-outlet, self-draining wall hydrants.
- 2. Pressure Rating: 125 psig.
- 3. Operation: Loose key.

4. Inlet: NPS 3/4 or NPS 1.
5. Outlet:
 - a. Concealed, with integral vacuum breaker or nonremovable hose-connection vacuum breaker complying with ASSE 1011 or backflow preventer complying with ASSE 1052.
 - b. Garden-hose thread complying with ASME B1.20.7.
6. Box: Deep, flush mounted with cover.
7. Box and Cover Finish: Polished nickel bronze.
8. Outlet:
 - a. Concealed, with integral vacuum breaker or nonremovable hose-connection vacuum breaker complying with ASSE 1011 or backflow preventer complying with ASSE 1052.
 - b. Garden-hose thread complying with ASME B1.20.7.
9. Nozzle and Wall-Plate Finish: Polished nickel bronze.
10. Operating Keys(s): One with each wall hydrant.

2.8 WATER-HAMMER ARRESTERS

A. Water-Hammer Arresters:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. AMTROL, Inc.
 - b. Josam Company.
 - c. MIFAB, Inc.
 - d. Precision Plumbing Products, Inc.
 - e. Sioux Chief Manufacturing Company, Inc.
 - f. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
 - g. Tyler Pipe; Wade Div.
 - h. Watts Drainage Products.
 - i. Zurn Industries, LLC; Plumbing Products Group; Specification Drainage Products.
2. Standard: ASSE 1010 or PDI-WH 201.
3. Type: Copper tube with piston.
4. Size: ASSE 1010, Sizes AA and A through F, or PDI-WH 201, Sizes A through F.

2.9 TRAP-SEAL PRIMER DEVICE

A. Supply-Type, Trap-Seal Primer Device:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the followin]:

- a. MIFAB, Inc.
 - b. Precision Plumbing Products, Inc.
 - c. Sioux Chief Manufacturing Company, Inc.
 - d. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
 - e. Watts; a division of Watts Water Technologies, Inc.; Watts Regulator Company.
2. Standard: ASSE 1018.
 3. Pressure Rating: 125 psig minimum.
 4. Body: Bronze.
 5. Inlet and Outlet Connections: NPS 1/2 threaded, union, or solder joint.
 6. Gravity Drain Outlet Connection: NPS 1/2 threaded or solder joint.
 7. Finish: Chrome plated, or rough bronze for units used with pipe or tube that is not chrome finished.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install backflow preventers in each water supply to mechanical equipment and systems and to other equipment and water systems that may be sources of contamination. Comply with authorities having jurisdiction.
 1. Locate backflow preventers in same room as connected equipment or system.
 2. Install drain for backflow preventers with atmospheric-vent drain connection with air-gap fitting, fixed air-gap fitting, or equivalent positive pipe separation of at least two pipe diameters in drain piping and pipe-to-floor drain. Locate air-gap device attached to or under backflow preventer. Simple air breaks are unacceptable for this application.
 3. Do not install bypass piping around backflow preventers.
- B. Install water regulators with inlet and outlet shutoff valves and bypass with memory-stop balancing valve. Install pressure gages on inlet and outlet.
- C. Install balancing valves in locations where they can easily be adjusted.
- D. Install temperature-actuated, water mixing valves with check stops or shutoff valves on inlets and with shutoff valve on outlet.
- E. Install Y-pattern strainers for water on supply side of each water pressure-reducing valve, solenoid valve and pump.
- F. Install water-hammer arresters in water piping according to PDI-WH 201.
- G. Install supply-type, trap-seal primer valves with outlet piping pitched down toward drain trap a minimum of 1 percent, and connect to floor-drain body, trap, or inlet fitting. Adjust valve for proper flow.

3.2 CONNECTIONS

- A. Comply with requirements for ground equipment in Section 260526 "Grounding and Bonding for Electrical Systems."
- B. Fire-retardant-treated-wood blocking is specified in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for electrical connections.

3.3 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Test each pressure vacuum breaker, [reduced-pressure-principle backflow preventer] [double-check, backflow-prevention assembly] [and] [double-check, detector-assembly backflow preventer] according to authorities having jurisdiction and the device's reference standard.
- B. Domestic water piping specialties will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

3.4 ADJUSTING

- A. Set field-adjustable pressure set points of water pressure-reducing valves.
- B. Set field-adjustable flow set points of balancing valves.
- C. Set field-adjustable temperature set points of temperature-actuated, water mixing valves.

END OF SECTION 22 11 19

SECTION 22 13 16 - SANITARY WASTE AND VENT PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipe, tube, and fittings.
2. Specialty pipe fittings.

B. Related Section:

1. Section 221313 "Facility Sanitary Sewers" for sanitary sewerage piping and structures outside the building.

1.2 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Soil, waste, and vent piping and support and installation shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1.3 ACTION SUBMITTALS

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

B. LEED Submittals:

1. Product Data for Credit IEQ 4.1: For solvent cements and adhesive primers, documentation including printed statement of VOC content.
2. Laboratory Test Reports for Credit IEQ 4: For solvent cements and adhesive primers, documentation indicating that products comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

1.4 INFORMATIONAL SUBMITTALS

- A. Seismic Qualification Certificates: For waste and vent piping, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Detailed description of piping anchorage devices on which the certification is based and their installation requirements.

- B. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- B. Comply with NSF/ANSI 14, "Plastics Piping Systems Components and Related Materials," for plastic piping components. Include marking with "NSF-dwv" for plastic drain, waste, and vent piping and "NSF-sewer" for plastic sewer piping.
- C. Hubless Cast Iron pipe and fittings shall be manufactured from gray cast iron and shall conform to ASTM A 888 and CISPI Standard 301. All pipe and fittings shall be marked with the collective trademark of the Cast Iron Soil Pipe Institute and listed by NSF International.
- D. Hub and Spigot Cast Iron pipe and fittings shall be manufactured from gray cast iron and shall conform to ASTM A 74. All pipe and fittings shall be marked with the collective trademark of the Cast Iron Soil Pipe Institute and listed by NSF International.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

- A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

2.2 HUBLESS, CAST-IRON SOIL PIPE AND FITTINGS

- A. Pipe and Fittings: ASTM A 888 or CISPI 301.
- B. CISPI, Hubless-Piping Couplings:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ANACO-Husky.
 - b. Dallas Specialty & Mfg. Co.
 - c. Fernco Inc.
 - d. Matco-Norca, Inc.
 - e. MIFAB, Inc.
 - f. Mission Rubber Company; a division of MCP Industries, Inc.
 - g. Stant.
 - h. Tyler Pipe.
 - 2. Standards: ASTM C 1277 and CISPI 310.
 - 3. Description: Stainless-steel corrugated shield with stainless-steel bands and tightening devices; and ASTM C 564, rubber sleeve with integral, center pipe stop.
- C. Heavy-Duty, Hubless-Piping Couplings:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ANACO-Husky.
 - b. Clamp-All Corp.
 - c. Dallas Specialty & Mfg. Co.
 - d. MIFAB, Inc.
 - e. Mission Rubber Company; a division of MCP Industries, Inc.
 - f. Stant.
 - g. Tyler Pipe.
2. Standards: ASTM C 1277 and ASTM C 1540.
3. Description: Stainless-steel shield with stainless-steel bands and tightening devices; and ASTM C 564, rubber sleeve with integral, center pipe stop.

2.3 COPPER TUBE AND FITTINGS

- A. Copper DWV Tube: ASTM B 306, drainage tube, drawn temper.
- B. Copper Drainage Fittings: ASME B16.23, cast copper or ASME B16.29, wrought copper, solder-joint fittings.
- C. Copper Flanges: ASME B16.24, Class 150, cast copper with solder-joint end.
 1. Flange Gasket Materials: ASME B16.21, full-face, flat, nonmetallic, asbestos-free, 1/8-inch maximum thickness unless thickness or specific material is indicated.
 2. Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.
- D. Solder: ASTM B 32, lead free with ASTM B 813, water-flushable flux.

2.4 PVC PIPE AND FITTINGS

- A. Solid-Wall PVC Pipe: ASTM D 2665, drain, waste, and vent.
- B. PVC Socket Fittings: ASTM D 2665, made to ASTM D 3311, drain, waste, and vent patterns and to fit Schedule 40 pipe.
- C. Adhesive Primer: ASTM F 656.
 1. Adhesive primer shall have a VOC content of 550 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 2. Adhesive primer shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- D. Solvent Cement: ASTM D 2564.

1. PVC solvent cement shall have a VOC content of 510 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
2. Solvent cement shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.5 SPECIALTY PIPE FITTINGS

A. Transition Couplings:

1. General Requirements: Fitting or device for joining piping with small differences in OD's or of different materials. Include end connections same size as and compatible with pipes to be joined.
2. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.
3. Shielded, Nonpressure Transition Couplings:
 - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Cascade Waterworks Mfg. Co.
 - 2) Mission Rubber Company; a division of MCP Industries, Inc.
 - b. Standard: ASTM C 1460.
 - c. Description: Elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.

PART 3 - EXECUTION

3.1 EARTH MOVING

- A. Comply with requirements for excavating, trenching, and backfilling specified in Section 312000 "Earth Moving."

3.2 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 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 at indicated slopes.
- F. Install piping free of sags and bends.
- G. Install fittings for changes in direction and branch connections.
- H. Install seismic restraints on piping. Comply with requirements for seismic-restraint devices specified in Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment."
- I. Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends. Sanitary tees and short-sweep 1/4 bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical. Use long-turn, double Y-branch and 1/8-bend fittings if two fixtures are installed back to back or side by side with common drain pipe. Straight tees, elbows, and crosses may be used on vent lines. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.
- J. Lay buried building drainage piping beginning at low point of each system. Install true to grades and alignment indicated, with unbroken continuity of invert. Place hub ends of piping upstream. Install required gaskets according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab in piping and pull past each joint as completed.
- K. Install soil and waste drainage and vent piping at the following minimum slopes unless otherwise indicated:
 - 1. Building Sanitary Drain: 2 percent, or 1/4" per foot, downward in direction of flow for piping NPS 2 and smaller; 1 percent, or 1/8" per foot, downward in direction of flow for piping NPS 3 and larger.
 - 2. Horizontal Sanitary Drainage Piping: 2 percent, or 1/4" per foot, downward in direction of flow for piping NPS 2 and smaller; 1 percent, or 1/8" per foot, downward in direction of flow for piping NPS 3 and larger.
 - 3. Vent Piping: 1 percent, or 1/8" per foot, down toward vertical fixture vent or toward vent stack.
- L. Install cast-iron soil piping according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook," Chapter IV, "Installation of Cast Iron Soil Pipe and Fittings."
- M. Install aboveground copper tubing according to CDA's "Copper Tube Handbook."
- N. Install aboveground PVC piping according to ASTM D 2665.
- O. Install underground PVC piping according to ASTM D 2321.

P. Plumbing Specialties:

1. Install backwater valves in sanitary waste gravity-flow piping. Comply with requirements for backwater valves specified in Section 221319 "Sanitary Waste Piping Specialties."
2. Install cleanouts at grade and extend to where building sanitary drains connect to building sanitary sewers in sanitary drainage gravity-flow piping. Comply with requirements for cleanouts specified in Section 221319 "Sanitary Waste Piping Specialties."
3. Install drains in sanitary drainage gravity-flow piping. Comply with requirements for drains specified in Section 221319 "Sanitary Waste Piping Specialties."

Q. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction, the Engineer of Record or the Owner's Representative.

R. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 220517 "Sleeves and Sleeve Seals for Plumbing Piping."

S. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 220517 "Sleeves and Sleeve Seals for Plumbing Piping."

T. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 220518 "Escutcheons for Plumbing Piping."

3.3 JOINT CONSTRUCTION

A. Join hub-and-spigot, cast-iron soil piping with gasket joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for compression joints.

B. Join hubless, cast-iron soil piping according to CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for hubless-piping coupling joints.

C. Join copper tube and fittings with soldered joints according to ASTM B 828. Use ASTM B 813, water-flushable, lead-free flux and ASTM B 32, lead-free-alloy solder.

D. Flanged Joints: Align bolt holes. Select appropriate gasket material, size, type, and thickness. Install gasket concentrically positioned. Use suitable lubricants on bolt threads. Torque bolts in cross pattern.

E. Plastic, Nonpressure-Piping, Solvent-Cement 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. PVC Piping: Join according to ASTM D 2855 and ASTM D 2665 Appendixes.

3.4 SPECIALTY PIPE FITTING INSTALLATION

A. Transition Couplings:

1. Install transition couplings at joints of piping with small differences in OD's.
2. In Drainage Piping: Shielded, nonpressure transition couplings.

3.5 VALVE INSTALLATION

- A. Backwater Valves: Install backwater valves in piping subject to backflow.
1. Horizontal Piping: Horizontal backwater valves. Use normally closed type unless otherwise indicated.
 2. Floor Drains: Drain outlet backwater valves unless drain has integral backwater valve.
 3. Install backwater valves in accessible locations.
 4. Comply with requirements for backwater valve specified in Section 221319 "Sanitary Waste Piping Specialties."

3.6 HANGER AND SUPPORT INSTALLATION

- A. Comply with requirements for seismic-restraint devices specified in Section 220548 "Vibration and Seismic Controls for Plumbing Piping and Equipment."
- B. Comply with requirements for pipe hanger and support devices and installation specified in Section 220529 "Hangers and Supports for Plumbing Piping and Equipment."
1. Install carbon-steel pipe hangers for horizontal piping in noncorrosive environments.
 2. Install stainless-steel pipe hangers for horizontal piping in corrosive environments.
 3. Install carbon-steel pipe support clamps for vertical piping in noncorrosive environments.
 4. Install stainless-steel pipe support clamps for vertical piping in corrosive environments.
 5. Vertical Piping: MSS Type 8 or Type 42, clamps.
 6. Install individual, straight, horizontal piping runs:
 - a. 100 Feet and Less: MSS Type 1, adjustable, steel clevis hangers.
 - b. Longer Than 100 Feet: MSS Type 43, adjustable roller hangers.
 - c. Longer Than 100 Feet if Indicated: MSS Type 49, spring cushion rolls.
 7. Multiple, Straight, Horizontal Piping Runs 100 Feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
 8. Base of Vertical Piping: MSS Type 52, spring hangers.
- C. Support horizontal piping and tubing within 12 inches of each fitting, valve, and coupling.
- D. Support vertical piping and tubing at base and at each floor.
- E. Rod diameter may be reduced one size for double-rod hangers, with 3/8-inch minimum rods.
- F. Install hangers for cast-iron soil piping with the following maximum horizontal spacing and minimum rod diameters:
1. NPS 1-1/2 and NPS 2: 60 inches with 3/8-inch rod.
 2. NPS 3: 60 inches with 1/2-inch rod.
 3. NPS 4 and NPS 5: 60 inches with 5/8-inch rod.

4. NPS 6 and NPS 8: 60 inches with 3/4-inch rod.
 5. Spacing for 10-foot lengths may be increased to 10 feet. Spacing for fittings is limited to 60 inches.
- G. Install supports for vertical cast-iron soil piping every 15 feet.
- H. Install hangers for copper tubing with the following maximum horizontal spacing and minimum rod diameters:
1. NPS 1-1/4: 72 inches with 3/8-inch rod.
 2. NPS 1-1/2 and NPS 2: 96 inches with 3/8-inch rod.
 3. NPS 2-1/2: 108 inches with 1/2-inch rod.
 4. NPS 3 up to and including NPS 5: 10 feet with 1/2-inch rod.
 5. NPS 6: 10 feet with 5/8-inch rod.
 6. NPS 8: 10 feet with 3/4-inch rod.
- I. Install supports for vertical copper tubing every 10 feet.
- J. Install hangers for PVC piping with the following maximum horizontal spacing and minimum rod diameters:
1. NPS 1-1/2 and NPS 2: 48 inches with 3/8-inch rod.
 2. NPS 3: 48 inches with 1/2-inch rod.
 3. NPS 4 and NPS 5: 48 inches with 5/8-inch rod.
 4. NPS 6 and NPS 8: 48 inches with 3/4-inch rod.
- K. Install supports for vertical PVC piping every 48 inches.
- L. Support piping and tubing not listed above according to MSS SP-69 and manufacturer's written instructions.

3.7 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Connect soil and waste piping to exterior sanitary sewerage piping. Use transition fitting to join dissimilar piping materials.
- C. Connect drainage and vent piping to the following:
1. Plumbing Fixtures: Connect drainage piping in sizes indicated, but not smaller than required by plumbing code.
 2. Plumbing Fixtures and Equipment: Connect atmospheric vent piping in sizes indicated, but not smaller than required by authorities having jurisdiction.
 3. Plumbing Specialties: Connect drainage and vent piping in sizes indicated, but not smaller than required by plumbing code.
 4. Install test tees (wall cleanouts) in conductors near floor and floor cleanouts with cover flush with floor.
 5. Install horizontal backwater valves [with cleanout cover flush with floor] [in pit with pit cover flush with floor].

6. Comply with requirements for [backwater valves] [cleanouts] [and] [drains] specified in Section 221319 "Sanitary Waste Piping Specialties."
 7. Equipment: Connect drainage piping as indicated. Provide shutoff valve if indicated and union for each connection. Use flanges instead of unions for connections NPS 2-1/2 and larger.
- D. Where installing piping adjacent to equipment, allow space for service and maintenance of equipment.
- E. Make connections according to the following unless otherwise indicated:
1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.
 2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.

3.8 IDENTIFICATION

- A. Identify exposed sanitary waste and vent piping. Comply with requirements for identification specified in Section 220553 "Identification for Plumbing Piping and Equipment."

3.9 FIELD QUALITY CONTROL

- A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.
1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
 2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.
- B. Reinspection: If authorities having jurisdiction, the Engineer or Record or the Owner's Representative find that piping will not pass test or inspection, make required corrections and arrange for reinspection.
- C. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction. Copies of these signed inspection reports will be forwarded to the Engineer or Record or the Owner's Representative.
- D. Test sanitary drainage and vent piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:
1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.
 2. Leave uncovered and unconcealed new, altered, extended, or replaced drainage and vent piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.

3. Roughing-in Plumbing Test Procedure: Test drainage and vent piping except outside leaders on completion of roughing-in. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water. From 15 minutes before inspection starts to completion of inspection, water level must not drop. Inspect joints for leaks.
4. Finished Plumbing Test Procedure: After plumbing fixtures have been set and traps filled with water, test connections and prove they are gastight and watertight. Plug vent-stack openings on roof and building drains where they leave building. Introduce air into piping system equal to pressure of 1-inch wg. Use U-tube or manometer inserted in trap of water closet to measure this pressure. Air pressure must remain constant without introducing additional air throughout period of inspection. Inspect plumbing fixture connections for gas and water leaks.
5. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
6. Prepare reports for tests and required corrective action.

3.10 CLEANING AND PROTECTION

- A. Clean interior of piping. Remove dirt and debris as work progresses.
- B. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.
- C. Place plugs in ends of uncompleted piping at end of day and when work stops.
- D. Exposed PVC Piping: Protect plumbing vents exposed to sunlight with two coats of water-based latex paint.

3.11 PIPING SCHEDULE

- A. Flanges and unions may be used on aboveground pressure piping unless otherwise indicated.
- B. Aboveground, soil and waste piping NPS 4 and smaller shall be any of the following:
 1. Service class, cast-iron soil pipe and fittings; gaskets; and gasketed joints.
 2. Hubless, cast-iron soil pipe and fittings; CISPI or heavy-duty hubless-piping couplings; and coupled joints.
 3. Copper DWV tube, copper drainage fittings, and soldered joints.
 4. Solid-wall PVC pipe, PVC socket fittings, and solvent-cemented joints.
 5. Dissimilar Pipe-Material Couplings: Shielded, nonpressure transition couplings.
- C. Aboveground, soil and waste piping NPS 5 and larger shall be any of the following:
 1. Service class, cast-iron soil pipe and fittings; gaskets; and gasketed joints.
 2. Hubless, cast-iron soil pipe and fittings; CISPI or heavy-duty hubless-piping couplings; and coupled joints.
 3. Solid-wall PVC pipe, PVC socket fittings, and solvent-cemented joints.
 4. Dissimilar Pipe-Material Couplings: Shielded, nonpressure transition couplings.

- D. Aboveground, vent piping NPS 4 and smaller shall be any of the following:
1. Service class, cast-iron soil pipe and fittings; gaskets; and gasketed joints.
 2. Hubless, cast-iron soil pipe and fittings; CISPI or heavy-duty hubless-piping couplings; and coupled joints.
 3. Copper DWV tube, copper drainage fittings, and soldered joints.
 4. Solid-wall PVC pipe, PVC socket fittings, and solvent-cemented joints.
 5. Dissimilar Pipe-Material Couplings: Shielded, nonpressure transition couplings.
- E. Aboveground, vent piping NPS 5 and larger shall be any of the following:
1. Service class, cast-iron soil pipe and fittings; gaskets; and gasketed joints.
 2. Hubless, cast-iron soil pipe and fittings; CISPI or heavy-duty hubless-piping couplings; and coupled joints.
 3. Solid-wall PVC pipe, PVC socket fittings, and solvent-cemented joints.
 4. Dissimilar Pipe-Material Couplings: Shielded, nonpressure transition couplings.
- F. Underground, soil, waste, and vent piping NPS 4 and smaller shall be any of the following:
1. Service class, cast-iron soil piping; gaskets; and gasketed joints.
 2. Hubless, cast-iron soil pipe and fittings; CISPI or heavy-duty cast-iron hubless-piping couplings; and coupled joints.
 3. Solid wall PVC pipe, PVC socket fittings, and solvent-cemented joints.
 4. Dissimilar Pipe-Material Couplings: Shielded, nonpressure transition couplings.
- G. Underground, soil and waste piping NPS 5 and larger shall be any of the following:
1. Service class, cast-iron soil piping; gaskets; and gasketed joints.
 2. Hubless, cast-iron soil pipe and fittings; CISPI or heavy-duty cast-iron hubless-piping couplings; coupled joints.
 3. Solid-wall PVC pipe; PVC socket fittings; and solvent-cemented joints.
 4. Dissimilar Pipe-Material Couplings: Shielded, nonpressure transition couplings.

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SECTION 22 13 19 - SANITARY WASTE PIPING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cleanouts.
 - 2. Floor drains.
 - 3. Roof flashing assemblies.
 - 4. Miscellaneous sanitary drainage piping specialties.
 - 5. Flashing materials.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, and accessories for grease interceptors.

1.3 QUALITY ASSURANCE

- A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 CLEANOUTS

- A. Exposed Cast-Iron Cleanouts:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Josam Company.
 - b. MIFAB, Inc.
 - c. Smith, Jay R. Mfg. Co.
 - d. Tyler Pipe.
 - e. Watts Drainage Products.
 - f. Zurn Plumbing Products Group.
 - 2. Standard: ASME A112.36.2M for cast iron for cleanout test tee.
 - 3. Size: Same as connected drainage piping
 - 4. Body Material: Hub-and-spigot, cast-iron soil pipe T-branch underground, Hubless, cast-iron soil pipe test tee above ground as required to match connected piping.
 - 5. Closure: Countersunk, brass plug.

6. Closure Plug Size: Same as or not more than one size smaller than cleanout size.

B. Cast-Iron Floor Cleanouts:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Josam Company; Josam Div.
 - b. Oatey.
 - c. Sioux Chief Manufacturing Company, Inc.
 - d. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
 - e. Tyler Pipe; Wade Div.
 - f. Watts Drainage Products Inc.
 - g. Zurn Plumbing Products Group; Light Commercial Operation.
 - h. Zurn Plumbing Products Group; Specification Drainage Operation.
2. Standard: ASME A112.36.2M for heavy-duty, adjustable housing, threaded, cleanout.
3. Size: Same as connected branch.
4. Type: Heavy-duty, adjustable housing.
5. Body or Ferrule: Cast iron.
6. Clamping Device: [Not required] [Required].
7. Outlet Connection: Spigot.
8. Closure: Brass plug with tapered threads.
9. Adjustable Housing Material: Cast iron with threads.
10. Frame and Cover Material and Finish: Nickel-bronze, copper alloy.
11. Frame and Cover Shape: Round.
12. Top Loading Classification: Extra Heavy Duty.
13. Riser: ASTM A 74, Extra-Heavy class, cast-iron drainage pipe fitting and riser to cleanout.

C. Cast-Iron Wall Cleanouts:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Josam Company; Josam Div.
 - b. MIFAB, Inc.
 - c. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
 - d. Tyler Pipe; Wade Div.
 - e. Watts Drainage Products Inc.
 - f. Zurn Plumbing Products Group; Specification Drainage Operation.
2. Standard: ASME A112.36.2M. Include wall access.
3. Size: Same as connected drainage piping.
4. Body: Hub-and-spigot, cast-iron soil pipe T-branch underground, Hubless, cast-iron soil pipe test tee above ground as required to match connected piping.
5. Closure: [Countersunk] [Countersunk or raised-head] [Raised-head], [drilled-and-threaded] [brass] [cast-iron] plug.
6. Closure Plug Size: Same as or not more than one size smaller than cleanout size.

7. Wall Access: Round, [deep, chrome-plated bronze] [flat, chrome-plated brass or stainless-steel] cover plate with screw.
8. Wall Access: [Round] [Square], [nickel-bronze, copper-alloy, or stainless-steel] <Insert material> wall-installation frame and cover.

2.2 FLOOR DRAINS

A. Cast-Iron Floor Drains <Insert drawing designation if any>:

1. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:
2. Basis-of-Design Product: Subject to compliance with requirements, provide [product indicated on Drawings] <Insert manufacturer's name; product name or designation> or comparable product by one of the following:
 - a. Commercial Enameling Co.
 - b. Josam Company; Josam Div.
 - c. MIFAB, Inc.
 - d. Prier Products, Inc.
 - e. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
 - f. Tyler Pipe; Wade Div.
 - g. Watts Drainage Products Inc.
 - h. Zurn Plumbing Products Group; Light Commercial Operation.
 - i. Zurn Plumbing Products Group; Specification Drainage Operation.
 - j. <Insert manufacturer's name>.
3. Standard: ASME A112.6.3[with backwater valve].
4. Pattern: [Area] [Floor] [Funnel floor] [Sanitary] <Insert pattern> drain.
5. Body Material: [Gray iron] <Insert material>.
6. Seepage Flange: [Not required] [Required].
7. Anchor Flange: [Not required] [Required].
8. Clamping Device: [Not required] [Required].
9. Outlet: [Bottom] [Side] <Insert type>.
10. Backwater Valve: [Drain-outlet type] [Integral, ASME A112.14.1, swing-check type] [Not required].
11. Coating on Interior and Exposed Exterior Surfaces: [Acid-resistant enamel] [Not required] <Insert material>.
12. Sediment Bucket: [Not required] <Insert description>.
13. Top or Strainer Material: [Bronze] [Gray iron] [Nickel bronze] <Insert material>.
14. Top of Body and Strainer Finish: [Nickel bronze] [Polished bronze] [Rough bronze] <Insert finish>.
15. Top Shape: [Round] [Square] <Insert shape>.
16. Dimensions of Top or Strainer: <Insert dimensions and describe body, sump, and grate.>
17. Top Loading Classification: [Extra Heavy-Duty] [Heavy Duty] [Light Duty] [Medium Duty] <Delete if not applicable>.
18. Funnel: [Not required] [Required] <Insert description and dimensions>.
19. Inlet Fitting: [Not required] [Gray iron, with threaded inlet and threaded or spigot outlet, and trap-seal primer valve connection].

20. Trap Material: [Bronze] [Cast iron] [Copper] [Not required] <Insert material>.
21. Trap Pattern: [Deep-seal P-trap] [Standard P-trap] [Not required] <Insert pattern>.
22. Trap Features: [Cleanout] [Trap-seal primer valve drain connection] [Cleanout and trap-seal primer valve drain connection] [Not required] <Insert type>.

2.3 ROOF FLASHING ASSEMBLIES

A. Roof Flashing Assemblies:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Acorn Engineering Company; Elmdor/Stoneman Div.
 - b. Thaler Metal Industries Ltd.
 - c. <Insert manufacturer's name>.
2. Description: Manufactured assembly made of [4.0-lb/sq. ft. (20-kg/sq. m), 0.0625-inch- (1.6-mm-)] [6.0-lb/sq. ft. (30-kg/sq. m), 0.0938-inch- (2.4-mm-)] thick, lead flashing collar and skirt extending at least [6 inches (150 mm)] [8 inches (200 mm)] [10 inches (250 mm)] from pipe, with galvanized-steel boot reinforcement and counterflashing fitting.
 - a. Open-Top Vent Cap: Without cap.
 - b. Low-Silhouette Vent Cap: With vandal-proof vent cap.
 - c. Extended Vent Cap: With field-installed, vandal-proof vent cap.

2.4 MISCELLANEOUS SANITARY DRAINAGE PIPING SPECIALTIES

A. Deep-Seal Traps <Insert drawing designation if any>:

1. Description: Cast-iron or bronze casting, with inlet and outlet matching connected piping and cleanout trap-seal primer valve connection.
2. Size: Same as connected waste piping.
 - a. NPS 2 (DN 50): 4-inch- (100-mm-) minimum water seal.
 - b. NPS 2-1/2 (DN 65) and Larger: 5-inch- (125-mm-) minimum water seal.

B. Floor-Drain, Trap-Seal Primer Fittings <Insert drawing designation if any>:

1. Description: Cast iron, with threaded inlet and threaded or spigot outlet, and trap-seal primer valve connection.
2. Size: Same as floor drain outlet with NPS 1/2 (DN 15) side inlet.

C. Stack Flashing Fittings:

1. Description: Counterflashing-type, cast-iron fitting, with bottom recess for terminating roof membrane, and with threaded or hub top for extending vent pipe.
2. Size: Same as connected stack vent or vent stack.

2.5 FLASHING MATERIALS

- A. Lead Sheet: ASTM B 749, Type L51121, copper bearing, with the following minimum weights and thicknesses, unless otherwise indicated:
 - 1. General Use: 4.0-lb/sq. ft. (20-kg/sq. m), 0.0625-inch (1.6-mm) thickness.
 - 2. Vent Pipe Flashing: 3.0-lb/sq. ft. (15-kg/sq. m), 0.0469-inch (1.2-mm) thickness.
 - 3. Burning: 6-lb/sq. ft. (30-kg/sq. m), 0.0938-inch (2.4-mm) thickness.
- B. Fasteners: Metal compatible with material and substrate being fastened.
- C. Metal Accessories: Sheet metal strips, clamps, anchoring devices, and similar accessory units required for installation; matching or compatible with material being installed.
- D. Solder: ASTM B 32, lead-free alloy.
- E. Bituminous Coating: SSPC-Paint 12, solvent-type, bituminous mastic.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install cleanouts in aboveground piping and building drain piping according to the following, unless otherwise indicated:
 - 1. Size same as drainage piping up to NPS 4 (DN 100). Use NPS 4 (DN 100) for larger drainage piping unless larger cleanout is indicated.
 - 2. Locate at each change in direction of piping greater than 45 degrees.
 - 3. Locate at minimum intervals of 50 feet (15 m) for piping NPS 4 (DN 100) and smaller and 100 feet (30 m) for larger piping.
 - 4. Locate at base of each vertical soil and waste stack.
- B. For floor cleanouts for piping below floors, install cleanout deck plates with top flush with finished floor.
- C. For cleanouts located in concealed piping, install cleanout wall access covers, of types indicated, with frame and cover flush with finished wall.
- D. Install floor drains at low points of surface areas to be drained. Set grates of drains flush with finished floor, unless otherwise indicated.
 - 1. Position floor drains for easy access and maintenance.
 - 2. Set floor drains below elevation of surrounding finished floor to allow floor drainage. Set with grates depressed according to the following drainage area radii:
 - a. Radius, 30 Inches (750 mm) or Less: Equivalent to 1 percent slope, but not less than 1/4-inch (6.35-mm) total depression.
 - b. Radius, 30 to 60 Inches (750 to 1500 mm): Equivalent to 1 percent slope.

- c. Radius, 60 Inches (1500 mm) or Larger: Equivalent to 1 percent slope, but not greater than 1-inch (25-mm) total depression.
- 3. Install floor-drain flashing collar or flange so no leakage occurs between drain and adjoining flooring. Maintain integrity of waterproof membranes where penetrated.
- 4. Install individual traps for floor drains connected to sanitary building drain, unless otherwise indicated.
- E. Install roof flashing assemblies on sanitary stack vents and vent stacks that extend through roof.
- F. Install flashing fittings on sanitary stack vents and vent stacks that extend through roof.
- G. Assemble open drain fittings and install with top of hub [1 inch (25 mm)] [2 inches (51 mm)] <Insert dimension> above floor.
- H. Install deep-seal traps on floor drains and other waste outlets, if indicated.
- I. Install floor-drain, trap-seal primer fittings on inlet to floor drains that require trap-seal primer connection.
 - 1. Exception: Fitting may be omitted if trap has trap-seal primer connection.
 - 2. Size: Same as floor drain inlet.
- J. Install sleeve flashing device with each riser and stack passing through floors with waterproof membrane.

3.2 CONNECTIONS

- A. Comply with requirements in Section 221316 "Sanitary Waste and Vent Piping" for piping installation requirements. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to equipment to allow service and maintenance.

3.3 FLASHING INSTALLATION

- A. Fabricate flashing from single piece unless large pans, sumps, or other drainage shapes are required. Join flashing according to the following if required:
 - 1. Lead Sheets: Burn joints of lead sheets 6.0-lb/sq. ft. (30-kg/sq. m), 0.0938-inch (2.4-mm) thickness or thicker. Solder joints of lead sheets 4.0-lb/sq. ft. (20-kg/sq. m), 0.0625-inch (1.6-mm) thickness or thinner.
- B. Install sheet flashing on pipes, sleeves, and specialties passing through or embedded in floors and roofs with waterproof membrane.
 - 1. Pipe Flashing: Sleeve type, matching pipe size, with minimum length of 10 inches (250 mm), and skirt or flange extending at least 8 inches (200 mm) around pipe.

2. Sleeve Flashing: Flat sheet, with skirt or flange extending at least 8 inches (200 mm) around sleeve.
 3. Embedded Specialty Flashing: Flat sheet, with skirt or flange extending at least 8 inches (200 mm) around specialty.
- C. Set flashing on floors and roofs in solid coating of bituminous cement.
 - D. Secure flashing into sleeve and specialty clamping ring or device.
 - E. Install flashing for piping passing through roofs with counterflashing or commercially made flashing fittings, according to Section 076200 "Sheet Metal Flashing and Trim."
 - F. Extend flashing up vent pipe passing through roofs and turn down into pipe, or secure flashing into cast-iron sleeve having calking recess.

3.4 LABELING AND IDENTIFYING

- A. Equipment Nameplates and Signs: Install engraved plastic-laminate equipment nameplate or sign on or near each grease interceptor.
- B. Distinguish among multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations, in addition to identifying unit. Nameplates and signs are specified in Section 220553 "Identification for Plumbing Piping and Equipment."

3.5 PROTECTION

- A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.
- B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION 22 13 19

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SECTION 22 33 00 - ELECTRIC, DOMESTIC-WATER HEATERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Commercial, electric, storage, domestic-water heaters.
2. Domestic-water heater accessories.

1.2 ACTION SUBMITTALS

A. Product Data: For each type and size of domestic-water heater indicated.

B. Shop Drawings:

1. Wiring Diagrams: For power, signal, and control wiring.

1.3 INFORMATIONAL SUBMITTALS

- A. Seismic Qualification Certificates: For commercial domestic-water heaters, accessories, and components, from manufacturer.
- B. Domestic-Water Heater Labeling: Certified and labeled by testing agency acceptable to authorities having jurisdiction.
- C. Source quality-control reports.
- D. Field quality-control reports.
- E. 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/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1.

- C. ASME Compliance: Where ASME-code construction is indicated, fabricate and label commercial, domestic-water heater storage tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.
- D. NSF Compliance: Fabricate and label equipment components that will be in contact with potable water to comply with NSF 61, "Drinking Water System Components - Health Effects."

1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of electric, domestic-water heaters that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Periods: From date of Substantial Completion.
 - a. Commercial, Electric, Storage, Domestic-Water Heaters:
 - 1) Storage Tank: Five years.
 - 2) Controls and Other Components: Five years.
 - b. Compression Tanks: Five years.

PART 2 - PRODUCTS

2.1 COMMERCIAL, ELECTRIC, domestic-WATER HEATERS

- A. Commercial, Electric, Storage, Domestic-Water Heaters:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Bradford White Corporation.
 - b. Smith, A. O. Water Products Co.; a division of A. O. Smith Corporation.
 - c. State Industries.
 - 2. Standard: UL 1453.
 - 3. Storage-Tank Construction: Non-ASME-code, steel vertical arrangement.
 - a. Tappings: Factory fabricated of materials compatible with tank and piping connections. Attach tappings to tank before testing.
 - 1) NPS 2 (DN 50) and Smaller: Threaded ends according to ASME B1.20.1.
 - 2) NPS 2-1/2 (DN 65) and Larger: Flanged ends according to ASME B16.5 for steel and stainless-steel flanges, and according to ASME B16.24 for copper and copper-alloy flanges.
 - b. Pressure Rating: 150 psig.

- c. Interior Finish: Comply with NSF 61 barrier materials for potable-water tank linings, including extending lining material into tappings.
- 4. Factory-Installed Storage-Tank Appurtenances:
 - a. Anode Rod: Replaceable magnesium.
 - b. Drain Valve: Corrosion-resistant metal complying with ASSE 1005.
 - c. Insulation: Comply with ASHRAE/IESNA 90.1.
 - d. Jacket: Steel with enameled finish.
 - e. Heating Elements: Electric, screw-in or bolt-on immersion type arranged in multiples of three.
 - f. Temperature Control: Adjustable thermostat.
 - g. Safety Controls: High-temperature-limit and low-water cutoff devices or systems.
 - h. Relief Valves: ASME rated and stamped for combination temperature-and-pressure relief valves. Include one or more relief valves with total relieving capacity at least as great as heat input, and include pressure setting less than domestic-water heater working-pressure rating. Select one relief valve with sensing element that extends into storage tank.
- 5. Special Requirements: NSF 5 construction.

B. Capacity and Characteristics:

- 1. Capacity: Refer to drawings.
- 2. Recovery: Refer to drawings.
- 3. Temperature Setting: Refer to drawings.
- 4. Power Demand: Refer to drawings.
- 5. Heating Elements: Refer to drawings.
- 6. Electrical Characteristics: Refer to drawings.

2.2 domestic-WATER HEATER ACCESSORIES

A. Domestic-Water Compression Tanks:

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. AMTROL Inc.
 - b. Smith, A. O. Water Products Co.; a division of A. O. Smith Corporation.
 - c. State Industries.
- 2. Description: Steel pressure-rated tank constructed with welded joints and factory-installed butyl-rubber diaphragm. Include air precharge to minimum system-operating pressure at tank.
- 3. Construction:
 - a. Tappings: Factory-fabricated steel, welded to tank before testing and labeling. Include ASME B1.20.1 pipe thread.

- b. Interior Finish: Comply with NSF 61 barrier materials for potable-water tank linings, including extending finish into and through tank fittings and outlets.
 - c. Air-Charging Valve: Factory installed.
- 4. Capacity and Characteristics: Refer to drawings.
- B. Drain Pans: Corrosion-resistant metal with raised edge. Comply with ANSI/CSA LC 3. Include dimensions not less than base of domestic-water heater, and include drain outlet not less than NPS 3/4 with ASME B1.20.1 pipe threads or with ASME B1.20.7 garden-hose threads.
- C. Piping-Type Heat Traps: Field-fabricated piping arrangement according to ASHRAE/IESNA 90.1 or ASHRAE 90.2.
- D. Heat-Trap Fittings: ASHRAE 90.2.
- E. Pressure-Reducing Valves: ASSE 1003 for water. Set at 25-psig-maximum outlet pressure unless otherwise indicated.
- F. Combination Temperature-and-Pressure Relief Valves: ASME rated and stamped. Include relieving capacity at least as great as heat input, and include pressure setting less than domestic-water heater working-pressure rating. Select relief valves with sensing element that extends into storage tank.
- G. Pressure Relief Valves: ASME rated and stamped. Include pressure setting less than domestic-water heater working-pressure rating.
- H. Vacuum Relief Valves: ANSI Z21.22/CSA 4.4.
- I. Shock Absorbers: ASSE 1010 or PDI-WH 201, Size A water hammer arrester.
- J. Domestic-Water Heater Stands: Manufacturer's factory-fabricated steel stand for floor mounting, capable of supporting domestic-water heater and water. Include dimension that will support bottom of domestic-water heater a minimum of 18 inches above the floor.
- K. Domestic-Water Heater Mounting Brackets: Manufacturer's factory-fabricated steel bracket for wall mounting, capable of supporting domestic-water heater and water.

2.3 SOURCE QUALITY CONTROL

- A. Factory Tests: Test and inspect domestic-water heaters specified to be ASME-code construction, according to ASME Boiler and Pressure Vessel Code.
- B. Hydrostatically test commercial domestic-water heaters to minimum of one and one-half times pressure rating before shipment.
- C. Electric, domestic-water heaters will be considered defective if they do not pass tests and inspections. Comply with requirements in Section 014000 "Quality Requirements" for retesting and reinspecting requirements and Section 017300 "Execution" for requirements for correcting the Work.

- D. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 DOMESTIC-WATER HEATER INSTALLATION

- A. Commercial, Electric, Domestic-Water Heater Mounting: Install commercial, electric, domestic-water heaters on concrete base. Comply with requirements for concrete bases specified in Section 033000 "Cast-in-Place Concrete."
 - 1. Exception: Omit concrete bases for commercial, electric, domestic-water heaters if installation on stand, bracket, suspended platform, or directly on floor is indicated.
 - 2. Maintain manufacturer's recommended clearances.
 - 3. Arrange units so controls and devices that require servicing are accessible.
 - 4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
 - 5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
 - 6. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 7. Install anchor bolts to elevations required for proper attachment to supported equipment.
 - 8. Anchor domestic-water heaters to substrate.
- B. Install electric, domestic-water heaters level and plumb, according to layout drawings, original design, and referenced standards. Maintain manufacturer's recommended clearances. Arrange units so controls and devices needing service are accessible.
 - 1. Install shutoff valves on domestic-water-supply piping to domestic-water heaters and on domestic-hot-water outlet piping. Comply with requirements for shutoff valves specified in Section 220523.12 "Ball Valves for Plumbing Piping," and Section 220523.15 "Gate Valves for Plumbing Piping,"
- C. Install combination temperature-and-pressure relief valves in top portion of storage tanks. Use relief valves with sensing elements that extend into tanks. Extend commercial-water-heater relief-valve outlet, with drain piping same as domestic-water piping in continuous downward pitch, and discharge by positive air gap onto closest floor drain.
- D. Install combination temperature-and-pressure relief valves in water piping for electric, domestic-water heaters without storage. Extend commercial-water-heater relief-valve outlet, with drain piping same as domestic-water piping in continuous downward pitch, and discharge by positive air gap onto closest floor drain.
- E. Install water-heater drain piping as indirect waste to spill by positive air gap into open drains or over floor drains. Install hose-end drain valves at low points in water piping for electric, domestic-water heaters that do not have tank drains. Comply with requirements for hose-end drain valves specified in Section 221119 "Domestic Water Piping Specialties."

- F. Install thermometers on outlet piping of electric, domestic-water heaters. Comply with requirements for thermometers specified in Section 220519 "Meters and Gages for Plumbing Piping."
- G. Install pressure-reducing valve with integral bypass relief valve in electric, domestic-water booster-heater inlet piping and water hammer arrester in booster-heater outlet piping. Set pressure-reducing valve for outlet pressure of 25 psig. Comply with requirements for pressure-reducing valves and water hammer arresters specified in Section 221119 "Domestic Water Piping Specialties."
- H. Install piping-type heat traps on inlet and outlet piping of electric, domestic-water heater storage tanks without integral or fitting-type heat traps.
- I. Fill electric, domestic-water heaters with water.
- J. Charge domestic-water compression tanks with air.

3.2 CONNECTIONS

- A. Comply with requirements for piping specified in Section 221116 "Domestic Water Piping." Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Where installing piping adjacent to electric, domestic-water heaters, allow space for service and maintenance of water heaters. Arrange piping for easy removal of domestic-water heaters.

3.3 IDENTIFICATION

- A. Identify system components. Comply with requirements for identification specified in Section 220553 "Identification for Plumbing Piping and Equipment."

3.4 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.
 - 2. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 3. Operational Test: After electrical circuitry has been energized, start units to confirm proper operation.
 - 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Electric, domestic-water heaters will be considered defective if they do not pass tests and inspections. Comply with requirements in Section 014000 "Quality Requirements" for retesting and reinspecting requirements and Section 017300 "Execution" for requirements for correcting the Work.

- C. Prepare test and inspection reports.

END OF SECTION 22 33 00

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SECTION 22 42 13.13 - COMMERCIAL WATER CLOSETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Water closets.
2. Flushometer valves.
3. Toilet seats.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For flushometer valves[and electronic sensors] to include in operation and maintenance manuals.

PART 2 - PRODUCTS

(Verify special SCO / Wake County / City of Raleigh criteria regarding listing of manufacturers)

2.1 WALL-MOUNTED WATER CLOSETS

A. Water Closets: Wall mounted, top spud.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. American Standard America.
 - b. Kohler Co.
 - c. Zurn Industries, LLC; Commercial Brass and Fixtures.
2. Bowl:
 - a. Standards: ASME A112.19.2/CSA B45.1 and ASME A112.19.5.
 - b. Material: Vitreous china.
 - c. Type: Siphon jet.

- d. Style: Flushometer valve.
 - e. Height: Standard and Handicapped/elderly, complying with ICC/ANSI A117.1.
 - f. Rim Contour: Elongated.
 - g. Water Consumption: 1.6 gal. per flush.
 - h. Spud Size and Location: NPS 1-1/2; top.
 - i. Color: White.
3. Bowl-to-Drain Connecting Fitting: ASTM A 1045 or ASME A112.4.3.

2.2 FLUSHOMETER VALVES

A. Lever-Handle, Diaphragm Flushometer Valves:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Sloan Valve Company.
 - b. Zurn Industries, LLC; Commercial Brass and Fixtures.
2. Standard: ASSE 1037.
3. Minimum Pressure Rating: 125 psig (860 kPa).
4. Features: Include integral check stop and backflow-prevention device.
5. Material: Brass body with corrosion-resistant components.
6. Exposed Flushometer-Valve Finish: Chrome plated.
7. Panel Finish: Chrome plated or stainless steel.
8. Style: Exposed.
9. Consumption: 1.6 gal. per flush.
10. Minimum Inlet: NPS 1.
11. Minimum Outlet: NPS 1-1/4.

B. Lever-Handle, Piston Flushometer Valves:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Sloan Valve Company.
 - b. Zurn Industries, LLC; Commercial Brass and Fixtures.
2. Standard: ASSE 1037.
3. Minimum Pressure Rating: 125 psig (860 kPa).
4. Features: Include integral check stop and backflow-prevention device.
5. Material: Brass body with corrosion-resistant components.
6. Exposed Flushometer-Valve Finish: Chrome plated.
7. Panel Finish: Chrome plated or stainless steel.
8. Style: Exposed.
9. Consumption: 1.6 gal. per flush.
10. Minimum Inlet: NPS 1.
11. Minimum Outlet: NPS 1-1/4.

2.3 TOILET SEATS

A. Toilet Seats:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Bemis Manufacturing Company.
 - b. Church Seats.
 - c. Olsonite Seat Co.
2. Standard: IAPMO/ANSI Z124.5.
3. Material: Plastic.
4. Type: Commercial (Heavy duty).
5. Shape: Elongated rim, open front.
6. Hinge: Self-sustaining, check.
7. Hinge Material: Noncorroding metal.
8. Seat Cover: Required.
9. Color: White.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Water-Closet Installation:

1. Install level and plumb according to roughing-in drawings.
2. Install floor-mounted water closets on bowl-to-drain connecting fitting attachments to piping or building substrate.
3. Install accessible, wall-mounted water closets at mounting height for handicapped/elderly, according to ICC/ANSI A117.1.

B. Support Installation:

1. Install supports, affixed to building substrate, for floor-mounted, back-outlet water closets.
2. Use carrier supports with waste-fitting assembly and seal.
3. Install wall-mounted, back-outlet water-closet supports with waste-fitting assembly and waste-fitting seals; and affix to building substrate.

C. Flushometer-Valve Installation:

1. Install flushometer-valve, water-supply fitting on each supply to each water closet.
2. Attach supply piping to supports or substrate within pipe spaces behind fixtures.
3. Install lever-handle flushometer valves for accessible water closets with handle mounted on open side of water closet.
4. Install actuators in locations that are easy for people with disabilities to reach.

D. Install toilet seats on water closets.

E. Wall Flange and Escutcheon Installation:

1. Install wall flanges or escutcheons at piping wall penetrations in exposed, finished locations and within cabinets and millwork.
2. Install deep-pattern escutcheons if required to conceal protruding fittings.
3. Comply with escutcheon requirements specified in Section 220518 "Escutcheons for Plumbing Piping."

F. Joint Sealing:

1. Seal joints between water closets and walls and floors using sanitary-type, one-part, mildew-resistant silicone sealant.
2. Match sealant color to water-closet color.
3. Comply with sealant requirements specified in Section 079200 "Joint Sealants."

3.2 CONNECTIONS

- A. Connect water closets with water supplies and soil, waste, and vent piping. Use size fittings required to match water closets.
- B. Comply with water piping requirements specified in Section 221116 "Domestic Water Piping."
- C. Comply with soil and waste piping requirements specified in Section 221316 "Sanitary Waste and Vent Piping."
- D. Where installing piping adjacent to water closets, allow space for service and maintenance.

3.3 ADJUSTING

- A. Operate and adjust water closets and controls. Replace damaged and malfunctioning water closets, fittings, and controls.
- B. Adjust water pressure at flushometer valves to produce proper flow.

3.4 CLEANING AND PROTECTION

- A. Clean water closets and fittings with manufacturers' recommended cleaning methods and materials.
- B. Install protective covering for installed water closets and fittings.
- C. Do not allow use of water closets for temporary facilities unless approved in writing by Owner.

END OF SECTION 22 42 13.13

SECTION 22 42 13.16 - COMMERCIAL URINALS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Urinals.
2. Flushometer valves.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For flushometer valves[and electronic sensors] to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 WALL-HUNG URINALS

- A. Urinals: Wall hung, back outlet, siphon jet, accessible.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. American Standard America.
- b. Briggs Plumbing Products, Inc.
- c. Ferguson Enterprises, Inc.; ProFlo Brand.
- d. Gerber Plumbing Fixtures LLC.
- e. Kohler Co.
- f. Mansfield Plumbing Products LLC.
- g. Peerless Pottery Sales, Inc.
- h. Sloan Valve Company.

2. Fixture:

- a. Standards: ASME A112.19.2/CSA B45.1 and ASME A112.19.5.
- b. Material: Vitreous china.

- c. Type: Siphon jet.
 - d. Strainer or Trapway: Manufacturer's standard strainer with integral trap.
 - e. Water Consumption: 1 GPF maximum.
 - f. Spud Size and Location: NPS 3/4; top.
 - g. Outlet Size and Location: NPS 2; back.
 - h. Color: White.
3. Flushometer Valve:
- a. Manual
 - b. Sensor Operated
4. Waste Fitting:
- a. Standard: ASME A112.18.2/CSA B125.2 for coupling.
 - b. Size: NPS 2.
5. Support: ASME A112.6.1M, Type I, urinal carrier with fixture support plates and coupling with seal and fixture bolts and hardware matching fixture. Include rectangular, steel uprights.

2.2 URINAL FLUSHOMETER VALVES

A. Lever-Handle, Diaphragm Flushometer Valves:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- a. Coyne & Delany Co.
 - b. Gerber Plumbing Fixtures LLC.
 - c. Sloan Valve Company.
 - d. Zurn Industries, LLC; Commercial Brass and Fixtures.
2. Standard: ASSE 1037.
3. Minimum Pressure Rating: 125 psig (860 kPa).
4. Features: Include integral check stop and backflow-prevention device.
5. Material: Brass body with corrosion-resistant components.
6. Exposed Flushometer-Valve Finish: Chrome plated.
7. Style: Exposed.
8. Consumption: 0.5 gal. per flush.
9. Minimum Inlet: NPS 3/4.

B. Lever-Handle, Piston Flushometer Valves:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- a. Coyne & Delany Co.

- b. Gerber Plumbing Fixtures LLC.
 - c. Sloan Valve Company.
 - d. Zurn Industries, LLC; Commercial Brass and Fixtures.
-
- 2. Standard: ASSE 1037.
 - 3. Minimum Pressure Rating: 125 psig (860 kPa).
 - 4. Features: Include integral check stop and backflow-prevention device.
 - 5. Material: Brass body with corrosion-resistant components.
 - 6. Exposed Flushometer-Valve Finish: Chrome plated.
 - 7. Style: Exposed.
 - 8. Consumption: 0.5 gal. per flush.
 - 9. Minimum Inlet: NPS 3/4.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine roughing-in of water supply and sanitary drainage and vent piping systems to verify actual locations of piping connections before urinal installation.
- B. Examine walls and floors for suitable conditions where urinals will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Urinal Installation:
 - 1. Install urinals level and plumb according to roughing-in drawings.
 - 2. Install wall-hung, back-outlet urinals onto waste fitting seals and attached to supports.
 - 3. Install wall-hung, bottom-outlet urinals with tubular waste piping attached to supports.
 - 4. Install accessible, wall-mounted urinals at mounting height for the handicapped/elderly, according to ICC/ANSI A117.1.
 - 5. Install trap-seal liquid in waterless urinals.
- B. Support Installation:
 - 1. Install supports, affixed to building substrate, for wall-hung urinals.
 - 2. Use off-floor carriers with waste fitting and seal for back-outlet urinals.
 - 3. Use carriers without waste fitting for urinals with tubular waste piping.
 - 4. Use chair-type carrier supports with rectangular steel uprights for accessible urinals.
- C. Flushometer-Valve Installation:
 - 1. Install flushometer-valve water-supply fitting on each supply to each urinal.
 - 2. Attach supply piping to supports or substrate within pipe spaces behind fixtures.

3. Install lever-handle flushometer valves for accessible urinals with handle mounted on open side of compartment.
4. Install fresh batteries in battery-powered, electronic-sensor mechanisms.

D. Wall Flange and Escutcheon Installation:

1. Install wall flanges or escutcheons at piping wall penetrations in exposed, finished locations.
2. Install deep-pattern escutcheons if required to conceal protruding fittings.
3. Comply with escutcheon requirements specified in Section 220518 "Escutcheons for Plumbing Piping."

E. Joint Sealing:

1. Seal joints between urinals and walls and floors using sanitary-type, one-part, mildew-resistant silicone sealant.
2. Match sealant color to urinal color.
3. Comply with sealant requirements specified in Section 079200 "Joint Sealants."

3.3 CONNECTIONS

- A. Connect urinals with water supplies and soil, waste, and vent piping. Use size fittings required to match urinals.
- B. Comply with water piping requirements specified in Section 221116 "Domestic Water Piping."
- C. Comply with soil and waste piping requirements specified in Section 221316 "Sanitary Waste and Vent Piping."
- D. Where installing piping adjacent to urinals, allow space for service and maintenance.

3.4 ADJUSTING

- A. Operate and adjust urinals and controls. Replace damaged and malfunctioning urinals, fittings, and controls.
- B. Adjust water pressure at flushometer valves to produce proper flow.
- C. Install fresh batteries in battery-powered, electronic-sensor mechanisms.

3.5 CLEANING AND PROTECTION

- A. Clean urinals and fittings with manufacturers' recommended cleaning methods and materials.
- B. Install protective covering for installed urinals and fittings.
- C. Do not allow use of urinals for temporary facilities unless approved in writing by Owner.

END OF SECTION 22 42 13.16

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SECTION 22 42 16.13 - COMMERCIAL LAVATORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Lavatories.
2. Faucets.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include diagrams for power, signal, and control wiring of automatic faucets.

1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Counter cutout templates for mounting of counter-mounted lavatories.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For lavatories and faucets to include in operation and maintenance manuals.
1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - a. Servicing and adjustments of automatic faucets.

PART 2 - PRODUCTS

2.1 VITREOUS-CHINA, COUNTER-MOUNTED LAVATORIES

- A. Lavatory: Oval, self rimming, vitreous china, counter mounted.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. American Standard America.
 - b. Kohler Co.
 - c. Zurn Industries, LLC; Commercial Brass and Fixtures.

2. Fixture:

- a. Standard: ASME A112.19.2/CSA B45.1.
- b. Type: Self-rimming for above-counter mounting.
- c. Nominal Size: Refer to drawings.
- d. Faucet-Hole Punching: Three holes, 2-inch centers.
- e. Faucet-Hole Location: Top.
- f. Color: White.
- g. Mounting Material: Sealant.

B. Lavatory: Vitreous china, wall mounted, with back.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. American Standard America.
- b. Kohler Co.
- c. Zurn Industries, LLC; Commercial Brass and Fixtures.

2. Fixture:

- a. Standard: ASME A112.19.2/CSA B45.1.
- b. Type: For wall hanging.
- c. Nominal Size: Refer to drawings.
- d. Faucet-Hole Punching: Three holes, 2-inch centers.
- e. Faucet-Hole Location: Top.
- f. Color: White.
- g. Mounting Material: Sealant.
- h. Mounting Material: Chair carrier.

3. Support: ASME A112.6.1M, Type II, concealed-arm lavatory carrier with escutcheons. Include rectangular, steel uprights.

2.2 SOLID-BRASS, MANUALLY OPERATED FAUCETS

A. NSF Standard: Comply with NSF/ANSI 61, "Drinking Water System Components - Health Effects," for faucet materials that will be in contact with potable water.

B. Lavatory Faucets: Manual-type, single-control mixing, commercial, solid-brass valve.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Chicago Faucets.
- b. Delta Faucet Company.
- c. Moen Incorporated.

2. Standard: ASME A112.18.1/CSA B125.1.

3. General: Include hot- and cold-water indicators; coordinate faucet inlets with supplies and fixture hole punchings; coordinate outlet with spout and fixture receptor.
4. Body Type: Centerset.
5. Body Material: Commercial, solid brass.
6. Finish: Polished chrome plate.
7. Maximum Flow Rate: 0.5 gpm.
8. Mounting Type: Deck, exposed.
9. Valve Handle(s): Single lever Wrist blade, 4 inches.
10. Spout: Rigid type.
11. Spout Outlet: Aerator.
12. Operation: Compression, manual.
13. Drain: grid strainer.

2.3 SUPPLY FITTINGS

- A. NSF Standard: Comply with NSF/ANSI 61, "Drinking Water System Components - Health Effects," for supply-fitting materials that will be in contact with potable water.
- B. Standard: ASME A112.18.1/CSA B125.1.
- C. Supply Piping: Chrome-plated-brass pipe or chrome-plated copper tube matching water-supply piping size. Include chrome-plated-brass or stainless-steel wall flange.
- D. Supply Stops: Chrome-plated-brass, one-quarter-turn, ball-type or compression valve with inlet connection matching supply piping.
- E. Operation: Loose key.
- F. Risers:
 1. NPS 1/2.
 2. Chrome-plated, soft-copper flexible tube, ASME A112.18.6, braided- or corrugated-stainless-steel, flexible hose riser.

2.4 WASTE FITTINGS

- A. Standard: ASME A112.18.2/CSA B125.2.
- B. Drain: Grid type with NPS 1-1/4 offset and straight tailpiece.
- C. Trap:
 1. Size: NPS 1-1/4.
 2. Material: Chrome-plated, two-piece, cast-brass trap and swivel elbow with 0.032-inch-thick brass tube to wall; and chrome-plated, brass or steel wall flange.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine roughing-in of water supply and sanitary drainage and vent piping systems to verify actual locations of piping connections before lavatory installation.
- B. Examine counters and walls for suitable conditions where lavatories will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install lavatories level and plumb according to roughing-in drawings.
- B. Install accessible wall-mounted lavatories at handicapped/elderly mounting height for people with disabilities or the elderly, according to ICC/ANSI A117.1.
- C. Install wall flanges or escutcheons at piping wall penetrations in exposed, finished locations. Use deep-pattern escutcheons if required to conceal protruding fittings. Comply with escutcheon requirements specified in Section 220518 "Escutcheons for Plumbing Piping."
- D. Seal joints between lavatories and counters and walls using sanitary-type, one-part, mildew-resistant silicone sealant. Match sealant color to fixture color. Comply with sealant requirements specified in Section 079200 "Joint Sealants."
- E. Install protective shielding pipe covers and enclosures on exposed supplies and waste piping of accessible lavatories. Comply with requirements in Section 220719 "Plumbing Piping Insulation."

3.3 CONNECTIONS

- A. Connect fixtures with water supplies, stops, and risers, and with traps, soil, waste, and vent piping. Use size fittings required to match fixtures.
- B. Comply with water piping requirements specified in Section 221116 "Domestic Water Piping."
- C. Comply with soil and waste piping requirements specified in Section 221316 "Sanitary Waste and Vent Piping."

3.4 ADJUSTING

- A. Operate and adjust lavatories and controls. Replace damaged and malfunctioning lavatories, fittings, and controls.
- B. Adjust water pressure at faucets to produce proper flow.

3.5 CLEANING AND PROTECTION

- A. After completing installation of lavatories, inspect and repair damaged finishes.
- B. Clean lavatories, faucets, and other fittings with manufacturers' recommended cleaning methods and materials.
- C. Provide protective covering for installed lavatories and fittings.
- D. Do not allow use of lavatories for temporary facilities unless approved in writing by Owner.

END OF SECTION 22 42 16.13

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SECTION 22 42 16.16 - COMMERCIAL SINKS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Utility sinks.
 - 2. Sink faucets.
 - 3. Laminar-flow, faucet-spout outlets.
 - 4. Supply fittings.
 - 5. Waste fittings.

1.2 ACTION SUBMITTALS

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

1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Counter cutout templates for mounting of counter-mounted lavatories.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

PART 2 - PRODUCTS

2.1 UTILITY SINKS

- A. Utility Sinks: Stainless steel, counter mounted.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Advance Tabco.
 - b. Eagle Group; Foodservice Equipment Division.
 - c. Elkay Manufacturing Co.
 - d. Griffin Products, Inc.
 - e. Just Manufacturing.
 - 2. Fixture:
 - a. Standard: ASME A112.19.3/CSA B45.4.

- b. Type: Ledge back.
 - c. Number of Compartments: One.
 - d. Metal Thickness: 0.050 inch.
 - e. Compartment:
 - 1) Number of compartments: Refer to Fixture Connection Schedule on drawings.
 - 2) Dimensions: Refer to Fixture Connection Schedule on drawings.
 - 3) Drain: Grid with NPS 2 tailpiece and twist drain.
 - 4) Drain Location: Centered in compartment.
- 3. Faucet(s):
 - a. Number Required: One.
 - b. Mounting: On ledge.
- 4. Supply Fittings:
 - a. Standard: ASME A112.18.1/CSA B125.1.
 - b. Supplies: Chrome-plated brass compression stop with inlet connection matching water-supply piping type and size.
 - 1) Operation: Loose key.
 - 2) Risers: NPS 1/2, ASME A112.18.6, braided or corrugated stainless-steel flexible hose.
- 5. Waste Fittings:
 - a. Standard: ASME A112.18.2/CSA B125.2.
 - b. Trap(s):
 - 1) Size: NPS 2.
 - 2) Material: Chrome-plated, two-piece, cast-brass trap and swivel elbow with 0.032-inch-thick brass tube to wall; and chrome-plated brass or steel wall flange.
 - 3) Material: Stainless-steel, two-piece trap and swivel elbow with 0.012-inch-thick stainless-steel tube to wall; and stainless-steel wall flange.
 - c. Continuous Waste:
 - 1) Size: NPS 2
 - 2) Material: Chrome-plated, 0.032-inch-thick brass tube.
- 6. Mounting: On counter with sealant.

2.2 SINK FAUCETS

- A. NSF Standard: Comply with NSF/ANSI 61, "Drinking Water System Components - Health Effects," for faucet-spout materials that will be in contact with potable water.

B. Sink Faucets: Manual type, [single-control] [two-lever-handle] mixing valve.

1. Commercial, Solid-Brass Faucets:

- a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- 1) American Standard America.
- 2) Bradley Corporation.
- 3) Chicago Faucets.
- 4) Delta Faucet Company.
- 5) Elkay Manufacturing Co.
- 6) GROHE America, Inc.
- 7) Just Manufacturing.
- 8) Kohler Co.
- 9) Moen Incorporated.
- 10) Speakman Company.
- 11) T & S Brass and Bronze Works, Inc.
- 12) Zurn Plumbing Products Group.

2.3 LAMINAR-FLOW, FAUCET-SPOUT OUTLETS

- A. NSF Standard: Comply with NSF/ANSI 61, "Drinking Water System Components - Health Effects," for faucet-spout-outlet materials that will be in contact with potable water.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. AM Conservation Group, Inc.
 2. Chronomite Laboratories, Inc.
 3. NEOPERL, Inc.
- C. Description: Chrome-plated brass, faucet-spout outlet that produces non-aerating, laminar stream. Include external or internal thread that mates with faucet outlet for attachment to faucets where indicated and flow-rate range that includes flow of faucet.

2.4 SUPPLY FITTINGS

- A. NSF Standard: Comply with NSF/ANSI 61, "Drinking Water System Components - Health Effects," for supply-fitting materials that will be in contact with potable water.
- B. Standard: ASME A112.18.1/CSA B125.1.
- C. Supply Piping: Chrome-plated brass pipe or chrome-plated copper tube matching water-supply piping size. Include chrome-plated brass or stainless-steel wall flange.
- D. Supply Stops: Chrome-plated brass, one-quarter-turn, ball-type or compression valve with inlet connection matching supply piping.

- E. Operation: Loose key.
- F. Risers:
 - 1. NPS 1/2
 - 2. ASME A112.18.6, braided or corrugated stainless-steel flexible hose.

2.5 WASTE FITTINGS

- A. Standard: ASME A112.18.2/CSA B125.2.
- B. Drain: Grid type with NPS 1-1/2 offset and straight tailpiece.
- C. Trap:
 - 1. Size: NPS 1-1/2.
 - 2. Material: Chrome-plated, two-piece, cast-brass trap and swivel elbow with 0.032-inch-thick brass tube to wall; and chrome-plated brass or steel wall flange.
 - 3. Material: Stainless-steel, two-piece trap and swivel elbow with 0.012-inch-thick stainless-steel tube to wall; and stainless-steel wall flange.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine roughing-in of water supply and sanitary drainage and vent piping systems to verify actual locations of piping connections before sink installation.
- B. Examine walls, floors, and counters for suitable conditions where sinks will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install sinks level and plumb according to roughing-in drawings.
- B. Install supports, affixed to building substrate, for wall-hung sinks.
- C. Install accessible wall-mounted sinks at handicapped/elderly mounting height according to ICC/ANSI A117.1.
- D. Set floor-mounted sinks in leveling bed of cement grout.
- E. Install water-supply piping with stop on each supply to each sink faucet.
 - 1. Exception: Use ball or gate valves if supply stops are not specified with sink. Comply with valve requirements specified in Section 220523.12 "Ball Valves for Plumbing Piping" and Section 220523.15 "Gate Valves for Plumbing Piping."

2. Install stops in locations where they can be easily reached for operation.

- F. Install wall flanges or escutcheons at piping wall penetrations in exposed, finished locations. Use deep-pattern escutcheons if required to conceal protruding fittings. Comply with escutcheon requirements specified in Section 220518 "Escutcheons for Plumbing Piping."
- G. Seal joints between sinks and counters, floors, and walls using sanitary-type, one-part, mildew-resistant silicone sealant. Match sealant color to fixture color. Comply with sealant requirements specified in Section 079200 "Joint Sealants."
- H. Install protective shielding pipe covers and enclosures on exposed supplies and waste piping of accessible sinks. Comply with requirements in Section 220719 "Plumbing Piping Insulation."

3.3 CONNECTIONS

- A. Connect sinks with water supplies, stops, and risers, and with traps, soil, waste, and vent piping. Use size fittings required to match fixtures.
- B. Comply with water piping requirements specified in Section 221116 "Domestic Water Piping."
- C. Comply with soil and waste piping requirements specified in Section 221316 "Sanitary Waste and Vent Piping."

3.4 ADJUSTING

- A. Operate and adjust sinks and controls. Replace damaged and malfunctioning sinks, fittings, and controls.
- B. Adjust water pressure at faucets to produce proper flow.

3.5 CLEANING AND PROTECTION

- A. After completing installation of sinks, inspect and repair damaged finishes.
- B. Clean sinks, faucets, and other fittings with manufacturers' recommended cleaning methods and materials.
- C. Provide protective covering for installed sinks and fittings.
- D. Do not allow use of sinks for temporary facilities unless approved in writing by Owner.

END OF SECTION 22 42 16.16

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SECTION 22 47 16 - PRESSURE WATER COOLERS

PART 1 - GENERAL

PART 2 - PRODUCTS

2.1 PRESSURE WATER COOLERS

A. Pressure Water Coolers: Wall mounted, standard.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Elkay Manufacturing Co.
2. Cabinet: Bi-level with two attached cabinets, vinyl-covered steel with stainless-steel top.
3. Bubbler: One, with adjustable stream regulator, located on each cabinet deck.
4. Control: Push bar.
5. Drain: Grid with NPS 1-1/4 tailpiece.
6. Supply: NPS 3/8 with shutoff valve.
7. Waste Fitting: ASME A112.18.2/CSA B125.2, NPS 1-1/4 brass P-trap.
8. Filter: One or more water filters complying with NSF 42 and NSF 53 for cyst and lead reduction to below EPA standards; with capacity sized for unit peak flow rate.
9. Cooling System: Electric, with hermetically sealed compressor, cooling coil, air-cooled condensing unit, corrosion-resistant tubing, refrigerant, corrosion-resistant-metal storage tank, and adjustable thermostat.
 - 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.
10. Capacities and Characteristics:
 - a. Cooled Water: 8 gph.
 - b. Ambient-Air Temperature: 90 deg F.
 - c. Inlet-Water Temperature: 80 deg F.
 - d. Cooled-Water Temperature: 50 deg F.
 - e. Electrical Characteristics:
 - 1) Motor Horsepower: 1/4.
 - 2) Volts: 120-V ac.
 - 3) Phase: Single.
 - 4) Hertz: 60.
11. Support: ASME A112.6.1M, Type I water-cooler carrier.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine roughing-in for water-supply and sanitary drainage and vent piping systems to verify actual locations of piping connections before fixture installation.
- B. Examine walls and floors for suitable conditions where fixtures will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install fixtures level and plumb according to roughing-in drawings. For fixtures indicated for children, install at height required by authorities having jurisdiction.
- B. Set freestanding pressure water coolers on floor.
- C. Install off-the-floor carrier supports, affixed to building substrate, for wall-mounted fixtures.
- D. Install water-supply piping with shutoff valve on supply to each fixture to be connected to domestic-water distribution piping. Use ball or gate valve. Install valves in locations where they can be easily reached for operation. Valves are specified in Section 220523.12 "Ball Valves for Plumbing Piping" and Section 220523.15 "Gate Valves for Plumbing Piping."
- E. Install trap and waste piping on drain outlet of each fixture to be connected to sanitary drainage system.
- F. Install wall flanges or escutcheons at piping wall penetrations in exposed, finished locations. Use deep-pattern escutcheons where required to conceal protruding fittings. Comply with escutcheon requirements specified in Section 220518 "Escutcheons for Plumbing Piping."
- G. Seal joints between fixtures and walls using sanitary-type, one-part, mildew-resistant, silicone sealant. Match sealant color to fixture color. Comply with sealant requirements specified in Section 079200 "Joint Sealants."

3.3 CONNECTIONS

- A. Connect fixtures with water supplies, stops, and risers, and with traps, soil, waste, and vent piping. Use size fittings required to match fixtures.
- B. Comply with water piping requirements specified in Section 221116 "Domestic Water Piping."
- C. Install ball or gate shutoff valve on water supply to each fixture. Comply with valve requirements specified in Section 220523.12 "Ball Valves for Plumbing Piping" and Section 220523.15 "Gate Valves for Plumbing Piping."
- D. Comply with soil and waste piping requirements specified in Section 221316 "Sanitary Waste and Vent Piping."

3.4 ADJUSTING

- A. Adjust fixture flow regulators for proper flow and stream height.
- B. Adjust pressure water-cooler temperature settings.

3.5 CLEANING

- A. After installing fixture, inspect unit. Remove paint splatters and other spots, dirt, and debris. Repair damaged finish to match original finish.
- B. Clean fixtures, on completion of installation, according to manufacturer's written instructions.
- C. Provide protective covering for installed fixtures.
- D. Do not allow use of fixtures for temporary facilities unless approved in writing by Owner.

END OF SECTION 22 47 16

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SECTION 230500 - COMMON WORK RESULTS FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Where the following is indicated to be provided by Division 23 on the mechanical drawings or in Division 23 specifications, it is specified in Division 26:
 - 1. Starters, disconnect switches, low voltage wiring, raceways and Variable-Frequency Controllers.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Piping materials and installation instructions common to most piping systems.
 - 2. Transition fittings.
 - 3. Dielectric fittings.
 - 4. Mechanical sleeve seals.
 - 5. Sleeves.
 - 6. Escutcheons.
 - 7. Grout.
 - 8. HVAC demolition.
 - 9. Equipment installation requirements common to equipment sections.
 - 10. Painting and finishing.
 - 11. Concrete bases.
 - 12. Supports and anchorages.

1.3 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct chases, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and chases.

- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.
- F. The following are industry abbreviations for plastic materials:
 - 1. CPVC: Chlorinated polyvinyl chloride plastic.
 - 2. PE: Polyethylene plastic.
 - 3. PVC: Polyvinyl chloride plastic.
- G. The following are industry abbreviations for rubber materials:
 - 1. EPDM: Ethylene-propylene-diene terpolymer rubber.
 - 2. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. Product Data: For the following:
 - 1. Transition fittings.
 - 2. Dielectric fittings.
 - 3. Mechanical sleeve seals.
 - 4. Escutcheons.
- B. Welding certificates.

1.5 QUALITY ASSURANCE

- A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code-Steel."
- B. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
 - 1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
 - 2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.
- C. Electrical Characteristics for HVAC Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified at no additional cost to the owner. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.
- B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

1.7 COORDINATION

- A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for HVAC installations.
- B. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
- C. Coordinate requirements for access panels and doors for HVAC items requiring access that are concealed behind finished surfaces. Access panels and doors are specified in Division 08 Section "Access Doors and Frames."

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 PIPE, TUBE, AND FITTINGS

- A. Refer to individual Division 23 piping Sections for pipe, tube, and fitting materials and joining methods.
- B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.3 JOINING MATERIALS

- A. Refer to individual Division 23 piping Sections for special joining materials not listed below.
- B. 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 thickness or specific material is 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.
2. AWWA C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- D. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- E. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- F. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.
- G. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- H. Solvent Cements for Joining Plastic Piping:
- 1. CPVC Piping: ASTM F 493.
 - 2. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.

2.4 TRANSITION FITTINGS

- A. Plastic-to-Metal Transition Fittings: PVC one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
- 1. Manufacturers:
 - a. Eselon Thermoplastics.
- B. Plastic-to-Metal Transition Adaptors: One piece fitting with manufacturer's SDR 11 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
- 1. Manufacturers:
 - a. Thompson Plastics, Inc.
- C. Plastic-to-Metal Transition Unions: MSS SP-107, PVC four-part union. Include brass end, solvent-cement-joint end, rubber O-ring, and union nut.
- 1. Manufacturers:
 - a. NIBCO INC.
 - b. NIBCO, Inc.; Chemtrol Div.

2.5 DIELECTRIC FITTINGS

- A. Description: Combination of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.
- B. Insulating Material: Suitable for system fluid, pressure, and temperature.
- C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig minimum working pressure at 180 deg F.
 - 1. Manufacturers:
 - a. Capitol Manufacturing Co.
 - b. Central Plastics Company.
 - c. Eclipse, Inc.
 - d. Epco Sales, Inc.
 - e. Hart Industries, International, Inc.
 - f. Watts Industries, Inc.; Water Products Div.
 - g. Zurn Industries, Inc.; Wilkins Div.
- D. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for 150- or 300-psig minimum working pressure as required to suit system pressures.
 - 1. Manufacturers:
 - a. Capitol Manufacturing Co.
 - b. Central Plastics Company.
 - c. Epco Sales, Inc.
 - d. Watts Industries, Inc.; Water Products Div.
- E. Dielectric-Flange Kits: Companion-flange assembly for field assembly. Include flanges, full-face- or ring-type neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.
 - 1. Manufacturers:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Central Plastics Company.
 - d. Pipeline Seal and Insulator, Inc.
 - 2. Separate companion flanges and steel bolts and nuts shall have 150- or 300-psig minimum working pressure where required to suit system pressures.
- F. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and 300-psig minimum working pressure at 225 deg F.
 - 1. Manufacturers:
 - a. Calpico, Inc.
 - b. Lochinvar Corp.

- G. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig minimum working pressure at 225 deg F.

1. Manufacturers:
 - a. Perfection Corp.
 - b. Precision Plumbing Products, Inc.
 - c. Sioux Chief Manufacturing Co., Inc.
 - d. Victaulic Co. of America.

2.6 MECHANICAL SLEEVE SEALS

- A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.

1. Manufacturers:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
2. Sealing Elements: EPDM interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
3. Pressure Plates: Stainless steel. Include two for each sealing element.
4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.7 SLEEVES

- A. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.
- B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
- C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral water-stop, unless otherwise indicated.
- D. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.
 1. Underdeck Clamp: Clamping ring with set screws.
- E. Molded PVC: Permanent, with nailing flange for attaching to wooden forms.
- F. PVC Pipe: ASTM D 1785, Schedule 40.
- G. Molded PE: Reusable, PE, tapered-cup shaped, and smooth-outer surface with nailing flange for attaching to wooden forms.

2.8 ESCUTCHEONS

- A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.
- B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with polished chrome-plated finish.
- C. One-Piece, Cast-Brass Type: With set screw.
 - 1. Finish: Polished chrome-plated.
- D. Split-Casting, Cast-Brass Type: With concealed hinge and set screw.
 - 1. Finish: Polished chrome-plated.
- E. One-Piece, Stamped-Steel Type: With set screw and chrome-plated finish.
- F. Split-Plate, Stamped-Steel Type: With concealed hinge, set screw, and chrome-plated finish.
- G. One-Piece, Floor-Plate Type: Cast-iron floor plate.
- H. Split-Casting, Floor-Plate Type: Cast brass with concealed hinge and set screw.

2.9 GROUT

- A. Description: ASTM C 1107, Grade B, non-shrink and nonmetallic, dry hydraulic-cement grout.
 - 1. Characteristics: Post-hardening, volume-adjusting, non-staining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
 - 2. Design Mix: 5000-psi, 28-day compressive strength.
 - 3. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 HVAC DEMOLITION

- A. Refer to Division 01 Section "Cutting and Patching" and Division 02 Section "Selective Structure Demolition" for general demolition requirements and procedures.
- B. Disconnect, demolish, and remove HVAC systems, equipment, and components indicated to be removed.
 - 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - 2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.

3. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 4. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.
 5. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 6. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 7. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Install piping according to the following requirements and Division 23 Sections specifying piping systems.
- B. 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 Coordination Drawings.
- C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping to permit valve servicing.
- G. Install piping at indicated slopes.
- H. Install piping free of sags and bends.
- I. Install fittings for changes in direction and branch connections.
- J. Install piping to allow application of insulation.
- K. Select system components with pressure rating equal to or greater than system operating pressure.
- L. Install escutcheons for penetrations of walls, ceilings, and floors according to the following:
 1. New Piping:

- a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
 - b. Chrome-Plated Piping: One-piece, cast-brass type with polished chrome-plated finish.
 - c. Insulated Piping: One-piece, stamped-steel type with spring clips.
 - d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
 - e. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, stamped-steel type.
 - f. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece or split-casting, cast-brass type with polished chrome-plated finish.
 - g. Bare Piping in Unfinished Service Spaces: One-piece, cast-brass type with polished chrome-plated finish.
 - h. Bare Piping at Floor Penetrations in Equipment Rooms: One-piece, floor-plate type.
2. Existing Piping: Use the following:
- a. Chrome-Plated Piping: Split-casting, cast-brass type with chrome-plated finish.
 - b. Insulated Piping: Split-plate, stamped-steel type with concealed or exposed-rivet hinge and spring clips.
 - c. Bare Piping at Wall and Floor Penetrations in Finished Spaces: Split-casting, cast-brass type with chrome-plated finish.
 - d. Bare Piping at Ceiling Penetrations in Finished Spaces: Split-casting, cast-brass type with chrome-plated finish.
 - e. Bare Piping in Unfinished Service Spaces: Split-casting, cast-brass type with polished chrome-plated finish.
 - f. Bare Piping in Equipment Rooms: Split-casting, cast-brass type.
 - g. Bare Piping at Floor Penetrations in Equipment Rooms: Split-casting, floor-plate type.
- M. Sleeves are not required for core-drilled holes.
- N. Permanent sleeves are not required for holes formed by removable PE sleeves.
- O. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.
- 1. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.
 - 2. Install sleeves in new walls and slabs as new walls and slabs are constructed.
 - 3. Install sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
 - a. Steel Pipe Sleeves: For pipes smaller than NPS 6.
 - b. Steel Sheet Sleeves: For pipes NPS 6 and larger, penetrating gypsum-board partitions.

- c. Stack Sleeve Fittings: For pipes penetrating floors with membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 2 inches above finished floor level. Refer to Division 07 Section "Sheet Metal Flashing and Trim" for flashing.
 - 1) Seal space outside of sleeve fittings with grout.
 - 4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using joint sealants appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.
 - P. Aboveground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
 - 1. Install steel pipe for sleeves smaller than 6 inches in diameter.
 - 2. Install cast-iron "wall pipes" for sleeves 6 inches and larger in diameter.
 - 3. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.
 - Q. Underground, Exterior-Wall Pipe Penetrations: Install cast-iron "wall pipes" for sleeves. Seal pipe penetrations using mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
 - 1. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.
 - R. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Refer to Division 07 Section "Penetration Firestopping" for materials.
 - S. Verify final equipment locations for roughing-in.
 - T. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.
- 3.3 PIPING JOINT CONSTRUCTION
- A. Join pipe and fittings according to the following requirements and Division 23 Sections specifying piping systems.
 - B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
 - C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

- D. 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.
- E. 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.
- F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dyes. Ream threaded pipe ends to remove burs 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.
- G. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.
- H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- I. Plastic Piping Solvent-Cement 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 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.
 - 4. PVC Non-pressure Piping: Join according to ASTM D 2855.
- J. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.
- K. Plastic Non-pressure Piping Gasketed Joints: Join according to ASTM D 3212.
- L. 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.
- M. Fiberglass Bonded Joints: Prepare pipe ends and fittings, apply adhesive, and join according to pipe manufacturer's written instructions.

3.4 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:

1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.
2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.
3. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.
4. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.5 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- C. Install HVAC equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.

3.6 PAINTING

- A. Painting of HVAC systems, equipment, and components is specified in Division 09 Sections "Interior Painting" and "Exterior Painting."
- B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.7 CONCRETE BASES

- A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.
 1. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit.
 2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of the base.
 3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
 4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 5. Install anchor bolts to elevations required for proper attachment to supported equipment.
 6. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

7. Use 3000-psi, 28-day compressive-strength concrete and reinforcement as specified in Division 03 Section "Cast-in-Place Concrete."

3.8 ERECTION OF METAL SUPPORTS AND ANCHORAGES

- A. Refer to Division 05 Section "Metal Fabrications" for structural steel.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor HVAC materials and equipment.
- C. Field Welding: Comply with AWS D1.1.

3.9 ERECTION OF WOOD SUPPORTS AND ANCHORAGES

- A. Cut, fit, and place wood grounds, nailers, blocking, and anchorages to support, and anchor HVAC materials and equipment.
- B. Select fastener sizes that will not penetrate members if opposite side will be exposed to view or will receive finish materials. Tighten connections between members. Install fasteners without splitting wood members.
- C. Attach to substrates as required to support applied loads.

3.10 GROUTING

- A. Mix and install grout for HVAC equipment base bearing surfaces, pump and other equipment base plates, and anchors.
- B. Clean surfaces that will come into contact with grout.
- C. Provide forms as required for placement of grout.
- D. Avoid air entrapment during placement of grout.
- E. Place grout, completely filling equipment bases.
- F. Place grout on concrete bases and provide smooth bearing surface for equipment.
- G. Place grout around anchors.
- H. Cure placed grout.

END OF SECTION 230500

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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.
- B. Visible Nameplate: Indicating motor horsepower, voltage, phase, cycles, RPM, full load amps, locked rotor amps, frame size, manufacturers name and model number, service factor, power factor, efficiency.
- C. Wiring terminations:
 - 1. Provide terminal lugs to match branch circuit conductor quantities, sizes and materials indicated. Enclose terminal lugs in terminal box sized to NFPA 70 and MG-1 threaded for conduit.
 - 2. For fractional horsepower motors where connection is made directly, provide threaded conduit connection in end frame.
- D. Starters:
 - 1. Manufacturers: Cutler-Hammer, Square D, Furnas, Joslyn Clark or Allen-Bradley.
 - 2. Except as otherwise specified, furnish starter, providing thermal overload protection for each motor specified in the documents. Overload elements shall be sized to protect motors. Overload protection shall be provided in each motor leg. Auxiliary contacts,

NEMA A600 rated, shall be provided for wiring specified under “Controls”. Contact shall be Form C type, open on alarm. Provide two spare normally open and two spare normally closed contacts. Starters shall be constructed and rated for 50,000 amps withstand rating.

2.2 MOTOR CHARACTERISTICS

- A. Duty: Continuous duty at ambient temperature of 104 deg F and at altitude of 3300 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.

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. Capacitor start, inductor run.
 4. Capacitor start, capacitor run.
 5. Electronically Commutated Motor (ECM).
- B. Multispeed Motors: Variable-torque, permanent-split-capacitor or ECM type.
- C. Bearings: Pre-lubricated, antifriction ball bearings or sleeve bearings suitable for radial and thrust loading.
- D. Motors 1/20 HP and Smaller: Shaded-pole type.
- E. 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

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SECTION 230517 - SLEEVES AND SLEEVE SEALS FOR HVAC PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Sleeves.
 - 2. Sleeve-seal systems.
 - 3. Grout.

1.2 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 SLEEVES

- A. Cast-Iron Wall Pipes: Cast or fabricated of cast or ductile iron and equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.
- B. Galvanized-Steel Wall Pipes: ASTM A 53/A 53M, Schedule 40, with plain ends and welded steel collar; zinc coated.
- C. Galvanized-Steel-Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, with plain ends.
- D. PVC-Pipe Sleeves: ASTM D 1785, Schedule 40. Do not use PVC sleeves if prohibited by Authority having jurisdiction.
- E. Galvanized-Steel-Sheet Sleeves: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.

2.2 SLEEVE-SEAL SYSTEMS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. CALPICO, Inc.
 - 2. Metraflex Company (The).
 - 3. GPT, EnPro Industries.
 - 4. Proco Products, Inc.

- B. Description: Modular sealing-element unit, designed for field assembly, for filling annular space between piping and sleeve.
 - 1. Sealing Elements: EPDM-rubber for service to +250°F, Silicone for service to +400°F interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 - 2. Pressure Plates: Nylon Polymer for service to +250°F, Steel Zinc Dichromate for service to +400°F.
 - 3. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, of length required to secure pressure plates to sealing elements.

2.3 GROUT

- A. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- B. Characteristics: Nonshrink; recommended for interior and exterior applications.
- C. Design Mix: 5000-psi, 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION

- A. Install sleeves for piping passing through penetrations in floors, partitions, roofs, and walls.
- B. For sleeves that will have sleeve-seal system installed, select sleeves of size large enough to provide manufacturer's recommended annular clear space between piping and concrete slabs and walls.
- C. Install sleeves in concrete floors, concrete roof slabs, and concrete walls as new slabs and walls are constructed.
 - 1. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level, or as indicated on the drawings.
 - 2. Using grout, seal the space outside of sleeves in slabs and walls without sleeve-seal system.
- D. Install sleeves for pipes passing through interior partitions.
 - 1. Cut sleeves to length for mounting flush with both surfaces.
 - 2. Install sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation.

3. Seal annular space between sleeve and piping or piping insulation; use joint sealants appropriate for size, depth, and location of joint. Comply with requirements for sealants specified in Section 079200 "Joint Sealants."
- E. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials. Comply with requirements for firestopping specified in Section 078413 "Penetration Firestopping."

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

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

3.3 SLEEVE AND SLEEVE-SEAL SCHEDULE

- A. Use sleeves and sleeve seals for the following piping-penetration applications:
 1. Exterior Concrete Walls above Grade:
 - a. Piping Smaller Than NPS 6: Cast-iron wall sleeves.
 - b. Piping NPS 6 and Larger: Cast-iron wall sleeves.
 2. Concrete Slabs-on-Grade:
 - a. Piping Smaller Than NPS 6: Cast-iron wall sleeves with sleeve-seal system.
 - 1) Select sleeve size to allow for manufacturer's recommended annular clear space between piping and sleeve for installing sleeve-seal system.
 - b. Piping NPS 6 and Larger: Cast-iron wall sleeves with sleeve-seal system.
 - 1) Select sleeve size to allow for manufacturer's recommended annular clear space between piping and sleeve for installing sleeve-seal system.
 3. Interior Partitions:
 - a. Piping Smaller than NPS 6 Galvanized-steel-pipe sleeves.
 - b. Piping NPS 6 and Larger: Galvanized-steel-sheet sleeves.

END OF SECTION 230517

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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: Signed and sealed by a qualified professional engineer. Show fabrication and installation details and include calculations for the following; include Product Data for components:
1. Trapeze pipe hangers.
 2. Equipment supports.
 3. Pipe shields.
 4. Pipe shield inserts.
- 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. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
- 4. 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 Hot or Cold Piping: Calcium silicate, ASTM C-533, C-585, C-795, E-84 Flame spread and smoke developed 0 with 135-psig minimum compressive strength and vapor barrier.
- B. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.
- C. For Clevis or Band Hangers: Insert shall cover entire circumference and shield shall cover lower 180 degrees of pipe.
- D. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature, or per manufacturers recommendations.

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. Refer to restrictions in EXECUTION section.
- 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, non-shrink and nonmetallic grout; suitable for interior and exterior applications.
 - 1. Properties: Non-staining, 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. Powder-actuated fasteners may not be used in existing buildings or additions without approval from the owner. If the owner approves, powder actuated fasteners may only be used during the times stipulated by the owner.
 - 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 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. All pipe sizes: Include reinforced calcium-silicate-insulation inserts of length at least as long as protective shield and covering the entire circumference of pipe.
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, or maximum length required by owner.

3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils.
- B. Touchup: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal are specified in Section 099113 "Exterior Painting", Section 099123 "Interior Painting" and Section 099600 "High Performance Coatings."
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

3.6 HANGER AND SUPPORT SCHEDULE

- A. Specific hanger and support requirements are in Sections specifying piping systems and equipment.
- B. Comply with MSS SP-69 for pipe-hanger selections and applications that are not specified in piping system Sections.
- C. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finish.
- D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.

- E. Use carbon-steel pipe hangers and supports and metal trapeze pipe hangers and attachments for general service applications.
- F. Use 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 non-insulated or insulated, stationary pipes NPS 1/2 to NPS 30.
 - 2. Yoke-Type Pipe Clamps (MSS Type 2): For suspension of up to 1050 deg F, pipes NPS 4 to NPS 24, requiring up to 4 inches of insulation.
 - 3. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes NPS 3/4 to NPS 36, requiring clamp flexibility and up to 4 inches of insulation.
 - 4. Adjustable, Steel Band Hangers (MSS Type 7): For suspension of 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 mechanical-expansion anchors instead of building attachments where required in concrete construction.

END OF SECTION 230529

SECTION 230548.13 - VIBRATION CONTROLS FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Elastomeric isolation pads.
2. Open-spring isolators.
3. Housed-spring isolators.
4. Pipe-riser resilient supports.
5. Resilient pipe guides.
6. Spring hangers.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Delegated-Design Submittal: For each vibration isolation device.
1. Include design calculations for selecting vibration isolators.

PART 2 - PRODUCTS

2.1 ELASTOMERIC ISOLATION PADS

A. Elastomeric Isolation Pads:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Ace Mountings Co., Inc.
 - b. California Dynamics Corporation.
 - c. Isolation Technology, Inc.
 - d. Kinetics Noise Control, Inc.
 - e. Mason Industries, Inc.
 - f. Vibration Eliminator Co., Inc.
 - g. Vibration Isolation.
 - h. Vibration Mountings & Controls, Inc.
2. Fabrication: Single or multiple layers of sufficient durometer stiffness for uniform loading over pad area.
3. Size: Factory or field cut to match requirements of supported equipment.
4. Pad Material: Oil and water resistant with elastomeric properties.
5. Surface Pattern: Smooth pattern.

6. Load-bearing metal plates adhered to pads.

2.2 OPEN-SPRING ISOLATORS

A. Freestanding, Laterally Stable, Open-Spring Isolators:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Ace Mountings Co., Inc.
 - b. California Dynamics Corporation.
 - c. Isolation Technology, Inc.
 - d. Kinetics Noise Control, Inc.
 - e. Mason Industries, Inc.
 - f. Vibration Eliminator Co., Inc.
 - g. Vibration Isolation.
 - h. Vibration Mountings & Controls, Inc.
2. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
3. Minimum Additional Travel: 50 percent of the required deflection at rated load.
4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
6. Baseplates: Factory-drilled steel plate for bolting to structure with an elastomeric isolator pad attached to the underside. Baseplates shall limit floor load to 500 psig.
7. Top Plate and Adjustment Bolt: Threaded top plate with adjustment bolt and cap screw to fasten and level equipment.

2.3 HOUSED-SPRING ISOLATORS

A. Freestanding, Laterally Stable, Open-Spring Isolators in Two-Part Telescoping Housing:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Ace Mountings Co., Inc.
 - b. California Dynamics Corporation.
 - c. Isolation Technology, Inc.
 - d. Kinetics Noise Control, Inc.
 - e. Mason Industries, Inc.
 - f. Vibration Eliminator Co., Inc.
 - g. Vibration Isolation.
 - h. Vibration Mountings & Controls, Inc.
2. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
3. Minimum Additional Travel: 50 percent of the required deflection at rated load.
4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.

5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
6. Two-Part Telescoping Housing: A steel top and bottom frame separated by an elastomeric material and enclosing the spring isolators.
 - a. Drilled base housing for bolting to structure with an elastomeric isolator pad attached to the underside. Bases shall limit floor load to 500 psig.
 - b. Top housing with elastomeric pad.

2.4 PIPE-RISER RESILIENT SUPPORT

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

2.5 RESILIENT PIPE GUIDES

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

2.6 SPRING HANGERS

- A. Combination Coil-Spring and Elastomeric-Insert Hanger with Spring and Insert in Compression:
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Ace Mountings Co., Inc.
 - b. California Dynamics Corporation.
 - c. Kinetics Noise Control, Inc.
 - d. Mason Industries, Inc.
 - e. Vibration Eliminator Co., Inc.
 - f. Vibration Isolation.
 - g. Vibration Mountings & Controls, Inc.
 2. Frame: Steel, fabricated for connection to threaded hanger rods and to allow for a maximum of 30 degrees of angular hanger-rod misalignment without binding or reducing isolation efficiency.

3. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
4. Minimum Additional Travel: 50 percent of the required deflection at rated load.
5. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
6. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
7. Elastomeric Element: Molded, oil-resistant rubber or neoprene. Steel-washer-reinforced cup to support spring and bushing projecting through bottom of frame.
8. Adjustable Vertical Stop: Steel washer with neoprene washer "up-stop" on lower threaded rod.
9. Self-centering hanger rod cap to ensure concentricity between hanger rod and support spring coil.

PART 3 - EXECUTION

3.1 VIBRATION CONTROL DEVICE INSTALLATION

- A. Coordinate the location of embedded connection hardware with supported equipment attachment and mounting points and with requirements for concrete reinforcement and formwork specified in Section 033000 "Cast-in-Place Concrete."
- B. Installation of vibration isolators must not cause any change of position of equipment, piping, or ductwork resulting in stresses or misalignment.

3.2 VIBRATION ISOLATION SCHEDULE

Equipment	Base Type and Weight	Isolator Type	Minimum Static Deflection (inches)
Floor-Mounted Air Handler Fans:	CIB 1X	FSN Internal to air handler	3 (75 mm)
Hung Fans and Air Handlers in Utility Building	NA	HS	1 (25 mm)

1X = 1 time the weight of the equipment supported.

2X = 2 times the weight of the equipment supported.

NA = Not applicable

Base Type and weight:

BSF = Base Steel Frame

CIB = Concrete Inertia Base

Isolator Types abbreviation:

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FSN = Floor Spring and Neoprene

HS = Hanger Spring

END OF SECTION 230548.13

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SECTION 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Equipment labels.
2. Warning signs and labels.
3. Pipe labels.
4. Duct labels.
5. Valve tags.
6. Ceiling grid location labels for above ceiling equipment.
7. User controls, sensors.
8. Access doors labels.

1.2 ACTION SUBMITTAL

- A. Product Data: For each type of product indicated.
- B. Valve numbering scheme.
- C. Valve Schedules: For each piping system to include in maintenance manuals.

PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

A. Metal Labels for Equipment:

1. Material and Thickness: Brass, 0.032-inch, Stainless steel, 0.025-inch, Aluminum, 0.032-inch, or anodized aluminum, 0.032-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
2. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
3. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
4. Fasteners: Stainless-steel rivets or self-tapping screws.
5. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

B. Plastic Labels for Equipment:

1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick, and having predrilled holes for attachment hardware.
 2. Letter Color: White.
 3. Background Color: Black.
 4. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
 5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
 6. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
 7. Fasteners: Stainless-steel rivets or self-tapping screws.
 8. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- C. Label Content: Include equipment's Drawing designation or unique equipment number. Equipment Label Schedule: For each item of equipment to be labeled, on 8-1/2-by-11-inch bond paper. Tabulate equipment identification number and identify Drawing numbers where equipment is indicated (plans, details, and schedules), plus the Specification Section number and title where equipment is specified. Equipment schedule shall be included in operation and maintenance data.

2.2 WARNING SIGNS AND LABELS

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

2.3 PIPE LABELS

- A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.
- B. Pretensioned Pipe Labels: Precoiled, semi-rigid plastic formed to cover full circumference of pipe and to attach to pipe without fasteners or adhesive.
- C. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing and bands on each side of the labels. Bands shall indicate flow direction and shall extend the full circumference of the pipe (full circumference of the insulation if the pipe is insulated).
- D. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings, pipe size, and arrow(s) indicating flow direction.
 - 1. Flow-Direction Arrows: Integral with piping system service lettering to accommodate both directions, or as separate unit on each pipe label to indicate flow direction.
 - 2. Lettering Size: At least 1-1/2 inches high.

2.4 DUCT LABELS, MANUFACTURED

- A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.
- B. Self-Adhesive Duct Labels: Printed plastic with contact-type, permanent-adhesive backing.
- C. Duct Label Contents: Include identification of Duct service (for example: SUPPLY; RETURN), and arrow indicating flow direction.
 - 1. Lettering Size: At least 1-1/2 inches high.

2.5 STENCILS

- A. Stencils shall not be used for any labeling.

2.6 VALVE TAGS

- A. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch numbers.
 - 1. Tag Material: Brass, 0.032-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
 - 2. Fasteners: Brass wire-link or beaded chain; or S-hook.
- B. Valve Schedules: For each piping system, on 8-1/2-by-11-inch bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (room or space), normal-operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.

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

2.7 CEILING GRID LOCATION LABELS FOR ABOVE CEILING EQUIPMENT

- A. Labels produced by a label machine to show location of equipment above the ceiling. Black letters on transparent background, 18mm wide self-adhesive tape (extra strength adhesive).

2.8 USER CONTROLS, SENSORS

- A. Labels produced by a label machine to identify all user controls and all sensors such as thermostats and duct smoke detectors sensors. Black letters on transparent background, 18mm wide self-adhesive tape (extra strength adhesive).

2.9 ACCESS DOORS

- A. General Requirements for Manufactured Labels: Preprinted, with lettering indicating service.
- B. Self-Adhesive Labels: Printed plastic with contact-type, permanent-adhesive backing.
- C. Label Contents: Include identification of service (for example: FIRE DAMPER ACCESS).

1. Lettering Size: At least 1-1/2 inches high.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

3.2 GENERAL

- A. All labels shall be installed neatly and straight.

3.3 EQUIPMENT LABEL INSTALLATION

- A. Install or permanently fasten labels on each major item of mechanical equipment, including, but not limited to: pumps, boilers, tanks, air-handling units, condensing units, heat exchangers, chillers, cooling towers, fan-coil units, terminal boxes and condensate pumps.
- B. Locate equipment labels where accessible and visible.

3.4 PIPE LABEL INSTALLATION

- A. Piping Color-Coding: Painting of piping, if required by the drawings, is specified in Section 099123 "Interior Painting".
- B. Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:
1. Near each valve and control device.
 2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
 3. Near penetrations through walls, floors, ceilings, and inaccessible enclosures on each side of the wall, floor or ceiling.
 4. At access doors, manholes, and similar access points that permit view of concealed piping.
 5. Near major equipment items and other points of origination and termination.
 6. Spaced at maximum intervals of 50 feet along each run. Reduce intervals in areas of congested piping and equipment so that piping can be readily identified.
 7. On piping above removable acoustical ceilings.
- C. Pipe Label Color Schedule:

Service	Marker Wording	Letter Color	Background Color	Band Color
Refrigerant Liquid	RL	Black	Yellow	Not applicable
Refrigerant Suction	RS	Black	Yellow	Not applicable

3.5 DUCT LABEL INSTALLATION

- A. Install self-adhesive duct labels with permanent adhesive on air ducts in the following color codes:
1. Blue: For cold-air supply ducts.
 2. Yellow: For hot-air supply ducts.
 3. Green: For exhaust-, outside-, relief-, return-, and mixed-air ducts.
- B. Locate labels near points where ducts enter into concealed spaces and at maximum intervals of 50 feet in each space where ducts are exposed or concealed by removable ceiling system. Label all ducts where they pass through a wall, floor or ceiling, on each side of the wall, floor or ceiling.

3.6 STENCILS

- A. Stencils shall not be used.

3.7 VALVE TAGS

- A. Install tags on valves and control devices in piping systems, except check valves; valves within factory-fabricated equipment units; shutoff valves; faucets; convenience and lawn-watering hose connections; and HVAC terminal devices and similar roughing-in connections of end-use fixtures and units. List tagged valves in a valve schedule.
- B. Valve tags shall be 2" round, natural color with black letters.
- C. Where valve tags are installed above ceilings, tag shall be suspended from the valve on a chain so it can be read from below the valve.

3.8 CEILING GRID LOCATION LABELS FOR ABOVE CEILING EQUIPMENT

- A. Place label on a ceiling grid runner as near as possible to directly below the equipment access point. Label shall identify the equipment mark as shown on the Equipment Schedule, for example, TB1-6 (terminal box 1-6); CP2-2 (condensate pump 2-2).

3.9 USER CONTROLS, SENSORS

- A. Place label on the device. Label shall identify the device (such as a CO₂ Sensor) or the device controlled (such as TB1-1 to show that a thermostat or temperature sensor controls terminal box 1-1).

3.10 ACCESS DOORS

- A. Place label on the door. Label shall indicate for what the access is intended, for example, FIRE DAMPER.

END OF SECTION 230553

SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Balancing Air Systems:
 - a. Constant-volume air systems.

1.2 RELATED SPECIFICATION SECTIONS

- A. Refer to Section 233300 "Duct Accessories" for requirement to test low-leakage control dampers.

1.3 DEFINITIONS

- A. AABC: Associated Air Balance Council.
- B. NEBB: National Environmental Balancing Bureau.
- C. TAB: Testing, adjusting, and balancing.
- D. TABB: Testing, Adjusting, and Balancing Bureau.
- E. TAB Specialist: An entity engaged to perform TAB Work.

1.4 ACTION SUBMITTALS

- A. Construction Phase submittals:
1. Initial: Preliminary test and balance reports, legibly hand-written.
 2. Final Test and Balance Report.

1.5 INFORMATIONAL SUBMITTALS

- A. Strategies and Procedures Plan: Within 30 days of Contractor's Notice to Proceed, submit TAB strategies and step-by-step procedures as specified in "Preparation" Article.
- B. Certified TAB reports.

1.6 QUALITY ASSURANCE

- A. TAB Contractor Qualifications: Engage a TAB entity certified by AABC or NEBB which is a completely independent agency. A mechanical or electrical contractor with TAB certification may not perform the TAB on their own installation work.
 - 1. TAB Field Supervisor: Employee of the TAB contractor and certified by AABC or NEBB.
 - 2. TAB Technician: Employee of the TAB contractor and who is certified by AABC or NEBB as a TAB technician.
- B. Certify TAB field data reports and perform the following:
 - 1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
 - 2. Certify that the TAB team complied with the approved TAB plan and the procedures specified and referenced in this Specification.
- C. TAB Report Forms: Use standard forms from AABC's "National Standards for Testing and Balancing Heating, Ventilating and Air Conditioning Systems", or NEBB's "Procedural Standards for Testing, Adjusting and Balancing of Environmental Systems", or SMACNA's TABB "HVAC Systems – Testing, Adjusting and Balancing".
- D. Instrumentation Type, Quantity, Accuracy, and Calibration: As described in ASHRAE 111, Section 5, "Instrumentation."

1.7 PROJECT CONDITIONS

- A. Partial Owner Occupancy: Subject to obtaining required Certificates of Occupancy from the Authority Having Jurisdiction, Owner may occupy completed areas of building before Substantial Completion. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations. Note that some areas of the building may be required to be rebalanced after occupancy due to construction phasing.

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 systems for installed balancing devices, such as test ports, flow-control devices, and manual volume dampers. Verify that locations of these balancing devices 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 equipment performance data including fan 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.
- F. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
- G. Examine test reports specified in individual system and equipment Sections.
- H. Examine HVAC equipment and filters and verify that bearings are greased, belts are aligned and properly tightened, and equipment with functioning controls is ready for operation.
- I. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- J. Examine operating safety interlocks and controls on HVAC equipment.
- K. Examine automatic temperature system components to verify the following:
 - 1. Dampers and other controlled devices are operated by the intended controller.
 - 2. Dampers are in the position indicated by the controller.
 - 3. Integrity of dampers for free and full operation and for tightness of fully closed and fully open positions. This includes dampers in multizone units and mixing boxes.
 - 4. Thermostats and humidistats are located to avoid adverse effects of sunlight, drafts, and cold walls.
 - 5. Sensors are located to sense only the intended conditions.
 - 6. Sequence of operation for control modes is according to the Contract Documents.
 - 7. Controller set points are set at indicated values.
 - 8. Interlocked systems are operating.
 - 9. Changeover from heating to cooling mode occurs according to indicated values.

3.2 PREPARATION

- A. Prepare a TAB plan that includes strategies and step-by-step procedures.
- B. Complete system-readiness checks and prepare reports. Verify the following:
 - 1. Permanent electrical-power wiring is complete.
 - 2. Automatic temperature-control systems are operational.
 - 3. Equipment and duct access doors are securely closed.

4. Balance dampers are open.
5. Isolating valves are open are operational.
6. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
7. Windows and doors can be closed so indicated conditions for system operations can be met.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in the testing agencies standards, whether it be AABC's "National Standards for Total System Balance" or NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems".
- B. Cut insulation, ducts, 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 or other suitable material approved by the Engineer.
 2. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish according to Section 230713 "Duct Insulation," and Section 230719 "HVAC Piping Insulation."
- C. Mark equipment and balancing devices, including damper-control positions, 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. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems "as-built" duct layouts.
- C. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.
- D. 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.
- E. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- F. Verify that motor starters are equipped with properly sized thermal protection.
- G. Check dampers for proper position to achieve desired airflow path.
- H. Check for airflow blockages.

- I. Check condensate drains for proper connections and that they are functioning.
- J. Check for proper sealing of air-handling-unit components.
- K. 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. Where sufficient space in ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow.
 - 2. Measure fan static pressures as follows to determine actual static pressure:
 - a. Measure outlet static pressure as far downstream from the fan as practical and upstream from restrictions in ducts such as elbows and transitions.
 - b. Measure static pressure directly at the fan outlet or through the flexible connection.
 - c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from the flexible connection, and downstream from duct restrictions.
 - d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.
 - 3. Measure static pressure across each component that makes up an air-handling unit, rooftop unit, and other air-handling and -treating equipment.
 - a. Report the cleanliness status of filters and the time static pressures are measured.
 - 4. Measure static pressures entering and leaving other devices, such as sound traps, heat-recovery equipment, and air washers, under final balanced conditions.
 - 5. 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.
 - 6. Obtain approval from Engineer for adjustment of fan speeds higher than indicated speed that would result in motor overload. Comply with requirements in Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance. Make required adjustments to pulley sizes, belts, dampers, motor sizes and electrical connections to accommodate fan-speed changes that would increase motor load. Provide additional dampers required to achieve design requirements at no additional cost.
 - 7. 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 will occur. Measure amperage in full-cooling, full-heating, and any other operating mode to determine the maximum required brake horsepower.

- B. Adjust volume dampers for main duct, sub-main ducts, and major branch ducts to indicated airflows within specified tolerances.
 - 1. Measure airflow of sub-main and branch ducts.
 - a. Where sufficient space in sub-main and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow for that zone.
 - 2. Measure static pressure at a point downstream from the balancing damper and adjust volume dampers until the proper static pressure is achieved.
 - 3. Re-measure each sub-main and branch duct after all have been adjusted. Continue to adjust sub-main and branch ducts to indicated airflows within specified tolerances.
- C. Measure air outlets and inlets without making adjustments.
 - 1. Measure terminal outlets using a direct-reading hood or outlet manufacturer's written instructions and calculating factors.
- D. Adjust air outlets and inlets for each space to indicated airflows within specified tolerances of indicated values. Make adjustments using branch volume dampers rather than extractors and the dampers at air terminals.
 - 1. Adjust each outlet in same room or space to within specified tolerances of indicated quantities without generating noise levels above the limitations prescribed by the Contract Documents.
 - 2. Adjust patterns of adjustable outlets for proper distribution without drafts. This includes adjustable vanes in ceiling diffusers. Vane position without adjustment may not be acceptable due to changes during shipping or installation.

3.6 PROCEDURES FOR INDOOR AIR QUALITY MEASUREMENTS

- A. After air balancing is complete and with HVAC systems operating at indicated conditions, perform indoor-air quality testing.
- B. Indoor-Air Quality Measurement Reports for each HVAC System:
 - 1. HVAC System designation.
 - 2. Date and time of test.
 - 3. Outdoor temperature, CO₂ level in ppm, relative humidity, wind speed, wind direction at start of test.
 - 4. Location of HVAC System.
 - 5. The distance between the outside air intake and the closest exhaust fan discharge, flue termination or plumbing or other vent termination.
 - 6. Specified filters are installed. Check for leakage around filters.
 - 7. DX coil drain pans have a positive slope to drain.
 - 8. DX coil condensate drain trap maintains an air seal.
 - 9. Evidence of water damper to building construction.
 - 10. Insulation in contact with the supply, return and outside air is dry and clean.
 - 11. Pipe insulation is dry and clean.

12. Interior of air-handling units and supply, return and outside air ducts is clean.

C. Measure and record the following for each HVAC system. Measurement shall be taken as close as possible to the center of the space served, 4 feet above the floor for each 5,000 sq. ft. per floor, and in addition at the most remote location served by the HVAC System.

1. Dry-bulb temperature in deg. F.
2. Relative humidity, percent.
3. Air velocity, feet per minute.
4. CO₂ level in ppm.
5. Observed deficiencies.

3.7 TEMPERATURE-CONTROL VERIFICATION

- A. Verify that controllers are calibrated and commissioned.
- B. Check transmitter and controller locations and note conditions that would adversely affect control functions.
- C. Record controller settings and note variances between set points and actual measurements.
- D. Check the operation of limiting controllers (i.e., high- and low-temperature controllers).
- E. Check free travel and proper operation of control devices such as damper and valve operators.
- F. Check the sequence of operation of control devices. Note air pressures and device positions and correlate with airflow measurements. Note the speed of response to input changes.
- G. Check the interaction of electrically operated switch transducers.
- H. Check the interaction of interlock and lockout systems
- I. Check main control supply-air pressure and observe compressor and dryer operations.
- J. Record voltages of power supply and controller output. Determine whether the system operates on a grounded or non-grounded power supply.
- K. Note operation of electric actuators using spring return for proper fail-safe operations.

3.8 PROCEDURES FOR MOTORS

A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:

1. Manufacturer's name, model number, and serial number.
2. Motor horsepower rating.
3. Motor rpm.
4. Efficiency rating.
5. Nameplate and measured voltage, each phase.
6. Nameplate and measured amperage, each phase.

7. Starter thermal-protection-element rating.

- B. Motors Driven by Variable-Frequency Controllers: Test for proper operation at speeds varying from minimum to maximum. Test the manual bypass of the controller to prove proper operation. Record observations including name of controller manufacturer, model number, serial number, and nameplate data.

3.9 PROCEDURES FOR CONDENSING UNITS

- A. Verify proper rotation of fans.
- B. Measure entering- and leaving-air temperatures.
- C. Record compressor data.

3.10 PROCEDURES FOR HEAT-TRANSFER COILS

- A. Measure, adjust, and record the following data for each refrigerant coil:
1. Dry-bulb temperature of entering and leaving air.
 2. Wet-bulb temperature of entering and leaving air.
 3. Airflow.
 4. Air pressure drop.
 5. Refrigerant suction pressure and temperature.

3.11 PROCEDURES FOR TESTING, ADJUSTING, AND BALANCING EXISTING SYSTEMS

- A. Perform a preconstruction inspection of existing equipment that is to remain and be reused.
1. Measure and record the operating speed, airflow, and static pressure of each fan.
 2. Measure and record motor voltage and amperage. Compare the values to motor nameplate information.
 3. Check and record the refrigerant charge.
 4. Check and record the condition of filters.
 5. Check and record the condition of coils.
 6. Check and record the operation of the drain pan and condensate-drain trap.
 7. Check bearings and other lubricated parts for proper lubrication.
 8. Report on the operating condition of the equipment and the results of the measurements taken. Report deficiencies.
- B. Before performing testing and balancing of existing systems, inspect existing equipment that is to remain and be reused to verify that existing equipment has been cleaned and refurbished. Verify the following:
1. New filters are installed.
 2. Coils are clean and fins combed.
 3. Drain pans are clean.
 4. Fans are clean.

5. Bearings and other parts are properly lubricated.
 6. Deficiencies noted in the preconstruction report are corrected.
- C. Perform testing and balancing of existing systems to the extent that existing systems are affected by the renovation work.
1. Compare the indicated airflow of the renovated work to the measured fan airflows, and determine the new fan speed and the face velocity of filters and coils.
 2. Verify that the indicated airflows of the renovated work result in filter and coil face velocities and fan speeds that are within the acceptable limits defined by equipment manufacturer.
 3. If calculations increase or decrease the air flow rates and water flow rates by more than 5 percent, make equipment adjustments to achieve the calculated rates. If increase or decrease is 5 percent or less, equipment adjustments are not required.
 4. Balance each air outlet.

3.12 TOLERANCES

- A. Set HVAC system's air flow rates within the following tolerances:
1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus 10 percent or minus percent of the design airflow.
 2. Air Outlets and Inlets: Plus or minus 10 percent of the total air quantity supplied to each space.

3.13 REPORTING

- A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for systems' balancing devices. Recommend changes and additions to systems' balancing devices to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance measuring and balancing devices. Submit report prior to completion of 25% of the project.
- B. Status Reports: Prepare biweekly progress reports to describe completed procedures, procedures in progress, and scheduled procedures. Include a list of deficiencies and problems found in systems being tested and balanced. Prepare a separate report for each system and each building floor for systems serving multiple floors.

3.14 FINAL REPORT

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

- B. Final Report Contents: In addition to certified field-report data, include the following:
1. Fan curves.
 2. Manufacturers' test data.
 3. Field test reports prepared by system and equipment installers.
 4. 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 contractor.
 3. Project name.
 4. Project location.
 5. Architect's name and address.
 6. Engineer's name and address.
 7. Contractor's name and address.
 8. Report date.
 9. Signature of TAB supervisor who certifies the report.
 10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
 11. Summary of contents including the following:
 - a. Indicated versus final performance.
 - b. Notable characteristics of systems.
 - c. Description of system operation sequence if it varies from the Contract Documents.
 12. Nomenclature sheets for each item of equipment.
 13. Data for terminal units, including manufacturer's name, type, size, and fittings.
 14. Notes to explain why certain final data in the body of reports vary from indicated values.
 15. Test conditions for fans performance forms including the following:
 - a. Settings for outdoor-, return-, and exhaust-air dampers.
 - b. Conditions of filters.
 - c. Cooling coil, wet- and dry-bulb conditions.
 - d. Face and bypass damper settings at coils.
 - e. Fan drive settings including settings and percentage of maximum pitch diameter.
 - f. Settings for supply-air, static-pressure controller.
 - g. Other system operating conditions that affect performance.
- D. System Diagrams: Include schematic layouts of air distribution systems. Present each system with single-line diagram and include the following:
1. Quantities of outdoor, supply, return, and exhaust airflows.
 2. Duct, outlet, and inlet sizes.
 3. Balancing stations.
 4. 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 air flow 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. Outdoor airflow in cfm.
 - g. Return airflow in cfm.
 - h. Outdoor-air damper position.
 - i. Return-air 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. Air flow 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. Refrigerant expansion valve and refrigerant types.
 - i. Refrigerant suction pressure in psig.
 - j. Refrigerant suction temperature in deg F.
- G. 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.
- H. 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 air flow rate in cfm.
- h. Indicated velocity in fpm.
- i. Actual air flow rate in cfm.
- j. Actual average velocity in fpm.
- k. Barometric pressure in psig.

I. Air-Terminal-Device Reports:

1. Unit Data:

- a. System and air-handling unit identification.
- b. Location and zone.
- c. Apparatus used for test.
- d. Area served.
- e. Make.
- f. Number from system diagram.
- g. Type and model number.
- h. Size.
- i. Effective area in sq. ft.

2. Test Data (Indicated and Actual Values):

- a. Air flow rate in cfm.
- b. Air velocity in fpm.
- c. Preliminary air flow rate as needed in cfm.
- d. Preliminary velocity as needed in fpm.
- e. Final air flow rate in cfm.
- f. Final velocity in fpm.
- g. Space temperature in deg F.

J. Compressor and Condenser Reports: For air-cooled condensing units include the following:

1. Unit Data:

- a. Unit identification.
- b. Location.
- c. Unit make and model number.
- d. Compressor make.
- e. Compressor model and serial numbers.
- f. Refrigerant weight in lb.
- g. Low ambient temperature cutoff in °F.

2. Test Data (Indicated and Actual Values):

- a. Entering air, dry bulb temperature in deg. F.
- b. Leaving air, dry bulb temperature in deg. F.
- c. Control settings.
- d. Low-pressure-cutout set point in psig.

- e. High-pressure-cutout set point in psig.
- f. Suction pressure in psig.
- g. Suction temperature in deg F.
- h. Condenser refrigerant pressure in psig.
- i. Condenser refrigerant temperature in deg F.
- j. Oil pressure in psig.
- k. Oil temperature in deg. F.
- l. Voltage at each connection.
- m. Amperage for each phase.
- n. Kilowatt input.
- o. Crankcase heater kilowatt.
- p. Number of fans.
- q. Condenser fan rpm.
- r. Condenser fan airflow rate in cfm.
- s. Condenser fan motor make, frame size, rpm and horsepower.
- t. Condenser fan motor voltage at each connection.
- u. Condenser fan motor amperage for each phase.

K. Instrument Calibration Reports:

1. Report Data:

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

3.15 INSPECTIONS

A. Initial Inspection:

- 1. After testing and balancing are complete, operate each system and randomly check measurements to verify that the system is operating according to the final test and balance readings documented in the Final Report.
- 2. Randomly check the following for each system:
 - a. Measure airflow of at least 10 percent of air outlets.
 - b. Measure room temperature at each thermostat/temperature sensor. Compare the reading to the setpoint.
 - c. Measure sound levels at two locations.
 - d. Measure space pressure of at least 10 percent of locations.
 - e. Verify that balancing devices are marked with final balance position.
 - f. Note deviations to the Contract Documents in the Final Report.

B. Final Inspection:

1. After initial inspection is complete and documentation by random checks verifies that testing and balancing are complete and accurately documented in the final report, request that a final inspection be made by the Engineer/Commission Agent.
2. The TAB firm test and balance engineer shall conduct the inspection in the presence of the Engineer/Commissioning Agent.
3. The Engineer/Commission Agent 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.
4. 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."
5. 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.
6. TAB firm shall recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes and resubmit the final report.
7. Request a second final inspection. If the second final inspection also fails, Owner shall contract the service of another TB firm to complete the testing and balancing in accordance with the Contract Documents and deduct the cost of the service from the final payment.

3.16 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

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SECTION 230713 - DUCT INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes insulating the following duct services:
 - 1. Indoor, concealed supply and outdoor air.
 - 2. Indoor, exposed supply and outdoor air.
 - 3. Indoor, concealed return located in unconditioned space.
 - 4. Indoor, exposed return located in unconditioned space.
 - 5. Indoor, concealed exhaust between isolation damper and penetration of building exterior.
- B. Related Sections:
 - 1. Section 230719 "HVAC Piping Insulation."

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 application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
 - 2. Detail insulation application at elbows, fittings, dampers, specialties and flanges for each type of insulation.
 - 3. Detail application of field-applied jackets.
 - 4. Detail application at linkages of control devices.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in "Duct Insulation Schedule, General," "Indoor Duct and Plenum Insulation Schedule," and "Aboveground, Outdoor Duct and Plenum Insulation Schedule" articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type III with factory-applied FSK jacket.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. CertainTeed Corp.; SoftTouch Duct Wrap.
 - b. Johns Manville; Microlite.
 - c. Knauf Insulation; Friendly Feel Duct Wrap.
 - d. Manson Insulation Inc.; Alley Wrap.
 - e. Owens Corning; SOFTR All-Service Duct Wrap.
- G. Mineral-Fiber Board Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 612, Type IA or Type IB. For duct and plenum applications, provide insulation with factory-applied FSK jacket.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. CertainTeed Corp.; Commercial Board.
 - b. Fibrex Insulations Inc.; FBX.
 - c. Johns Manville; 800 Series Spin-Glas.
 - d. Knauf Insulation; Insulation Board.
 - e. Manson Insulation Inc.; AK Board.
 - f. Owens Corning; Fiberglas 700 Series.

2.2 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.

B. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-127.
 - b. Eagle Bridges - Marathon Industries; 225.
 - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-60/85-70.
 - d. Mon-Eco Industries, Inc.; 22-25.
2. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-82.
 - b. Eagle Bridges - Marathon Industries; 225.
 - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-50.
 - d. Mon-Eco Industries, Inc.; 22-25.
2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.3 MASTICS

A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.

1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below ambient services.

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 30-80/30-90.
 - b. Vimasco Corporation; 749.

2. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry film thickness.
3. Service Temperature Range: Minus 20 to plus 180 deg F.
4. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
5. Color: White.

2.4 SEALANTS

A. FSK and Metal Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-76.
 - b. Eagle Bridges - Marathon Industries; 405.
 - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 95-44.
 - d. Mon-Eco Industries, Inc.; 44-05.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: Aluminum.
6. For indoor applications, use sealants that have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealants shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

B. ASJ Flashing Sealants, and Vinyl and PVC Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-76.
 - b. Eagle Bridges-Marathon: 405.
 - c. Foster Products: 95-44.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: White.
6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealants shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.5 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.
4. FSP Jacket: Aluminum-foil, fiberglass-reinforced scrim with polyethylene backing; complying with ASTM C 1136, Type II.

2.6 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. ABI, Ideal Tape Division; 428 AWF ASJ.
 - b. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0836.
 - c. Compac Corporation; 104 and 105.
 - d. Venture Tape; 1540 CW Plus, 1542 CW Plus, and 1542 CW Plus/SQ.
2. Width: 3 inches.
3. Thickness: 11.5 mils.
4. Adhesion: 90 ounces force/inch in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/inch in width.
7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

- B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. ABI, Ideal Tape Division; 491 AWF FSK.
 - b. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0827.
 - c. Compac Corporation; 110 and 111.
 - d. Venture Tape; 1525 CW NT, 1528 CW, and 1528 CW/SQ.
2. Width: 3 inches.
3. Thickness: 6.5 mils.
4. Adhesion: 90 ounces force/inch in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/inch in width.
7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

C. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. ABI, Ideal Tape Division; 488 AWF.
 - b. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0800.
 - c. Compac Corporation; 120.
 - d. Venture Tape; 3520 CW.
2. Width: 2 inches.
3. Thickness: 3.7 mils.
4. Adhesion: 100 ounces force/inch in width.
5. Elongation: 5 percent.
6. Tensile Strength: 34 lbf/inch in width.

2.7 SECUREMENTS

A. Aluminum Bands: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 1/2 inch wide closed seal.

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. ITW Insulation Systems; Gerrard Strapping and Seals.
 - b. RPR Products, Inc.; Insul-Mate Strapping, Seals, and Springs.
 - c. Childers Products: Bands.

B. Insulation Pins and Hangers:

1. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - 1) AGM Industries, Inc.; Tactoo Perforated Base Insul-Hangers.
 - 2) GEMCO; Perforated Base.
 - 3) Midwest Fasteners, Inc.; Spindle.
 - b. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
 - c. Spindle: Copper- or zinc-coated, low-carbon steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
 - d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
2. Nonmetal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate fastened to projecting spindle that is capable of holding insulation, of thickness indicated securely

in position indicated when self-locking washer is in place. Comply with the following requirements:

- a. **Products:** Subject to compliance with requirements, provide one of the following:
 - 1) [GEMCO; Nylon Hangers.](#)
 - 2) [Midwest Fasteners, Inc.; Nylon Insulation Hangers.](#)
 - b. Baseplate: Perforated, nylon sheet, 0.030 inch thick by 1-1/2 inches in diameter.
 - c. Spindle: Nylon, 0.106-inch- diameter shank, length to suit depth of insulation indicated, up to 2-1/2 inches.
 - d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
3. Self-Sticking-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
- a. **Products:** Subject to compliance with requirements, provide one of the following:
 - 1) [AGM Industries, Inc.; Tactoo Self-Adhering Insul-Hangers.](#)
 - 2) [GEMCO; Peel & Press.](#)
 - 3) [Midwest Fasteners, Inc.; Self Stick.](#)
 - b. Baseplate: Galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
 - c. Spindle: Copper- or zinc-coated, low-carbon steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
 - d. Adhesive-backed base with a peel-off protective cover.
4. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
- a. **Products:** Subject to compliance with requirements, provide one of the following:
 - 1) [AGM Industries, Inc.; RC-150.](#)
 - 2) [GEMCO; R-150.](#)
 - 3) [Midwest Fasteners, Inc.; WA-150.](#)
 - 4) [Nelson Stud Welding; Speed Clips.](#)
 - b. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.
5. Nonmetal Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-thick nylon sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
- a. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:

- 1) [GEMCO.](#)
- 2) [Midwest Fasteners, Inc.](#)

C. Staples: Outward-clinching insulation staples, nominal 3/4-inch- wide, stainless steel or Monel.

D. Wire: 0.062-inch soft-annealed, galvanized steel.

1. [Manufacturers:](#) Subject to compliance with requirements, provide products by one of the following:
 - a. [C & F Wire.](#)
 - b. Childers Products.
 - c. RPR Products.

2.8 CORNER ANGLES

- A. Aluminum Corner Angles: 0.040 inch thick, minimum 1 by 1 inch, aluminum according to ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.
- B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Keep insulation materials dry during application and finishing.
- G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- H. Install insulation with least number of joints practical.

- I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.
 - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
- J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- K. Install insulation with factory-applied jackets as follows:
 - 1. Draw jacket tight and smooth.
 - 2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
 - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
 - a. For below ambient services, apply vapor-barrier mastic over staples.
 - 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
 - 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.
- L. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.3 PENETRATIONS

- A. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.
 - 1. Seal penetrations with flashing sealant.
 - 2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. Seal joint with joint sealant.
 - 3. Seal jacket to wall flashing with flashing sealant.

- B. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated):
Install insulation continuously through walls and partitions.
- C. Insulation Installation at Floor Penetrations:
 - 1. Duct: For penetrations through fire-rated assemblies, terminate insulation at fire damper sleeves and externally insulate damper sleeve beyond floor to match adjacent duct insulation. Overlap damper sleeve and duct insulation at least 2 inches.
 - 2. Seal penetrations through fire-rated assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.4 INSTALLATION OF MINERAL-FIBER INSULATION

- A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
 - 1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
 - 2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
 - 3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
 - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
 - b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
 - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
 - d. Do not overcompress insulation during installation.
 - e. Impale insulation over pins and attach speed washers.
 - f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
 - 4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
 - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
 - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.

5. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.
6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

B. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
 - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
 - b. On duct sides with dimensions larger than 18 inches, space pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
 - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
 - d. Do not overcompress insulation during installation.
 - e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
 - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
 - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.
5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.

6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

3.5 FINISHES

- A. Insulation with ASJ or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."
 1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.
 - a. Finish Coat Material: Interior, flat, latex-emulsion size.
- B. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.
- C. Do not field paint aluminum or stainless-steel jackets.

3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 1. Inspect ductwork, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one location(s) for each duct system defined in the "Duct Insulation Schedule, General" Article.
- C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.7 DUCT INSULATION SCHEDULE, GENERAL

- A. Plenums and Ducts Requiring Insulation:
 1. Indoor, concealed supply and outdoor air.
 2. Indoor, exposed supply and outdoor air.
 3. Indoor, concealed return located in unconditioned space.
 4. Indoor, exposed return located in unconditioned space.
 5. Indoor, concealed exhaust between isolation damper and penetration of building exterior.
- B. Items Not Insulated:
 1. Fibrous-glass ducts.
 2. Factory-insulated flexible ducts.
 3. Factory-insulated plenums and casings.

4. Flexible connectors.
5. Vibration-control devices.
6. Factory-insulated access panels and doors.

3.8 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

- A. Concealed, Supply-Air Duct and Plenum Insulation: Mineral-fiber blanket 2 inches thick and 1.5-lb/cu. ft. nominal density.
- B. Concealed, Return-Air Duct and Plenum Insulation: Mineral-fiber blanket 2 inches thick and 1.5-lb/cu. ft nominal density.
- C. Concealed, Outdoor-Air Duct and Plenum Insulation: Mineral-fiber blanket 2 inches thick and 1.5-lb/cu. ft. nominal density.
- D. Concealed, Plenum Insulation: Mineral-fiber blanket, 2 inches thick and 1.5-lb/cu. ft. nominal density.
- E. Exposed, Supply-Air Duct and Plenum Insulation: Mineral-fiber board 2 inches thick and 1.5-lb/cu. ft nominal density.
- F. Exposed, Return-Air Duct and Plenum Insulation: Mineral-fiber board, 2 inches thick and 1.5-lb/cu. ft nominal density.
- G. Exposed, Outdoor-Air Duct and Plenum Insulation: Mineral-fiber board, 2 inches thick and 1.5-lb/cu. ft nominal density.
- H. Exposed, Plenum Insulation: Mineral-fiber board, 2 inches thick and 1.5-lb/cu. ft nominal density.

3.9 INDOOR, FIELD-APPLIED JACKET SCHEDULE

- A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.
- B. If more than one material is listed, selection from materials listed is Contractor's option.
- C. Ducts and Plenums, Concealed:
 1. None.
- D. Ducts and Plenums, Exposed:
 1. Painted Mineral-fiber board 2 inches thick and 1.5-lb/cu. ft nominal density.

END OF SECTION 230713

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SECTION 230719 - HVAC PIPING INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes insulating the following HVAC piping systems:

1. Refrigerant piping, indoors and outdoors.

- B. Related Sections:

1. Section 230713 "Duct Insulation."

1.2 SUBMITTALS

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

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- B. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- C. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

- D. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials.

1. Products: Subject to compliance with requirements, provide one of the following:

- a. Aeroflex USA, Inc.; Aerocel.
- b. Armacell LLC; AP Armaflex.
- c. K-Flex USA; Insul-Lock, Insul-Tube, and K-FLEX LS.

2.2 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.

- B. Flexible Elastomeric and Polyolefin Adhesive: Comply with MIL-A-24179A, Type II, Class I.

1. Products: Subject to compliance with requirements, provide one of the following:

- a. Aeroflex USA, Inc.; Aeroseal.
- b. Armacell LLC; Armaflex 520 Adhesive.
- c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-75.
- d. K-Flex USA; R-373 Contact Adhesive.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of pipe system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- F. Keep insulation materials dry during application and finishing.

- G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- H. Install insulation with least number of joints practical.
- I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.
 - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
 - 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- J. Apply adhesives at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- K. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

3.3 PENETRATIONS

- A. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.
 - 1. Seal penetrations with flashing sealant.
 - 2. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
- B. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through sleeve in walls and partitions. Seal penetrations of STC-rated walls with acoustical sealant. Refer to Section 230517 "Sleeves and Seals for HVAC Piping" for requirements.

3.4 GENERAL PIPE INSULATION INSTALLATION

- A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.
- B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:
 - 1. Install insulation over fittings and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
 - 2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly

against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.

3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
4. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below-ambient services and a breather mastic for above-ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.

3.5 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION

- A. Seal longitudinal seams and end joints with manufacturers recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- B. Insulation Installation on Pipe Fittings and Elbows:
 1. Install mitered sections of pipe insulation or preformed fitting cover.
 2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.6 PIPING INSULATION SCHEDULE, GENERAL

- A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.

3.7 INDOOR PIPING INSULATION SCHEDULE

- A. Refrigerant, All (Suction, Discharge, Liquid): Insulation shall be the of the following:
 1. Closed Cell Foam: 1/2-inch thick.

3.8 OUTDOOR PIPING INSULATION SCHEDULE

- A. Refrigerant, All (Suction, Discharge, Liquid): Insulation shall be the of the following:
 1. Closed Cell Foam: 1/2-inch thick.

3.9 INDOOR, FIELD-APPLIED JACKET SCHEDULE

- A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.
- B. If more than one material is listed, selection from materials listed is Contractor's option.

C. Piping, Concealed:

1. None.

D. Piping, Exposed:

1. PVC 30 mils thick.

3.10 OUTDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one material is listed, selection from materials listed is Contractor's option.

C. Piping, Concealed:

1. Aluminum, Stucco Embossed: 0.040 inch thick.

D. Piping, Exposed:

1. Aluminum, Stucco Embossed: 0.040 inch thick.

END OF SECTION 230719

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SECTION 232113 - HYDRONIC PIPING

PART 1 - GENERAL

1.1 SUMMARY

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

1. Condensate-drain 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.

2.2 COPPER TUBE AND FITTINGS

- A. Drawn-Temper Copper Tubing: ASTM B 88, Type M.

- B. Grooved, Mechanical-Joint, Wrought-Copper Fittings: ASME B16.22.

1. Manufacturers: Subject to compliance with requirements, provide one of the following:

- a. Anvil International, Inc.
- b. Star Pipe Products.
- c. Victaulic Company.

2. Grooved-End Copper Fittings: ASTM B 75, copper tube or ASTM B 584, bronze casting.

3. Grooved-End-Tube Couplings: Rigid pattern unless otherwise indicated; gasketed fitting. Ductile-iron housing with keys matching pipe and fitting grooves, EPDM gasket rated for minimum 230 deg F for use with housing, and steel bolts and nuts.

- C. Wrought-Copper Unions: ASME B16.22.

2.3 JOINING MATERIALS

- A. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

- B. 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.

2.4 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. Manufacturers: Subject to compliance with requirements, provide one of the following:

- a. A.Y. McDonald Mfg. Co.
- b. Capitol Manufacturing Company.
- c. Central Plastics Company.

- d. Hart Industries International, Inc.
- e. Jomar International, Ltd.
- f. Matco-Norca.
- g. Watts Regulator Co.
- h. Zurn Industries, LLC; AquaSpec Commercial Faucet Products.

2. 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.

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

- A. Condensate-Drain Piping:
 - 1. Type M, drawn-temper copper tubing, wrought-copper fittings, and soldered joints.

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 at indicated slopes.
- F. Install piping free of sags and bends.
- G. Install fittings for changes in direction and branch connections.
- H. Install piping to allow application of insulation.
- I. Select system components with pressure rating equal to or greater than system operating pressure.
- J. Install groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves.
- K. Install piping sloped in direction of discharge.

- L. Reduce pipe sizes using eccentric reducer fitting installed with level side up.
- M. Install unions in piping, NPT 2 and smaller, at final connections of equipment.
- N. Comply with requirements in Section 230553 "Identification for HVAC Piping and Equipment" for identifying piping.
- O. 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."
- P. 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."
- Q. 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 NPT 2 and Smaller: Use dielectric unions.

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. Spring hangers to support vertical runs.
 - 3. Provide copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
- D. Install hangers for drawn-temper copper piping with the following maximum spacing and minimum rod sizes:
 - 1. NPT 3/4: Maximum span, 5 feet; minimum rod size, 1/4 inch.
 - 2. NPT 1: Maximum span, 6 feet; minimum rod size, 1/4 inch.
 - 3. NPT 1-1/4: Maximum span, 7 feet; minimum rod size, 3/8 inch.
 - 4. NPT 1-1/2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 - 5. NPT 2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 - 6. NPT 2-1/2: Maximum span, 9 feet; minimum rod size, 3/8 inch.
 - 7. NPT 3 and Larger: Maximum span, 10 feet; minimum rod size, 3/8 inch.

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.

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 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. 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."
4. 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.
5. Prepare written report of testing.

END OF SECTION 232113

SECTION 232300 - REFRIGERANT PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes refrigerant piping used for air-conditioning applications.

1.2 PERFORMANCE REQUIREMENTS

- A. Line Test Pressure for Refrigerant R-410A:
 - 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.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of valve and refrigerant piping specialty. Include pressure drop based on manufacturer's test data.
- B. Shop Drawings: Show layout of refrigerant piping and specialties, including pipe, tube, and fitting sizes, flow capacities, valve arrangements and locations, slopes of horizontal runs, oil traps, double risers, wall and floor penetrations, and equipment connection details. Show interface and spatial relationships between piping and equipment.
 - 1. Refrigerant piping indicated on Drawings is schematic only. Size piping and design actual 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.

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control test reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.6 QUALITY ASSURANCE

- A. Comply with ASHRAE 15, "Safety Code for Refrigeration Systems."

- B. Comply with ASME B31.5, "Refrigeration Piping and Heat Transfer Components."

1.7 PRODUCT STORAGE AND HANDLING

- A. Store piping in a clean and protected area with end caps in place to ensure that piping interior and exterior are clean when installed.

PART 2 - PRODUCTS

2.1 COPPER TUBE AND FITTINGS

- A. Copper Tube: ASTM B 88, Type K or L, or ASTM B 280, Type ACR as recommended by the air-conditioning or heat-pump equipment manufacturer.
- 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. Solder Filler Metals shall be used only if recommended by the air-conditioning or heat-pump equipment manufacturer.
- E. Brazing Filler Metals: AWS A5.8.
- F. Flexible Connectors (only as recommended by the air-conditioning or heat-pump equipment manufacturer):
 - 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. Pressure Rating: Factory test at minimum 500 psig or as recommended by the air-conditioning or heat-pump equipment manufacturer.
 - 5. Maximum Operating Temperature: 250 deg F or as recommended by the air-conditioning or heat-pump equipment manufacturer.

2.2 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 or as recommended by the air-conditioning or heat-pump equipment manufacturer.
7. Maximum Operating Temperature: 275 deg F or as recommended by the air-conditioning or heat-pump equipment manufacturer.

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: Non-rotating, 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 or as recommended by the air-conditioning or heat-pump equipment manufacturer.
8. Maximum Operating Temperature: 275 deg F or as recommended by the air-conditioning or heat-pump equipment manufacturer.

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 or as recommended by the air-conditioning or heat-pump equipment manufacturer.
9. Maximum Operating Temperature: 275 deg F or as recommended by the air-conditioning or heat-pump equipment manufacturer.

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 or as recommended by the air-conditioning or heat-pump equipment manufacturer.

E. Solenoid Valves: Comply with ARI 760 and UL 429; listed and labeled by an 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 24-V ac coil.
6. Working Pressure Rating: 400 psig or as recommended by the air-conditioning or heat-pump equipment manufacturer.

7. Maximum Operating Temperature: 240 deg F or as recommended by the air-conditioning or heat-pump equipment manufacturer.
 8. Manual operator.
- F. Safety Relief Valves: Comply with 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 Disc: Polytetrafluoroethylene.
 4. End Connections: Threaded.
 5. Working Pressure Rating: 400 psig or as recommended by the air-conditioning or heat-pump equipment manufacturer.
 6. Maximum Operating Temperature: 240 deg F or as recommended by the air-conditioning or heat-pump equipment manufacturer.
- G. Thermostatic Expansion Valves: Comply with ARI 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. Suction Temperature: 40 deg F.
 6. Superheat: Adjustable.
 7. Reverse-flow option (for heat-pump applications).
 8. End Connections: Socket, flare, or threaded union.
 9. Working Pressure Rating: 700 psig.
- H. 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 or as recommended by the air-conditioning or heat-pump equipment manufacturer.
 5. Maximum Operating Temperature: 275 deg F or as recommended by the air-conditioning or heat-pump equipment manufacturer.
- I. 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 or as recommended by the air-conditioning or heat-pump equipment manufacturer.
 6. Maximum Operating Temperature: 275 deg F or as recommended by the air-conditioning or heat-pump equipment manufacturer.
- J. 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 ppm.
4. Minimum Moisture Indicator Sensitivity: Indicate moisture above 60 ppm.
5. End Connections: Socket or flare.
6. Working Pressure Rating: 500 psig or as recommended by the air-conditioning or heat-pump equipment manufacturer.
7. Maximum Operating Temperature: 240 deg F or as recommended by the air-conditioning or heat-pump equipment manufacturer.

K. Replaceable-Core Filter Dryers: Comply with ARI 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 as recommended by air-conditioning or heat-pump equipment manufacturer.
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. Rated Flow: As required for equipment.
9. Working Pressure Rating: 500 psig as recommended by air-conditioning or heat-pump equipment manufacturer.
10. Maximum Operating Temperature: 240 deg F as recommended by air-conditioning or heat-pump equipment manufacturer.

L. Permanent Filter Dryers: Comply with ARI 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 or as recommended by air-conditioning or heat-pump equipment manufacturer.
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. Rated Flow: As required for equipment.
9. Working Pressure Rating: 500 psig or as recommended by air-conditioning or heat-pump equipment manufacturer.
10. Maximum Operating Temperature: 240 deg F or as recommended by air-conditioning or heat-pump equipment manufacturer.

M. Liquid Accumulators: Comply with ARI 495.

1. Body: Welded steel with corrosion-resistant coating.
2. End Connections: Socket or threaded.

3. Working Pressure Rating: 500 psig or as recommended by air-conditioning or heat-pump equipment manufacturer.
4. Maximum Operating Temperature: 275 deg F or as recommended by air-conditioning or heat-pump equipment manufacturer.

2.3 REFRIGERANTS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Atofina Chemicals, Inc.
 2. DuPont Company; Fluorochemicals Div.
 3. Honeywell, Inc.; Genetron Refrigerants.
 4. INEOS Fluor Americas LLC.
- C. ASHRAE 34, R-454B: blend of R-32/1234yf (68.9/31.1)
- D. ASHRAE 34, R-410A: blend of R-32/125 (50/50)

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

- A. Suction Lines NPS 1-1/2 and Smaller for Conventional Air-Conditioning Applications: Copper, Type ACR, annealed-temper tubing and wrought-copper fittings with brazed joints.
- B. Suction Lines NPS 2 to NPS 4 for Conventional Air-Conditioning Applications: Copper, Type ACR when pipe size is manufactured in ACR, or Type L for sizes not manufactured in ACR, 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 ACR, annealed-temper tubing and wrought-copper fittings with brazed joints.
- D. Safety-Relief-Valve Discharge Piping:
 1. NPS 1-1/2 and Smaller: Copper, Type ACR, drawn-temper tubing and wrought-copper fittings with brazed joints.
 2. NPS 2 to NPS 3: Copper, Type K, annealed- or drawn-temper tubing and wrought-copper fittings with brazed joints.

3.2 VALVE AND SPECIALTY APPLICATIONS

- A. Install diaphragm packless valves in suction and discharge lines of compressor.
- B. Install service valves for gage taps at strainers if they are not an integral part of strainers.

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

3.3 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. Refer to Section 230900 "Instrumentation and Control for HVAC" and "Sequence and Operations" for solenoid valve controllers, control wiring, and sequence of operation.
- K. Install piping as short and direct as possible, with a minimum number of joints, elbows, and fittings.
- L. Arrange piping to allow inspection and service of refrigeration equipment. Install valves and specialties in accessible locations to allow for service and inspection. Install access doors or panels as specified in Section 083113 "Access Doors and Frames" if valves or equipment requiring maintenance is concealed behind finished surfaces.
- M. Install refrigerant piping in 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."

3.4 PIPE JOINT CONSTRUCTION

- A. Soldered Joints: Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook."
- B. 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 BA_g, cadmium-free silver alloy for joining copper with bronze or steel.

3.5 HANGERS AND SUPPORTS

- A. Hanger, support, and anchor products are 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 sizes:
 - 1. NPS 1/2: Maximum span, 60 inches; minimum rod size, 1/4 inch.
 - 2. NPS 5/8: Maximum span, 60 inches; minimum rod size, 1/4 inch.
 - 3. NPS 1: Maximum span, 72 inches; minimum rod size, 1/4 inch.
 - 4. NPS 1-1/4: Maximum span, 96 inches; minimum rod size, 3/8 inch.
 - 5. NPS 1-1/2: Maximum span, 96 inches; minimum rod size, 3/8 inch.
- D. Support multi-floor vertical runs at least at each floor. Where floor to floor distance is greater than 16 feet, provide intermediate support mid-way in the run.

3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.

B. Tests and Inspections:

1. Comply with ASME B31.5, Chapter VI.
2. Test refrigerant piping and specialties. 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 Part 1 "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.

3.7 SYSTEM CHARGING

A. Charge system using the following procedures:

1. Install core in filter dryers after leak test but before evacuation.
2. Evacuate entire refrigerant system with a vacuum pump to less than 300 micrometers. If vacuum holds for 4 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.

3.8 ADJUSTING

- A. Adjust thermostatic expansion valve to obtain proper evaporator superheat.
- B. Adjust high- and low-pressure switch settings to avoid short cycling in response to fluctuating suction pressure.
- C. Adjust set-point temperature of air-conditioning or chilled-water controllers to the system design temperature.
- D. Perform the following adjustments before operating the refrigeration system, according to manufacturer's written instructions:
1. Open shutoff valves in condenser water circuit.
 2. Verify that compressor oil level is correct.
 3. Open compressor suction and discharge valves.
 4. Open refrigerant valves 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

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SECTION 233113 - METAL DUCTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Rectangular ducts and fittings.
2. Round ducts and fittings.
3. Sheet metal materials.
4. Sealants and gaskets.
5. Hangers and supports.

B. Related Sections:

1. Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.
2. Section 233300 "Air Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts.

1.2 PERFORMANCE REQUIREMENTS

- A. Delegated Duct Design: Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and performance requirements and design criteria indicated in "Duct Schedule" Article.
- B. Structural Performance: Duct hangers and supports shall withstand the effects of gravity loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible".
- C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

1.3 ACTION SUBMITTALS

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

B. Shop Drawings:

1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work.
2. Factory- and shop-fabricated ducts and fittings.
3. Duct layout indicating sizes, configuration, and static-pressure classes.
4. Elevation of top of ducts.
5. Dimensions of main duct runs from building grid lines.

6. Fittings.
7. Reinforcement and spacing.
8. Seam and joint construction.
9. Penetrations through fire-rated and other partitions.
10. Equipment installation based on equipment being used on Project.
11. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
12. Hangers and supports, including methods for duct and building attachment and vibration isolation.

C. Delegated-Design Submittal:

1. Sheet metal thicknesses.
2. Joint and seam construction and sealing.
3. Reinforcement details and spacing.
4. Materials, fabrication, assembly, and spacing of hangers and supports.

1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Duct installation in congested spaces, indicating coordination with general construction, building components, and other building services. Indicate proposed changes to duct layout.
2. Suspended ceiling components.
3. Structural members to which duct will be attached.
4. Size and location of initial access modules for acoustical tile.
5. Penetrations of smoke barriers and fire-rated construction.
6. Items penetrating finished ceiling including the following:
 - a. Lighting fixtures.
 - b. Air outlets and inlets.
 - c. Speakers.
 - d. Sprinklers.
 - e. Access panels.
 - f. Perimeter moldings.

B. Welding certificates.

1.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports.
2. AWS D9.1M/D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.

B. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-up."

- C. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

PART 2 - PRODUCTS

2.1 RECTANGULAR DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.2 ROUND DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. McGill AirFlow LLC.
 - b. SEMCO Incorporated.
 - c. Sheet Metal Connectors, Inc.
 - d. Spiral Manufacturing Co., Inc.
 - e. MKT Weatherguard
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals,

and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

1. Transverse Joints in Ducts Larger Than 60 Inches in Diameter: Flanged.
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
1. Fabricate round ducts larger Than 90 inches in diameter with butt-welded longitudinal seams.
- D. Tees and Laterals: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.3 SHEET METAL MATERIALS

- A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
1. Galvanized Coating Designation: G90.
 2. Finishes for Surfaces Exposed to View: Mill phosphatized.
- C. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.
- D. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.4 SEALANT AND GASKETS

- A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.
- B. Two-Part Tape Sealing System:

1. Tape: Woven cotton fiber impregnated with mineral gypsum and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.
2. Tape Width: 3 inches.
3. Sealant: Modified styrene acrylic.
4. Water resistant.
5. Mold and mildew resistant.
6. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
7. Service: Indoor and outdoor.
8. Service Temperature: Minus 40 to plus 200 deg F.
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum.

C. Water-Based Joint and Seam Sealant:

1. Application Method: Brush on.
2. Solids Content: Minimum 65 percent.
3. Shore A Hardness: Minimum 20.
4. Water resistant.
5. Mold and mildew resistant.
6. VOC: Maximum 75 g/L (less water).
7. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
8. Service: Indoor or outdoor.
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

D. Flanged Joint Sealant: Comply with ASTM C 920.

1. General: Single-component, acid-curing, silicone, elastomeric.
2. Type: S.
3. Grade: NS.
4. Class: 25.
5. Use: O.

E. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

F. Round Duct Joint O-Ring Seals:

1. Seal shall provide maximum 3 cfm/100 sq. ft. at 1-inch wg and shall be rated for 10-inch wg static-pressure class, positive or negative.

2.5 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.

B. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."

- C. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- D. Trapeze and Riser Supports:
 - 1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.
- B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.
- C. Install round ducts in maximum practical lengths.
- D. Install ducts with fewest possible joints.
- E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.
- F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.
- G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- H. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.
- I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.
- J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.
- K. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Section 233300 "Air Duct Accessories" for fire and smoke dampers.
- L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials.

3.2 INSTALLATION OF EXPOSED DUCTWORK

- A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.
- B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.
- C. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.
- D. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 DUCT SEALING

- A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- B. Seal ducts to the following seal classes according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":
 - 1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 - 2. Unconditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class A.
 - 3. Unconditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class A.
 - 4. Unconditioned Space, Exhaust Ducts: Seal Class A.
 - 5. Unconditioned Space, Return-Air Ducts: Seal Class A.
 - 6. Conditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class A.
 - 7. Conditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class A.
 - 8. Conditioned Space, Exhaust Ducts: Seal Class A.
 - 9. Conditioned Space, Return-Air Ducts: Seal Class A.

3.4 HANGER AND SUPPORT INSTALLATION

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."
- B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
 - 1. Where practical, install concrete inserts before placing concrete.
 - 2. Powder actuated fasteners shall not be used in existing buildings or additions to existing buildings that are adjacent to occupied areas, except as approved by the owner, and at times approved by the owner.
 - 3. Install powder-actuated concrete fasteners after concrete is placed and completely cured.

4. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
 5. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
- C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.
- D. Hangers Exposed to View: Threaded rod and angle or channel supports.
- E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.
- F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.5 CONNECTIONS

- A. Make connections to equipment with flexible connectors complying with Section 233300 "Air Duct Accessories."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.6 DUCT CLEANING

- A. Clean new duct system(s) before testing, adjusting, and balancing.
- B. Clean the following components by removing surface contaminants and deposits:
1. Air outlets and inlets (registers, grilles, and diffusers).
 2. Supply, return, and exhaust fans including fan housings, plenums (except ceiling supply and return plenums), scrolls, blades or vanes, shafts, baffles, dampers, and drive assemblies.
 3. Air-handling unit internal surfaces and components including mixing box, coil section, air wash systems, spray eliminators, condensate drain pans, humidifiers and dehumidifiers, filters and filter sections, and condensate collectors and drains.
 4. Coils and related components.

3.7 START UP

- A. Air Balance: Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC."

3.8 DUCT SCHEDULE

- A. Fabricate ducts with galvanized sheet steel except as otherwise indicated.
- B. Supply Ducts:
 - 1. Ducts Connected to Fan Coil Units, Furnaces, Heat Pumps, and Terminal Units:
 - a. Pressure Class: Positive 2-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: 12.
 - d. SMACNA Leakage Class for Round and Flat Oval: 12.
 - 2. Ducts Connected to Constant-Volume Air-Handling Units:
 - a. Pressure Class: Positive 2-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: 12.
 - d. SMACNA Leakage Class for Round and Flat Oval: 12.
 - 3. Ducts Connected to Equipment Not Listed Above:
 - a. Pressure Class: Positive At least 1.5 times the scheduled external static pressure of the fan to which attached.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: 6.
 - d. SMACNA Leakage Class for Round and Flat Oval: 6.
- C. Return Ducts:
 - 1. Ducts Connected to Fan Coil Units, Furnaces, Heat Pumps, and Terminal Units:
 - a. Pressure Class: Positive or negative 1-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: 12.
 - d. SMACNA Leakage Class for Round and Flat Oval: 12.
 - 2. Ducts Connected to Air-Handling Units:
 - a. Pressure Class: Positive or negative 2-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: 12.
 - d. SMACNA Leakage Class for Round and Flat Oval: 12.
 - 3. Ducts Connected to Equipment Not Listed Above:
 - a. Pressure Class: Positive or negative At least 1.5 times the scheduled external static pressure of the fan to which attached..
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: 6.
 - d. SMACNA Leakage Class for Round and Flat Oval: 6.

D. Exhaust Ducts:

1. Ducts Connected to Fans Exhausting (ASHRAE 62.1, Class 1 and 2) Air:
 - a. Pressure Class: Negative 1-inch wg.
 - b. Minimum SMACNA Seal Class: A if negative pressure, and A if positive pressure.
 - c. SMACNA Leakage Class for Rectangular: 12.
 - d. SMACNA Leakage Class for Round and Flat Oval: 12.
2. Ducts Connected to Equipment Not Listed Above:
 - a. Pressure Class: Positive or negative At least 1.5 times the scheduled external static pressure of the fan to which attached.
 - b. Minimum SMACNA Seal Class: A if negative pressure, and A if positive pressure.
 - c. SMACNA Leakage Class for Rectangular: 12.
 - d. SMACNA Leakage Class for Round and Flat Oval: 12.

E. Outdoor-Air (Not Filtered, Heated, or Cooled) Ducts:

1. Ducts Connected to Fan Coil Units, Furnaces, Heat Pumps, and Terminal Units:
 - a. Pressure Class: Positive or negative 1-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: 12.
 - d. SMACNA Leakage Class for Round and Flat Oval: 12.
2. Ducts Connected to Air-Handling Units:
 - a. Pressure Class: Positive or negative 2-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: 12.
 - d. SMACNA Leakage Class for Round and Flat Oval: 12.

F. Intermediate Reinforcement:

1. Galvanized-Steel Ducts: Galvanized steel or carbon steel coated with zinc-chromate primer.

G. Elbow Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."
 - a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
 - b. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
 - c. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
2. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."

- a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.
 - 1) Radius-to Diameter Ratio: 1.5.
- b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
- c. Round Elbows, 14 Inches and Larger in Diameter: Welded.

H. Branch Configuration:

- 1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."
 - a. Rectangular Main to Rectangular Branch: 45-degree entry.
 - b. Rectangular Main to Round Branch: Spin in.
- 2. Round: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.
 - a. Velocity 1000 fpm or Lower: 90-degree tap.
 - b. Velocity 1000 to 1500 fpm: Conical tap.
 - c. Velocity 1500 fpm or Higher: 45-degree lateral.

END OF SECTION 233113

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SECTION 233300 - AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Backdraft and pressure relief dampers.
2. Manual volume dampers.
3. Fire dampers.
4. Smoke dampers.
5. Flange connectors.
6. Turning vanes.
7. Duct-mounted access doors.
8. Flexible connectors.
9. Flexible ducts.
10. Duct accessory hardware.

B. Related Requirements:

1. Control dampers are specified in Section 230900 "Instrumentation and Control for HVAC". Damper Installation is specified in this section.
2. Section 283111 "Digital, Addressable Fire-Alarm System" for duct-mounted fire and smoke detectors.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For duct accessories. Include plans, elevations, sections, details and attachments to other work.

1. Detail duct accessories fabrication and installation in ducts and other construction. Include dimensions, weights, loads, and required clearances; and method of field assembly into duct systems and other construction. Include the following:
 - a. Special fittings.
 - b. Manual volume damper installations.
 - c. Fire-damper and smoke-damper installations, including sleeves; and duct-mounted access doors.
 - d. Wiring Diagrams: For power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 ASSEMBLY DESCRIPTION

- A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

2.2 MATERIALS

- A. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
 - 1. Galvanized Coating Designation: G90.
 - 2. Exposed-Surface Finish: Mill phosphatized.
- B. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304, and having a No. 2 finish for concealed ducts and No.3 finish for exposed ducts.
- C. Aluminum Sheets: Comply with ASTM B 209, Alloy 3003, Temper H14; with mill finish for concealed ducts and standard, 1-side bright finish for exposed ducts.
- D. Extruded Aluminum: Comply with ASTM B 221, Alloy 6063, Temper T6.
- E. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.
- F. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.3 BACKDRAFT AND PRESSURE RELIEF DAMPERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. [Air Balance Inc.; a division of Mestek, Inc.](#)
 - 2. [American Warming and Ventilating; a division of Mestek, Inc.](#)
 - 3. [Cesco Products; a division of Mestek, Inc.](#)
 - 4. [Greenheck Fan Corporation.](#)
 - 5. [Lloyd Industries, Inc.](#)
 - 6. [Nailor Industries Inc.](#)
 - 7. [NCA Manufacturing, Inc.](#)
 - 8. [Pottorff.](#)
 - 9. [Ruskin Company.](#)
 - 10. [Vent Products Company, Inc.](#)

- B. Description: Gravity balanced.
- C. Maximum Air Velocity: 1000 fpm.
- D. Maximum System Pressure: 2-inch wg.
- E. Frame: Hat-shaped, 0.05-inch- thick, galvanized sheet steel, with welded corners or mechanically attached and mounting flange.
- F. Blades: Multiple single-piece blades, center pivoted, maximum 6-inch width, 0.050-inch- thick aluminum sheet with sealed edges.
- G. Blade Action: Parallel.
- H. Blade Seals: Neoprene, mechanically locked.
- I. Blade Axles:
 - 1. Material: Galvanized steel.
 - 2. Diameter: 0.20 inch.
- J. Tie Bars and Brackets: Galvanized steel.
- K. Return Spring: Adjustable tension.
- L. Bearings: Steel ball or synthetic pivot bushings.
- M. Accessories: Refer to drawings.
 - 1. Adjustment device to permit setting for varying differential static pressure.
 - 2. Counterweights and spring-assist kits for vertical airflow installations.
 - 3. Electric actuators.
 - 4. Chain pulls.
 - 5. Screen Mounting: Front mounted in sleeve.
 - a. Sleeve Thickness: 20 gage minimum.
 - b. Sleeve Length: 6 inches minimum.
 - 6. Screen Material: Galvanized steel.
 - 7. Screen Type: Bird.
 - 8. 90-degree stops.

2.4 MANUAL VOLUME DAMPERS

- A. Standard, Steel, Manual Volume Dampers:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. [Air Balance Inc.; a division of Mestek, Inc.](#)
 - b. [American Warming and Ventilating; a division of Mestek, Inc.](#)
 - c. [Flexmaster U.S.A., Inc.](#)

- d. [McGill AirFlow LLC.](#)
 - e. [Nailor Industries Inc.](#)
 - f. [Pottorff.](#)
 - g. [Ruskin Company.](#)
 - h. [Trox USA Inc.](#)
 - i. [Vent Products Company, Inc.](#)
 2. Standard leakage rating, with linkage outside airstream.
 3. Suitable for horizontal or vertical applications.
 4. Frames:
 - a. Frame: Hat-shaped, 0.094-inch- thick, galvanized sheet steel.
 - b. Mitered and welded corners.
 - c. Flanges for attaching to walls and flangeless frames for installing in ducts.
 5. Blades:
 - a. Multiple or single blade.
 - b. Parallel- or opposed-blade design.
 - c. Stiffen damper blades for stability.
 - d. Galvanized-steel, 0.064 inch thick.
 6. Blade Axles: Galvanized steel.
 7. Bearings:
 - a. Molded synthetic.
 - b. Dampers in ducts with pressure classes of 3-inch wg or less shall have axle's full length of damper blades and bearings at both ends of operating shaft.
 8. Tie Bars and Brackets: Galvanized steel.
- B. Jackshaft:
 1. Size: 0.5-inch diameter.
 2. Material: Galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.
 3. Length and Number of Mountings: As required to connect linkage of each damper in multiple-damper assembly.
- C. Damper Hardware:
 1. Zinc-plated, die-cast core with dial and handle made of 3/32-inch- thick zinc-plated steel, and a 3/4-inch hexagon locking nut.
 2. Include center hole to suit damper operating-rod size.
 3. Include elevated platform for insulated duct mounting.

2.5 FLANGE CONNECTORS

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

1. [Ductmate Industries, Inc.](#)
2. [Nexus PDQ; Division of Shilco Holdings Inc.](#)
3. [Ward Industries, Inc.; a division of Hart & Cooley, Inc.](#)

- B. Description: Add-on or roll-formed, factory-fabricated, slide-on transverse flange connectors, gaskets, and components.
- C. Material: Galvanized steel.
- D. Gage and Shape: Match connecting ductwork.

2.6 TURNING VANES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. [Ductmate Industries, Inc.](#)
 2. [Duro Dyne Inc.](#)
 3. [Elgen Manufacturing.](#)
 4. [METALAIRE, Inc.](#)
 5. [SEMCO Incorporated.](#)
 6. [Ward Industries, Inc.; a division of Hart & Cooley, Inc.](#)
- B. Manufactured Turning Vanes for Metal Ducts: Curved blades of galvanized sheet steel; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.
- C. General Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 4-3, "Vanes and Vane Runners," and 4-4, "Vane Support in Elbows."
- D. Vane Construction: Double wall.

2.7 DUCT-MOUNTED ACCESS DOORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. [American Warming and Ventilating; a division of Mestek, Inc.](#)
 2. Ruskin
 3. [Cesco Products; a division of Mestek, Inc.](#)
 4. [Ductmate Industries, Inc.](#)
 5. [Elgen Manufacturing.](#)
 6. [Flexmaster U.S.A., Inc.](#)
 7. [Greenheck Fan Corporation.](#)
 8. [McGill AirFlow LLC.](#)
 9. [Nailor Industries Inc.](#)
 10. [Pottorff.](#)
 11. [Ventfabrics, Inc.](#)
 12. [Ward Industries, Inc.; a division of Hart & Cooley, Inc.](#)

- B. Duct-Mounted Access Doors: Fabricate access panels according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 7-2, "Duct Access Doors and Panels," and 7-3, "Access Doors - Round Duct."

1. Door:
 - a. Double wall, rectangular.
 - b. Galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class.
 - c. Hinges and Latches: piano hinge and cam latches.
 - d. Fabricate doors airtight and suitable for duct pressure class.
2. Frame: Galvanized sheet steel, with bend-over tabs and neoprene gaskets.
3. Number of Hinges and Locks:
 - a. Access Doors Less Than 12 Inches Square: No hinges and two sash locks.
 - b. Access Doors up to 18 Inches Square: Continuous and two sash locks.
 - c. Access Doors up to 24 by 48 Inches: Continuous and two compression latches.
 - d. Access Doors Larger Than 24 by 48 Inches: Continuous and two compression latches with outside and inside handles.

- C. Pressure Relief Access Door:

1. Door and Frame Material: Galvanized sheet steel.
2. Door: Double wall with insulation fill with metal thickness applicable for duct pressure class.
3. Operation: Open outward for positive-pressure ducts and inward for negative-pressure ducts.
4. Doors close when pressures are within set-point range.
5. Hinge: Continuous piano.
6. Latches: Cam.
7. Seal: Neoprene.
8. Insulation Fill: 1-inch- thick, fibrous-glass or polystyrene-foam board.

2.8 FLEXIBLE CONNECTORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. [Ductmate Industries, Inc.](#)
 2. [Duro Dyne Inc.](#)
 3. [Elgen Manufacturing.](#)
 4. [Ventfabrics, Inc.](#)
 5. [Ward Industries, Inc.; a division of Hart & Cooley, Inc.](#)
- B. Materials: Flame-retardant or noncombustible fabrics.
- C. Coatings and Adhesives: Comply with UL 181, Class 1.

- D. Metal-Edged Connectors: Factory fabricated with a fabric strip 3-1/2 inches wide attached to two strips of 2-3/4-inch- wide, 0.028-inch- thick, galvanized sheet steel or 0.032-inch- thick aluminum sheets. Provide metal compatible with connected ducts.
- E. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.
 - 1. Minimum Weight: 26 oz./sq. yd..
 - 2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
 - 3. Service Temperature: Minus 40 to plus 200 deg F.
- F. Outdoor System, Flexible Connector Fabric: Glass fabric double coated with weatherproof, synthetic rubber resistant to UV rays and ozone.
 - 1. Minimum Weight: 24 oz./sq. yd..
 - 2. Tensile Strength: 530 lbf/inch in the warp and 440 lbf/inch in the filling.
 - 3. Service Temperature: Minus 50 to plus 250 deg F.

2.9 FLEXIBLE DUCTS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. [Flexmaster U.S.A., Inc.](#)
 - 2. [McGill AirFlow LLC.](#)
 - 3. [Ward Industries, Inc.; a division of Hart & Cooley, Inc.](#)
- B. Noninsulated, Flexible Duct: UL 181, Class 1, 2-ply vinyl film supported by helically wound, spring-steel wire.
 - 1. Pressure Rating: 10-inch wg positive and 1.0-inch wg negative.
 - 2. Maximum Air Velocity: 4000 fpm.
 - 3. Temperature Range: Minus 10 to plus 160 deg F.
- C. Insulated, Flexible Duct: UL 181, Class 1, aluminum laminate and polyester film with latex adhesive supported by helically wound, spring-steel wire; fibrous-glass insulation; polyethylene vapor-barrier film.
 - 1. Pressure Rating: 10-inch wg positive and 1.0-inch wg negative.
 - 2. Maximum Air Velocity: 4000 fpm.
 - 3. Temperature Range: Minus 20 to plus 210 deg F.
 - 4. Insulation R-value: Comply with ASHRAE/IESNA 90.1.
- D. Flexible Duct Connectors:
 - 1. Clamps: Stainless-steel band with cadmium-plated hex screw to tighten band with a worm-gear action in sizes 3 through 18 inches, to suit duct size.

2.10 DUCT ACCESSORY HARDWARE

- A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct-insulation thickness.
- B. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts.
- B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel ducts, and stainless-steel accessories in stainless-steel ducts.
- C. Install backdraft and control dampers at inlet of exhaust fans or exhaust ducts as close as possible to exhaust fan unless otherwise indicated.
- D. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts.
 - 1. Install steel volume dampers in steel ducts.
- E. Set dampers to fully open position before testing, adjusting, and balancing.
- F. Install test holes at fan inlets and outlets and elsewhere as indicated.
- G. Install fire and smoke dampers according to UL listing.
- H. Install duct access doors on sides of ducts to allow for inspecting, adjusting, and maintaining accessories and equipment at the following locations:
 - 1. On both sides of duct coils.
 - 2. Upstream and downstream from duct filters.
 - 3. At outdoor-air intakes and mixed-air plenums.
 - 4. At drain pans and seals.
 - 5. Downstream from manual volume dampers, control dampers, backdraft dampers, and equipment.
 - 6. Adjacent to and close enough to fire or smoke dampers, to reset or reinstall fusible links. Access doors for access to fire or smoke dampers having fusible links shall be pressure relief access doors and shall be outward operation for access doors installed upstream from dampers and inward operation for access doors installed downstream from dampers.
 - 7. Access doors to fire dampers shall be of sufficient size/quantity to allow easy re-setting of fire dampers after operation or testing.
 - 8. At each change in direction and at maximum 50-foot spacing.

9. Upstream and downstream from turning vanes.
 10. Control devices requiring inspection.
 11. Elsewhere as indicated on plans or specifications.
- I. Install access doors with swing against duct static pressure.
- J. Access Door Sizes:
1. One-Hand or Inspection Access: 8 by 5 inches.
 2. Two-Hand Access: 12 by 6 inches.
 3. Head and Hand Access: 18 by 10 inches.
 4. Head and Shoulders Access: 21 by 14 inches.
 5. Body Access: 25 by 14 inches.
 6. Body plus Ladder Access: 25 by 17 inches.
- K. Label access doors according to Section 230553 "Identification for HVAC Piping and Equipment" to indicate the purpose of access door.
- L. Damper installation and testing:
1. Follow manufacturer's instructions for installation of dampers.
 2. Support duct in area of damper if required to prevent sagging due to damper weight.
 3. Duct openings shall be free of any obstructions or irregularities that might interfere with blade, curtain dampers, linkage rotation or actuator mounting. Duct openings shall be square, straight and level.
 4. Individual damper sections and multiple section assemblies shall be completely square and free from racking, twisting or bending. Measure diagonals from upper corner to lower opposite corner to verify.
 5. Unless specifically designed for vertical blade application, dampers shall be mounted with blade axis horizontal.
 6. Damper blades, axles and linkage shall operate without binding. Prior to system operation, cycle/test all dampers after installation to ensure proper operation. For multiple section assemblies of control dampers, all sections shall open and close simultaneously.
 7. For control dampers, provide a visible and accessible indication of damper position on the drive shaft end.
 8. After installation of dampers, caulk between frame and duct or opening to prevent leakage around perimeter of damper.
 9. Test and Balance Contractor shall test low-leakage dampers after installation to verify leakage rate conforms to that specified for the leakage class. Provide a report.
- M. Install flexible connectors to connect ducts to equipment.
- N. Connect terminal units to supply ducts directly or with maximum 12-inch lengths of flexible duct. Do not use flexible ducts to change directions.
- O. Connect diffusers or light troffer boots to ducts directly or with maximum 60-inch lengths of flexible duct clamped or strapped in place.
- P. Connect flexible ducts to metal ducts with draw bands.

- Q. Install duct test holes where required for testing and balancing purposes.

3.2 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Operate dampers to verify full range of movement.
2. Inspect locations of access doors and verify that purpose of access door can be performed.
3. Operate fire and smoke dampers to verify full range of movement and verify that proper heat-response device is installed.
4. Inspect turning vanes for proper and secure installation.

END OF SECTION 233300

SECTION 233423 - HVAC POWER VENTILATORS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section primary includes fans for low pressure exhaust systems.
- B. Section Includes:
 - 1. Ceiling-mounted ventilators.

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.
 - 2. Wiring Diagrams: For power, signal, and control wiring.
 - 3. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.
 - 4. Design Calculations: Calculate requirements for selecting vibration isolators and for designing vibration isolation bases.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.4 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. AMCA Compliance: Fans shall have AMCA-Certified performance ratings and shall bear the AMCA-Certified Ratings Seal.

PART 2 - PRODUCTS

2.1 CEILING-MOUNTED VENTILATORS

- A. Manufacturers: Subject to compliance with requirements, provide one of the following:
 - 1. American Coolair Corporation.
 - 2. Carnes Company.
 - 3. Greenheck Fan Corporation.
 - 4. Loren Cook Company.
 - 5. PennBarry.
- B. Housing: Steel, lined with acoustical insulation.
- C. Fan Wheel: Centrifugal wheels directly mounted on motor shaft. Fan shrouds, motor, and fan wheel shall be removable for service.
- D. Grille: Material as indicated on the Equipment Schedule, louvered grille with flange on intake and thumbscrew attachment to fan housing.
- E. Electrical Requirements: Junction box for electrical connection on housing and motor rated disconnect switch.
- F. Accessories, as indicated on the Equipment Schedule on the drawings:
 - 1. Variable-Speed Controller: Solid-state control to reduce speed from 100 to less than 50 percent.
 - 2. Manual Starter Switch: Single-pole rocker switch assembly with cover and pilot light.
 - 3. Time-Delay Switch: Assembly with single-pole rocker switch, timer, and cover plate.
 - 4. Motion Sensor: Motion detector with adjustable shutoff timer.
 - 5. Isolation: Rubber-in-shear vibration isolators.
 - 6. Manufacturer's standard roof jack or wall cap and transition fittings.
- G. Capacities and Characteristics: Refer to Equipment Schedule on the drawings.

2.2 MOTORS

- A. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."
 - 1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
- B. Enclosure Type: Totally enclosed, fan cooled.

2.3 SOURCE QUALITY CONTROL

- A. Certify sound-power level ratings according to AMCA 301, "Methods for Calculating Fan Sound Ratings from Laboratory Test Data." Factory test fans according to AMCA 300, "Reverberant Room Method for Sound Testing of Fans." Label fans with the AMCA-Certified Ratings Seal.
- B. Certify fan performance ratings, including flow rate, pressure, power, air density, speed of rotation, and efficiency by factory tests according to AMCA 210, "Laboratory Methods of Testing Fans for Aerodynamic Performance Rating." Label fans with the AMCA-Certified Ratings Seal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Ceiling Units: Suspend units from structure; use metal straps.
- B. Support suspended units from structure using threaded steel rods and spring hangers with vertical-limit stops having a static deflection of 1 inch. Vibration-control devices are specified in Section 230548.13 "Vibration Controls for HVAC."
- C. Install units with clearances for service and maintenance.
- D. Label units according to requirements specified in Section 230553 "Identification for HVAC Piping and Equipment."

3.2 CONNECTIONS

- A. Drawings indicate general arrangement of ducts and duct accessories. Make final duct connections with flexible connectors. Flexible connectors are specified in Section 233300 "Air Duct Accessories."
- B. Install ducts adjacent to power ventilators to allow service and maintenance.
- C. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- D. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

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. Verify that shipping, blocking, and bracing are removed.
2. Verify that unit is secure on mountings and supporting devices and that connections to ducts and electrical components are complete. Verify that proper thermal-overload protection is installed in motors, starters, and disconnect switches.
3. Verify that cleaning and adjusting are complete.
4. Disconnect fan drive from motor, verify proper motor rotation direction, and verify fan wheel free rotation and smooth bearing operation. Reconnect fan drive system, align and adjust belts, and install belt guards.
5. Adjust belt tension.
6. Adjust damper linkages for proper damper operation.
7. Verify lubrication for bearings and other moving parts.
8. Verify that manual and automatic volume control and fire and smoke dampers in connected ductwork systems are in fully open position.
9. Disable automatic temperature-control operators, energize motor and adjust fan to indicated rpm, and measure and record motor voltage and amperage.
10. Shut unit down and reconnect automatic temperature-control operators.
11. Remove and replace malfunctioning units and retest as specified above.

C. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Prepare test and inspection reports.

3.4 ADJUSTING

A. Adjust damper linkages for proper damper operation.

B. Adjust belt tension.

C. Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing procedures.

D. Replace fan and motor pulleys as required to achieve design airflow.

E. Lubricate bearings.

END OF SECTION 233423

SECTION 233713 - DIFFUSERS, REGISTERS, AND GRILLES

PART 1 - GENERAL

1.1 SUMMARY

A. Related Sections:

1. Section 233300 "Air Duct Accessories" for fire and smoke dampers and volume-control dampers not integral to diffusers, registers, and grilles.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated, include the following:

1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.
2. Diffuser, Register, and Grille Schedule: Indicate drawing designation, room location, quantity, model number, size, and accessories furnished.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. All scheduled diffusers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Carnes.
 - b. Hart & Cooley Inc.
 - c. METALAIRe, Inc.
 - d. Nailor Industries Inc.
 - e. Price Industries.
 - f. Titus.
 - g. Tuttle & Bailey.
 - h. Krueger.

2.2 CEILING DIFFUSERS

A. Rectangular and Square Ceiling Diffusers:

1. Devices shall be specifically designed for variable-air-volume flows.
2. Material: Steel or Aluminum as indicated on the equipment schedule.
3. Finish: Baked enamel, white unless indicated otherwise on the equipment schedule.

4. Face Size: 24 by 24 inches unless indicated otherwise on the equipment schedule.
5. Face Style: Multicone as indicated on the equipment schedule.
6. Mounting: As required by the ceiling type.
7. Pattern: Adjustable unless indicated otherwise on the equipment schedule.
8. Dampers: As indicated on the equipment schedule, details or drawings.
9. Accessories: As indicated on the equipment schedule or required for the installation.

- a. Equalizing grid.
- b. Plaster ring.
- c. Safety chain.
- d. Wire guard.
- e. Sectorizing baffles.
- f. Operating rod extension.

B. Perforated Diffuser:

1. Devices shall be specifically designed for variable-air-volume flows.
2. Material: Aluminum or steel backpan and pattern controllers, with steel or aluminum face as indicated on the equipment schedule.
3. Finish: Baked enamel, white unless indicated otherwise on the equipment schedule.
4. Face Size: As indicated on the equipment schedule.
5. Duct Inlet: Round or Square as indicated on the equipment schedule.
6. Face Style: Flush or Drop extended as indicated on the equipment schedule.
7. Mounting: As required by the ceiling type or as indicated on the equipment schedule.
8. Pattern Controller: Adjustable with louvered pattern modules at inlet unless indicated otherwise on the equipment schedule or drawings.
9. Dampers: As indicated on the equipment schedule, drawings or details.
10. Accessories: As indicated on the equipment schedule or required for the ceiling type.

- a. Equalizing grid.
- b. Plaster ring.
- c. Safety chain.
- d. Wire guard.
- e. Sectorizing baffles.
- f. Operating rod extension.

C. Louver Face Diffuser:

1. Devices shall be specifically designed for variable-air-volume flows.
2. Material: Steel or Aluminum as indicated on the equipment schedule.
3. Finish: Baked enamel, white unless indicated otherwise on the equipment schedule.
4. Face Size: As indicated on the equipment schedule or drawings.
5. Mounting: As indicated on the equipment schedule and as required by the ceiling type.
6. Pattern: As indicated by the equipment schedule or drawings.
7. Dampers: As indicated on the equipment schedule, drawings or details.
8. Accessories: As indicated on the equipment schedule or required by the ceiling type.

- a. Square to round neck adaptor.
- b. Adjustable pattern vanes.
- c. Throw reducing vanes.
- d. Equalizing grid.

- e. Plaster ring.
- f. Safety chain.
- g. Wire guard.
- h. Sectorizing baffles.
- i. Operating rod extension.

2.3 CEILING LINEAR SLOT OUTLETS

A. Linear Slot Diffuser:

- 1. Material - Shell: Steel or Aluminum as indicated on the equipment schedule, insulated or non-insulated as indicated on the equipment schedule or drawing details.
- 2. Material - Pattern Controller and Tees: Aluminum.
- 3. Finish - Face and Shell: Baked enamel, black unless indicated otherwise on the equipment schedule.
- 4. Finish - Pattern Controller: Baked enamel, black.
- 5. Finish - Tees: Baked enamel, white, unless indicated otherwise on drawings.
- 6. Slot Width: As indicated on the equipment schedule.
- 7. Number of Slots: As indicated on the equipment schedule.
- 8. Length: As indicated on the equipment schedule.
- 9. Distribution plenum with integral insulation and inlet damper.
- 10. Accessories: As indicated on the equipment schedule.

2.4 REGISTERS AND GRILLES

A. Adjustable and Fixed Bar Register and Grilles:

- 1. Material: Steel, Aluminum, or Stainless steel as indicated on the equipment schedule or drawings.
- 2. Finish: Baked enamel, white unless indicated otherwise on the equipment schedule.
- 3. Blade Arrangement: Supply grilles shall have vertical blades in the front and horizontal blades in the rear. Returns shall have horizontal blades with gang operator.
- 4. Core Construction: Integral.
- 5. Frame: 1-1/4 inches wide.
- 6. Mounting Frame: Filter if indicated on the equipment schedule.
- 7. Mounting: Concealed.
- 8. Damper Type: As indicated on the equipment schedule.
- 9. Accessories: As indicated on the equipment schedule.
 - a. Filter.

B. Ceiling Grid Core Exhaust and Return Registers/Grilles:

- 1. Type: Fixed grilles of ½ X ½ X 1 inch louvers.
- 2. Fabrication: Aluminum with factory white baked enamel finish.
- 3. Frame: As required for the ceiling type.

2.5 SOURCE QUALITY CONTROL

- A. Verification of Performance: Rate diffusers, registers, and grilles according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install diffusers, registers, and grilles level and plumb.
- B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.
- C. Install diffusers, registers, and grilles with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

3.2 ADJUSTING

- A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 233713

SECTION 236200 - PACKAGED COMPRESSOR AND CONDENSER UNITS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes packaged, air-cooled, refrigerant compressor and condenser units.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For compressor and condenser units. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Wiring Diagrams: For power, signal, and control wiring.

1.3 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. Fabricate and label refrigeration system according to ASHRAE 15, "Safety Standard for Refrigeration Systems."
- C. ASHRAE/IESNA 90.1 Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6, "Heating, Ventilating, and Air-Conditioning."

1.4 WARRANTY

- A. Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of compressor and condenser units that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Compressor failure.
 - b. Condenser coil leak.
 - 2. Warranty Period (Compressor Only): Five years from date of Substantial Completion.
 - 3. Warranty Period (Components Other Than Compressor): Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 COMPRESSOR AND CONDENSER UNITS, AIR COOLED, 6 TO 120 TONS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Carrier Corporation; Commercial HVAC Systems.
 - 2. Lennox International Inc.
 - 3. McQuay International.
 - 4. Rheem Air Conditioning Division.
 - 5. Ruud Air Conditioning Division.
 - 6. Trane; a business of American Standard Companies.
 - 7. YORK; a Johnson Controls company.
- B. Description: Factory assembled and tested, air cooled; consisting of casing, compressors, condenser coils, condenser fans and motors, and unit controls.
- C. Compressor: Hermetic scroll compressor designed for service with crankcase sight glass, crankcase heater, and backseating service access valves on suction and discharge ports.
 - 1. Capacity Control: On-off compressor cycling.
- D. Refrigerant: R-454B.
- E. Condenser Coil: Seamless copper-tube, aluminum-fin coil, including subcooling circuit and backseating liquid-line service access valve. Factory pressure test coils, then dehydrate by drawing a vacuum and fill with a holding charge of nitrogen or refrigerant.
- F. Condenser Fan: Propeller-type vertical discharge; either directly or belt driven. Include the following:
 - 1. Permanently lubricated, ball-bearing motors.
 - 2. Separate motor for each fan.
 - 3. Dynamically and statically balanced fan assemblies.
- G. Operating and safety controls include the following:
 - 1. Manual-reset, high-pressure cutout switches.
 - 2. Automatic-reset, low-pressure cutout switches.
 - 3. Low-oil-pressure cutout switch.
 - 4. Compressor-winding thermostat cutout switch.
 - 5. Three-leg, compressor-overload protection.
 - 6. Control transformer.
 - 7. Magnetic contactors for compressor and condenser fan motors.
 - 8. Timer to prevent excessive compressor cycling.
- H. Accessories: Refer to drawings for applicable accessories.

1. Electronic programmable thermostat to control compressor and condenser unit and evaporator fan.
 2. Low-Ambient Controller: Cycles condenser fan to permit operation down to 0 deg F with time-delay relay to bypass low-pressure switch.
 3. Gage Panel: Package with refrigerant circuit suction and discharge gages.
 4. Part-winding-start timing relay, circuit breakers, and contactors.
 5. Reversing valve (for heat pump units).
- I. Unit Casings: Designed for outdoor installation with weather protection for components and controls and with removable panels for required access to compressors, controls, condenser fans, motors, and drives. Additional features include the following:
1. Steel, galvanized or zinc coated, for exposed casing surfaces; treated and finished with manufacturer's standard paint coating.
 2. Perimeter base rail with forklift slots and lifting holes to facilitate rigging.
 3. Gasketed control panel door.
 4. Disconnect switch per equipment nameplate, factory mounted and wired, for single external electrical power connection.
 5. Condenser coil hail guard.
- J. Capacities and Characteristics: Refer to drawings.

2.2 SOURCE QUALITY CONTROL

- A. Energy Efficiency: Equal to or greater than prescribed by ASHRAE/IESNA 90.1, "Energy Efficient Design of New Buildings except Low-Rise Residential Buildings," Section 6, "Heating, Ventilating, and Air-Conditioning."
- B. Testing Requirements: Factory test sound-power-level ratings according to ARI 270 or ARI 370 as applicable for cooling capacity of the equipment.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install units level and plumb, firmly anchored in locations indicated.
- B. Install roof-mounting units on equipment supports specified in Section 077200 "Roof Accessories."
- C. Equipment Mounting:
1. Install compressor and condenser units on cast-in-place concrete equipment bases. Comply with requirements for equipment bases and foundations specified in Section 033000 "Cast-in-Place Concrete."
 2. Comply with requirements for vibration isolation devices specified in Section 230548.13 "Vibration Controls for HVAC."

- D. Maintain manufacturer's recommended clearances for service and maintenance.
- E. Loose Components: Install electrical components, devices, and accessories that are not factory mounted.

3.2 CONNECTIONS

- A. Comply with requirements for piping in Section 232113 "Hydronic Piping" and Section 232116 "Hydronic Piping Specialties. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Where installing piping adjacent to equipment, allow space for service and maintenance of equipment.
- C. Connect refrigerant piping to air-cooled compressor and condenser units; maintain required access to unit. Install furnished field-mounted accessories.

3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test. Certify compliance with test parameters.
 - 2. Leak Test: After installation, charge system with refrigerant and oil and test for leaks. Repair leaks, replace lost refrigerant and oil, and retest until no leaks exist.
 - 3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor operation and unit operation, product capability, and compliance with requirements.
 - 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
 - 5. Verify proper airflow over coils.
- C. Verify that vibration isolation and flexible connections properly dampen vibration transmission to structure.

END OF SECTION 236200

SECTION 237313.13 - INDOOR, BASIC AIR-HANDLING UNITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes factory-assembled, indoor air-handling units with limited features, including the following components and accessories:
 - 1. Casings.
 - 2. Fans, drives, and motors.
 - 3. Coils.
 - 4. Air filtration.
 - 5. Dampers.

1.3 ACTION SUBMITTALS

- A. Product Data: For each air-handling unit.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
 - 3. Include unit dimensions and weight.
 - 4. Include cabinet material, metal thickness, finishes, insulation, and accessories.
 - 5. Fans:
 - a. Include certified fan-performance curves with system operating conditions indicated.
 - b. Include certified fan-sound power ratings.
 - c. Include fan construction and accessories.
 - d. Include motor ratings, electrical characteristics, and motor accessories.
 - 6. Include certified coil-performance ratings with system operating conditions indicated.
 - 7. Include filters with performance characteristics.
- B. Shop Drawings: For each type and configuration of indoor, basic, air-handling unit.
 - 1. Include plans, elevations, sections, and details.

2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Detail fabrication and assembly of indoor, basic air-handling units, as well as procedures and diagrams.
4. Include diagrams for power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Source quality-control reports.
- B. Startup service reports.
- C. Field quality-control reports.
- D. Sample Warranty: For manufacturer's warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For air-handling units to include in emergency, operation, and maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Filters: One set for each air-handling unit.
 2. Gaskets: One set for each access door.
 3. Fan Belts: One set for each air-handling unit fan.

1.7 WARRANTY

- A. Warranty: Manufacturer agrees to repair or replace components of indoor, basic, air-handling units that fail in materials or workmanship within specified warranty period.
 1. Warranty Period: Manufacturer's standard, but not less than one year from date of Substantial Completion.

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. NFPA Compliance: Comply with NFPA 90A for design, fabrication, and installation of air-handling units and components.
- C. ASHRAE 62.1 Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."
- D. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."

2.2 CAPACITIES AND CHARACTERISTICS

A. Supply Fan:

- 1. Type: DWDI, forward-curved centrifugal fan.
- 2. Class: AMCA 99, Section 14, Class I.
- 3. Drive: V-belt.
- 4. Number of Fan Wheels: One.
- 5. Fan Diameter: See Schedule.
- 6. Airflow: See Schedule.
- 7. Total Static Pressure: See Schedule.
- 8. External Static Pressure: See Schedule.
- 9. Speed: See Schedule.
- 10. Maximum Outlet Velocity See Schedule.
- 11. Motor:
 - a. Size: See Schedule.
 - b. Speed: See Schedule.
 - c. Volts: 208V.
 - d. Phase: Three.
 - e. Hertz: 60 Hz.
 - f. Full-Load Amperes: See Schedule.
 - g. Minimum Circuit Ampacity: See Schedule.
 - h. Maximum Overcurrent Protection: See Schedule.

B. DX Coil:

- 1. Sensible Heat-Transfer Rate: See Schedule.
- 2. Total Heat-Transfer Rate: See Schedule.
- 3. Entering-Air, Dry-Bulb Temperature: See Schedule.
- 4. Entering-Air, Wet-Bulb Temperature: See Schedule.
- 5. Leaving-Air, Dry-Bulb Temperature: See Schedule.
- 6. Leaving-Air, Wet-Bulb Temperature: See Schedule.
- 7. Maximum Air-Side, Static-Pressure Drop: See Schedule.
- 8. Number of Rows: See Schedule.
- 9. Fin Spacing: See Schedule.
- 10. Refrigerant:
 - a. Refrigerant Type: R-454B.

C. Filters:

1. Type: See Schedule.
2. Minimum Efficiency Reporting Value:
 - a. MERV Rating: MERV 13, according to ASHRAE 52.2.

2.3 MANUFACTURERS

- A. Trane
- B. Daikin
- C. JCI York
- D. Carrier

2.4 UNIT CASINGS

- A. General Fabrication Requirements for Casings;
 1. Forming: Form walls, roofs, and floors with at least two breaks at each joint.
 2. Joints: Sheet metal screws or pop rivets.
 3. Sealing: Seal all joints with water-resistant sealant. Hermetically seal at each corner and around entire perimeter.
 4. Base Rail:
 - a. Material: Galvanized steel.
 - b. Height: 4 inches.
- B. Single-Wall Construction
 1. Material: Galvanized steel with manufacturer's standard finish.
 2. Floor Plate: Galvanized steel, treadplate, minimum 18 gauge thick.
- C. Airstream Surfaces: Surfaces in contact with airstream shall comply with requirements in ASHRAE 62.1.
- D. Static-Pressure Classifications:
 1. For Unit Sections Upstream of Fans: Minus 2-inch wg.
 2. For Unit Sections Downstream and Including Fans: 2-inch wg..
- E. Panels and Doors:
 1. Panels:
 - a. Fabrication: Formed and reinforced with same materials and insulation thickness as casing.
 - b. Fasteners: Two or more camlock type for panel lift-out operation. Arrangement shall allow panels to be opened against airflow.

- c. Gasket: Neoprene, applied around entire perimeters of panel frames.
 - d. Size: Large enough to allow unobstructed access for inspection and maintenance of air-handling unit's internal components. At least 18 inches wide by full height of unit casing up to a maximum height of 60.
 - 2. Doors:
 - a. Fabrication: Formed and reinforced with same materials and insulation thickness as casing.
 - b. Hinges: A minimum of two ball-bearing hinges or stainless-steel piano hinge and two wedge-lever-type latches, operable from inside and outside. Arrange doors to be opened against airflow. Provide safety latch retainers on doors so that doors do not open uncontrollably.
 - c. Gasket: Neoprene, applied around entire perimeters of frame.
 - d. Size: Large enough to allow for unobstructed access for inspection and maintenance of air-handling unit's internal components. At least 18 inches wide by full height of unit casing up to a maximum height of 60 inches.
 - F. Condensate Drain Pans:
 - 1. Location: Each type of cooling coil.
 - 2. Construction:
 - a. Single-wall, galvanized-steel or noncorrosive polymer sheet.
 - 3. Drain Connection:
 - a. Located at lowest point of pan and sized to prevent overflow. Terminate with threaded nipple on minimum one end of pan.
 - b. Minimum Connection Size: NPS 1.
- 2.5 FAN, DRIVE, AND MOTOR SECTION
- A. Fan and Drive Assemblies: Statically and dynamically balanced and designed for continuous operation at maximum-rated fan speed and motor horsepower.
 - B. Fans: Centrifugal, galvanized steel; mounted on solid-steel shaft.
 - 1. Shafts: With field-adjustable alignment.
 - a. Turned, ground, and polished hot-rolled steel with keyway.
 - 2. Shaft Bearings:
 - a. Heavy-duty, self-aligning, pillow-block type with an L-50 rated life of minimum 100,000 hours according to ABMA 9.
 - 3. Housings, Plenum Fans: Steel frame and panel; fabricated without fan scroll and volute housing. Provide inlet screens for Type SWSI fans.

4. Forward-Curved, Centrifugal Fan Wheels: Inlet flange, backplate, and shallow blades with inlet and tip curved forward in direction of airflow and mechanically fastened to flange and backplate; steel hub swaged to backplate and fastened to shaft with setscrews.
 5. Mounting: For internal vibration isolation. Factory-mount fans with manufacturer's standard vibration isolation mounting devices having a minimum static deflection of 1 inch.
 6. Shaft Lubrication Lines: Extended to a location outside the casing.
 7. Flexible Connector: Factory fabricated with a fabric strip minimum 3-1/2 inches wide, attached to two strips of minimum 2-3/4-inch wide by 0.028-inch thick, galvanized-steel sheet.
 - a. Flexible Connector Fabric: Glass fabric, double coated with neoprene. Fabrics, coatings, and adhesives shall comply with UL 181, Class 1.
- C. Drive, Belt: Factory-mounted, V-belt drive, with adjustable alignment and belt tensioning, and with 1.5 service factor based on fan motor.
1. Pulleys: Cast iron or cast steel with split, tapered bushing, dynamically balanced at the factory.
 2. Belts: Oil resistant, non-sparking and nonstatic; in matched sets for multiple-belt drives.
 3. Belt Guards: Comply with requirements specified by OSHA and fabricate according to SMACNA's "HVAC Duct Construction Standards"; 0.146-inch thick, 3/4-inch diamond-mesh wire screen, welded to steel angle frame; prime coated.
- D. Motors:
1. Comply with NEMA designation, temperature rating, service factor, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."
 2. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.

2.6 COIL SECTION

A. General Requirements for Coil Section:

1. Comply with AHRI 410.
2. Fabricate coil section to allow removal and replacement of coil for maintenance and to allow in-place access for service and maintenance of coil(s).
3. Coils shall not act as structural component of unit.

B. Cooling Coils:

1. Refrigerant Coil:
 - a. Tubes: Copper.
 - b. Fins:
 - 1) Material: Aluminum.

- c. Fin and Tube Joints: Mechanical bond.
- d. Headers: Seamless-copper headers with brazed connections.
- e. Frames: Galvanized steel.
- f. Coatings: Corrosion-resistant coating.
- g. Ratings: Designed, tested, and rated according to ASHRAE 33 and AHRI 410.

- 1) Working Pressure: Minimum 300 psig (2070 kPa).

2.7 AIR FILTRATION SECTION

A. Panel Filters:

- 1. Description: Pleated factory-fabricated, self-supported disposable air filters with holding frames.
- 2. Filter Unit Class: UL 900.
- 3. Media: Interlaced glass, synthetic, or cotton fibers coated with nonflammable adhesive and antimicrobial coating.
- 4. Filter-Media Frame: High wet-strength beverage board with perforated metal retainer, or metal grid, on outlet side.

2.8 DAMPERS

A. Mixing Section: Multiple-blade, air-mixer assembly located immediately downstream of mixing section.

B. Combination Filter and Mixing Section:

- 1. Cabinet support members shall hold 2-inch- thick, pleated, flat, permanent or throwaway filters.

2.9 AIR BLENDERS

A. Multiple-blade, air-mixer assembly shall mix air to prevent stratification, located immediately downstream of mixing box.

2.10 MATERIALS

A. Steel:

- 1. ASTM A36/A36M for carbon structural steel.
- 2. ASTM A568/A568M for steel sheet.

B. Stainless Steel:

- 1. Manufacturer's standard grade for casing.
- 2. Manufacturer's standard type, ASTM A240/A240M for bare steel exposed to airstream or moisture.

- C. Galvanized Steel: ASTM A653/A653M.
- D. Aluminum: ASTM B209.
- E. Corrosion-Resistant Coating: Coat with a corrosion-resistant coating capable of withstanding a 3000-hour salt-spray test according to ASTM B117.
 - 1. Standards:
 - a. ASTM B117 for salt spray.
 - b. ASTM D2794 for minimum impact resistance of 100 in-lb.
 - c. ASTM B3359 for cross hatch adhesion of 5B.
 - 2. Application: Immersion.
 - 3. Thickness: 1 mil.
 - 4. Gloss: Minimum gloss of 60 on a 60-degree meter.

2.11 SOURCE QUALITY CONTROL

- A. AHRI 430 Certification: Test, rate, and label air-handling units and their components in accordance with AHRI 430.
- B. Fan Operating Limits: Classify fans in accordance with AMCA 99, Section 14.
- C. Refrigerant Coils: Factory tested to minimum 450-psig (3105-kPa) internal pressure, and to minimum 300-psig (2070-kPa) internal pressure while underwater, according to AHRI 410 and ASHRAE 33.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine casing insulation materials and filter media before air-handling unit installation. Replace with new insulation materials and filter media that are wet, moisture damaged, or mold damaged.
- C. Examine roughing-in for steam, hydronic, and condensate drainage piping systems and electrical services to verify actual locations of connections before installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Equipment Mounting:

1. Install air-handling units on cast-in-place concrete equipment bases. Coordinate sizes and locations of concrete bases with actual equipment provided. Comply with requirements for equipment bases and foundations specified in Section 033000 "Cast-in-Place Concrete."
- B. Suspended Units: Suspend and brace units from structural-steel support frame using threaded steel rods and spring hangers. Coordinate sizes and locations of structural-steel support members with actual equipment provided. Comply with requirements for vibration isolation devices specified in Section 230548 "Vibration and Seismic Controls for HVAC."
- C. Arrange installation of units to provide access space around air-handling units for service and maintenance.
- D. Do not operate fan system until filters (temporary or permanent) are in place. Replace temporary filters used during construction and testing with new, clean filters.
- E. Connect duct to air-handling units with flexible connections. Comply with requirements in Section 233300 "Air Duct Accessories."

3.3 PIPING CONNECTIONS

- A. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Where installing piping adjacent to air-handling unit, allow for service and maintenance.
- C. Connect piping to air-handling units mounted on vibration isolators with flexible connectors.
- D. Connect condensate drain pans using NPS 1-1/4, ASTM B88, Type M (ASTM B88M, Type C) copper tubing. Extend to nearest equipment or floor drain. Construct deep trap at connection to drain pan and install cleanouts at changes in direction.
- E. Refrigerant Piping: Comply with applicable requirements in Section 232300 "Refrigerant Piping." Install shutoff valve and union or flange at each supply and return connection.

3.4 ELECTRICAL CONNECTIONS

- A. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- C. Install electrical devices furnished by manufacturer, but not factory mounted, according to NFPA 70 and NECA 1.
- D. Install nameplate for each electrical connection, indicating electrical equipment designation and circuit number feeding connection.

1. Nameplate shall be laminated acrylic or melamine plastic signs, as specified in Section 260553 "Identification for Electrical Systems."
2. Nameplate shall be laminated acrylic or melamine plastic signs with a black background and engraved white letters at least 1/2 inch (13 mm) high.

3.5 CONTROL CONNECTIONS

- A. Install control and electrical power wiring to field-mounted control devices.
- B. Connect control wiring according to Section 260523 "Control-Voltage Electrical Power Cables."

3.6 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
 1. Complete installation and startup checks according to manufacturer's written instructions.
 2. Verify that shipping, blocking, and bracing are removed.
 3. Verify that unit is secure on mountings and supporting devices and that connections to piping, ducts, and electrical systems are complete. Verify that proper thermal-overload protection is installed in motors, controllers, and switches.
 4. Verify proper motor rotation direction, free fan wheel rotation, and smooth bearing operations. Reconnect fan drive system, align belts, and install belt guards.
 5. Verify that bearings, pulleys, belts, and other moving parts are lubricated with factory-recommended lubricants.
 6. Verify that outdoor- and return-air mixing dampers open and close, and maintain minimum outdoor-air setting.
 7. Comb coil fins for parallel orientation.
 8. Verify that proper thermal-overload protection is installed for electric coils.
 9. Install new, clean filters.
 10. Verify that manual and automatic volume control and fire and smoke dampers in connected duct systems are in fully open position.
- B. Starting procedures for air-handling units include the following:
 1. Energize motor; verify proper operation of motor, drive system, and fan wheel. Adjust fan to indicated rpm. Replace fan and motor pulleys as required to achieve design conditions.
 2. Measure and record motor electrical values for voltage and amperage.
 3. Manually operate dampers from fully closed to fully open position and record fan performance.

3.7 ADJUSTING

- A. Adjust damper linkages for proper damper operation.
- B. Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC" for air-handling system testing, adjusting, and balancing.

- C. Occupancy Adjustments: When requested within 12 months from date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

3.8 CLEANING

- A. After completing system installation and testing, adjusting, and balancing of air-handling unit and air-distribution systems, and after completing startup service, clean air-handling units internally to remove foreign material and construction dirt and dust. Clean fan wheels, cabinets, dampers, coils, and filter housings, and install new, clean filters.

3.9 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. Leak Test: After installation, fill water and steam coils with water, and test coils and connections for leaks.
 - 2. Charge refrigerant coils with refrigerant and test for leaks.
 - 3. Fan Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
 - 4. Air-handling unit and components will be considered defective if unit or components do not pass tests and inspections.
 - 5. Prepare test and inspection reports.

3.10 DEMONSTRATION

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

END OF SECTION 237313.13

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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 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.4 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."
- C. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1.

1.5 WARRANTY

- A. 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 years from date of Substantial Completion.
 - b. For Parts: One year from date of Substantial Completion.

- c. For Labor: One year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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

1. [Carrier Corporation; Home Comfort and HVAC Building & Industrial Systems.](#)
2. [Lennox International Inc.](#)
3. [Mitsubishi Electric & Electronics USA, Inc.; HVAC Advanced Products Division.](#)
4. [SANYO North America Corporation; SANYO Fisher Company.](#)
5. [Trane; a business of American Standard companies.](#)
6. [YORK; a Johnson Controls company.](#)

2.2 INDOOR UNITS (5 TONS OR LESS)

- A. 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 for heat pump units and supplemental electric heat: 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. NEMA Premium (TM) efficient motors as defined in NEMA MG 1.
 - d. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in electrical Sections.
 - e. 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. Double-wall, galvanized-steel sheet with space between walls filled with foam insulation and moisture-tight seal.
- c. 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.
- d. Pan-Top Surface Coating: Asphaltic waterproofing compound.

2.3 OUTDOOR UNITS (5 TONS OR LESS)

A. Air-Cooled, Compressor-Condenser Components:

1. 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.
2. 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: Scroll.
 - b. Two-speed compressor motor with manual-reset high-pressure switch and automatic-reset low-pressure switch.
 - c. Refrigerant Charge: R-407C or R-410A.
 - d. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins and liquid subcooler. Comply with ARI 206/110.
3. For Heat-Pump Components: Reversing valve and low-temperature-air cutoff thermostat.
4. Fan: Aluminum-propeller type directly connected to motor.
5. Motor: Permanently lubricated, with integral thermal-overload protection.
6. Low Ambient Kit: Permits operation down to 45 deg F.
7. Mounting Base: Polyethylene.

2.4 ACCESSORIES

- A. Thermostat: Low voltage with subbase to control compressor and evaporator fan.
- B. Automatic-reset timer to prevent rapid cycling of compressor.
- C. 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.
- D. Drain Hose: For condensate.

2.5 CAPACITIES AND CHARACTERISTICS: Refer to drawings.

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. If roof mounted, 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 cast-in-place concrete equipment base(s). Comply with requirements for equipment bases and foundations specified in Section 033000 "Cast-in-Place Concrete."
 - 2. Comply with requirements for vibration isolation devices specified in Section 230548.13 "Vibration Controls for HVAC."
- E. Install and connect pre-charged 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.
- B. Where piping is installed adjacent to unit, allow space for service and maintenance of unit.

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. Train Owner's maintenance personnel to adjust, operate, and maintain units.

END OF SECTION 238126

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SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Electrical equipment coordination and installation.
 - 2. Common electrical installation requirements.

1.2 DIVISION OF WORK

- A. This section delineates the division of work between the Electrical Contractor and any other Contractor.
- B. Specific work to be done under Division 26 is hereinafter listed or described. All other work necessary for the operation of Division 23 equipment shall be performed under Division 23.
- C. All individual motor starters and drives for mechanical equipment (fans, pumps, etc.) shall be furnished and installed under Division 23 unless indicated as a part of a motor control center. Motor starters for mechanical equipment provided in motor control centers shall be furnished under Division 26.
- D. Under Division 26, power wiring shall be provided up to a termination point consisting of a junction box, trough, starter, VFD or disconnect switch. Under Division 26 line side terminations shall be provided. Wiring from the termination point to the mechanical equipment, including final connections, shall be provided under Division 23.
- E. Equipment less than 110 Volt, all relays, actuators, timers, seven-day clocks, alternators, pressure, vacuum, float, flow, pneumatic-electric, and electric-pneumatic switches, aquastats, freeze-stats, line and low voltage thermostats, thermals, remote selector switches, remote pushbutton stations, emergency break-glass stations, interlocking, disconnect switches beyond termination point, and other appurtenances associated with equipment under Division 23 shall be furnished, installed and wired under Division 23.
- F. All wiring and conduit required for controls and instrumentation not indicated on the drawings shall be furnished and installed by Division 23. All wiring and/or cabling installed for the project shall be contained within conduit as indicated by specification section 260533 "Raceways and Boxes for Electrical Systems".
- G. Where electrical wiring is required by trades other than covered by Division 26, materials and installation shall comply with the same wiring materials and methods as specified under Division 26.
- H. Reports showing the sizes of the maximum overcurrent protection (MOCP) and the minimum circuit ampacity (MCA) and overload setting of the devices for all motors; shall be provided by

the contractor providing the equipment to the electrical engineer of record before project final approval.

- I. All electrical work shall be performed by companies properly licensed by the NC State Electrical Board of Examiners.
- J. All conductor / wiring sizes shown on plans are based on 75-degree Celsius rated equipment terminal(s). Contractor shall be responsible for revising conductor / wiring / conduit sizes in accordance with the NEC where equipment provided includes terminal ratings other than 75-degree Celsius as indicated above.

1.3 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical equipment:
 - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
 - 2. To provide for ease of disconnecting the equipment with minimum interference to other trade installations.
 - 3. To allow right of way for piping and conduit installed at required slope.
 - 4. So that connecting raceways, cables and wireways will be clear of obstructions and of the working and access space of other equipment.
- B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.
- C. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed. Coordinate electrical testing of electrical, mechanical, and architectural items, so equipment and systems that are functionally interdependent are tested to demonstrate successful interoperability.
- D. Electrical contractor is responsible for notifying the Office of the State Electrical Inspector, State Construction Office (SCO), to schedule all required inspections including rough-in, above ceiling and final inspection for state owned projects. No work will be covered up until after the inspection has been completed and approved by an authorized SCO inspector. The electrical contractor is responsible for arranging inspections through the State Construction office (SCO), Consulting Services section. Scheduled electrical inspections with the SCO inspector shall be Monday through Friday unless specifically exempted and approved by SCO.
- E. Electrical contractor is responsible for notifying the local inspectors to schedule all required inspections including rough-in, above ceiling and final inspection for community college and county owned projects.

1.4 DOCUMENTATION

- A. All tests specified shall be completely documented indicating time of day, date, temperature and all pertinent test information.

- B. All required documentation of readings indicated shall be submitted to the engineer prior to, and as one of the prerequisites for, final acceptance of the project.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Equipment Installation: The complete electrical installation shall fully comply with all requirements of the regulations, laws, ordinances, the National Electrical Code, referenced Standards and other Codes applicable to this project. In addition, equipment shall be installed in accordance with the manufacturer's instructions as required by NEC 110.3 (B).
- C. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- D. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- E. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- F. Right of Way: Give to raceways and piping systems installed at a required slope.
- G. All conductors shall be contained in raceway.
- H. No raceways shall contain circuits of different voltages.
- I. Normal power and stand-by or emergency power conductors shall not be contained within the same raceway, boxes, cabinets or enclosures without proper metallic barrier separation.
- J. Low-voltage power conductors/cables and line voltage power conductors/cables shall not be contained within the same raceway, boxes, cabinets or enclosures without proper metallic barrier separation.
- K. Where electrical wiring is required by trades other than covered by Division 26, the installer shall refer to the wiring materials and methods as specified under Division 26. No exceptions.
- L. Demolition for Remodeling:
 - 1. Abandoned conduit/boxes shall have all electrical wiring removed completely and not just made "safe".
 - 2. Conduit/boxes shall be removed where practical without creating additional demolition/restitution work for other trades.

3. Where existing conduit, junction boxes, supports, etc. are removed as indicated on the plans, the Contractor shall be responsible for repairing, patching, painting, etc. the portion of the wall and / or ceiling affected by the removed equipment. The wall and / or ceilings shall be finished in a neat and workmanlike manner, shall match existing adjacent finishes, and are subject to review and acceptable by the Owner and Engineer. Treat all concrete and hollow masonry wall units with block filler. Gypsum board walls shall be cut neatly, patched with appropriate tape and / or compound, sealed, sanded and finished. Finish paint corner to corner with two coats of paint to match existing. Refer to Architectural plans and specifications for additional requirements.

END OF SECTION 260500

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Building wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

A. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.

B. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN-2-THWN-2, Type XHHW-2 and Type SO.

C. VFC Cable:

1. Comply with UL 1277, UL 1685, and NFPA 70 for Type TC-ER cable.
2. Type TC-ER with oversized crosslinked polyethylene insulation, spiral-wrapped foil plus 85 percent coverage braided shields and insulated full-size ground wire and sunlight- and oil-resistant outer PVC jacket.
3. Comply with UL requirements for cables in direct burial and Classes I and II, Division 2 hazardous location applications.

D. All wire and cable shall be listed by an “approved” third-party testing agency. Third-party testing agencies shall be amongst those accredited by the NCBCC (North Carolina Building Code Council) to Label Electrical & Mechanical Equipment.

2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an “approved” third-party testing agency. Third-party testing agencies shall be amongst those accredited by the NCBCC (North Carolina Building Code Council) to Label Electrical & Mechanical Equipment.
- B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

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

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type XHHW-2, single conductors in raceway.
- B. Exposed Feeders: Type XHHW-2, single conductors in raceway.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN-2-THWN-2, single conductors in raceway.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-2-THWN-2, single conductors in raceway.
- E. Feeders Installed below Raised Flooring: Type THHN-2-THWN-2, single conductors in raceway.
- F. Exposed Branch Circuits, Including in Crawlspace: Type THHN-2-THWN-2, single conductors in raceway.
- G. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-2-THWN-2, single conductors in raceway.
- H. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-2-THWN-2, single conductors in raceway.

- I. Branch Circuits Installed below Raised Flooring: Type THHN-2-THWN-2, single conductors in raceway.
- J. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, and strain relief device at terminations to suit application.
- K. VFC Output Circuits: Type XHHW-2 in metal conduit.
- L. Class 1 Control Circuits: Type THHN-THWN, in raceway.
- M. Class 2 Control Circuits: Type THHN-THWN, in raceway.
- N. Power and lighting circuits #10 AWG and smaller shall have solid copper conductors. Conductor sizes #8 AWG and larger shall have Class B stranded copper conductors.
- O. Power and lighting circuits minimum conductor size shall be #12 AWG and maximum conductor size allowed shall be 500Kcmil.
- P. Fire alarm and control wiring shall have stranded copper conductors.
- Q. Full size neutral conductor shall be provided for each service panel and sub-panel.
- R. Minimum of full size individual neutral wire shall be provided for each circuit as indicated in the panel schedules. No neutrals for any circuits shall be shared.
- S. Aluminum conductors are not allowed.
- T. All wire and cable shall be installed within raceway.
- U. In special cases, type “AC” and type “MC” cables are permitted provided the State Construction Office has approved the application. Upon consultation with the State Construction Office, Review Section, the use of type “MC” Cable is approved. The MC: 1) shall not exceed 6 feet in length, 2) shall be minimum ½-inch diameter trade size, 3) conductors shall be provided with minimum #12 AWG solid copper rated at 600 Volts and 4) shall contain #12 AWG separate green ground wire.
- V. The insulation type for interior wiring shall be dual-rated THHN/THWN or XHHW.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Where the conductor length from the panel to the first outlet on a 277-volt circuit exceeds 125 feet, the branch circuit conductors from the panel to the first outlet shall not be smaller than #10 AWG.
- B. Where the conductor length from the panel to the first outlet on a 120-volt circuit exceeds 50 feet, the branch circuit conductors from the panel to the first outlet shall not be smaller than #10 AWG.
- C. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

- D. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- E. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- F. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- G. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- H. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B. A calibrated torque tool shall be used to meet the required torque values in accordance with NEC Article 110.14(D).
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than un-spliced conductors.
 - 1. Use oxide inhibitor in each splice.
 - 2. "Sta-kon" or other permanent type crimp connector shall not be used for branch circuit connections.
 - 3. Joints in stranded conductors shall be spliced by approved mechanical connectors and gum rubber tape or friction tape. Solder-less mechanical connectors for splices and taps, provided with UL approved insulating covers, may be used instead of mechanical connectors plus tape.
 - 4. Conductors, in all cases, shall be continuous from outlet to outlet and no splicing shall be made except within outlet or junction boxes, troughs and gutters.
 - 5. Joints in solid conductors shall be spliced using Ideal "wrenuts", 3M Company "Scotchlock" or T&B connectors in junction boxes, outlet boxes and lighting fixtures.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.
- C. The secondary service, feeders and branch circuits shall be color coded as follows:
 - 1. Phase "A" = Black for 208/120V
 - 2. Phase "B" = Red for 208/120V
 - 3. Phase "C" = Blue for 208/120V
 - 4. Neutral = White for 208/120V
 - 5. Ground = Green for 208/120V

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."
- B. Install to seal underground exterior-wall penetrations.
- C. Use type and number of sealing elements as recommended by the manufacturer for cable material and size. Position cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
- A. Tests and Inspections:
 - 1. Prior to energizing feeders and sub-feeders, cables shall be tested for electric continuity and short circuits. A copy of these tests shall be sent to the engineer of record.
 - 2. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in cables and conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner.
 - a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
 - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

- c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- d. All current carrying phase conductors and neutrals shall be tested as installed, and before connections are made, for insulation resistance and accidental grounds. This shall be done with a 500-volt cable insulation tester. The procedures listed below shall be followed:
 - 1) The minimum acceptable cable insulation tester readings for cables shall be one million (1,000,000) or more ohms for #6 AWG wire and smaller, 250,000 ohms or more for #4 AWG wire or larger, between conductors and between conductors and the ground conductor.
 - 2) After all fixtures, devices and equipment are installed and all connections completed to each panel, the contractor shall disconnect the neutral feeder conductor from the neutral bar and take a cable insulation tester reading between the neutral bar and the grounded enclosure. If this reading is less than 250,000 ohms, the contractor shall disconnect the branch circuit neutral wires from the neutral bar. The contractor shall then test each one separately to the panel until the low readings are found. The contractor shall correct troubles, reconnect and retest until at least 250,000 ohms from the neutral bar to the grounded panel can be achieved with only the neutral feeder disconnected.
 - 3) At final inspection, the contractor shall furnish a cable insulation tester and show the engineers and State Construction Office representatives that the panels comply with the above requirements. The contractor shall also furnish a hook-on type ammeter and voltmeter to take current and voltage readings as directed by the representatives.

B. Test Reports: Prepare a written report to record the following:

- 1. Test procedures used.
- 2. Test results that comply with requirements.
- 3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

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

D. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Burndy; Part of Hubbell Electrical Systems.
 - 2. ERICO International Corporation.
 - 3. ILSCO.
 - 4. O-Z/Gedney; A Brand of the EGS Electrical Group.
 - 5. Siemens Power Transmission & Distribution, Inc.

2.2 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an “approved” third-party testing agency. Third-party testing agencies shall be amongst those accredited by the NCBCC (North Carolina Building Code Council) to Label Electrical & Mechanical Equipment.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.3 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Grounding conductors, where insulated, shall be colored solid green. Conductors intended as neutral shall be colored solid white on 120/208 volt circuits.
- C. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.
2. Stranded Conductors: ASTM B 8.
3. Tinned Conductors: ASTM B 33.
4. Bonding Cable: 28 kmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper, bolted pressure-type, with at least two bolts.
 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.5 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel, 3/4 inch in diameter by 10 feet in length.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare copper conductor, 3/0 AWG minimum.
 1. Bury at least 30 inches below grade.
- C. Conductor Terminations and Connections:
 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 2. Underground Connections: Exothermic weld connectors unless otherwise indicated.
 3. Connections to Ground Rods at Test Wells: Exothermic weld connectors.
 4. Connections to Structural Steel: Exothermic weld connectors.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Single-phase motor and appliance branch circuits.
 - 5. Three-phase motor and appliance branch circuits.
- C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- D. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.
- E. Signal and Communication Equipment: For telephone, alarm, voice and data, and other communication equipment, provide No. 4 AWG minimum insulated grounding conductor in raceway from grounding electrode system to each service location, terminal cabinet, wiring closet, and central equipment location.
 - 1. Service and Central Equipment Locations and Wiring Closets: Terminate grounding conductor on a 1/4-by-2-by-12-inch grounding bus.
 - 2. Terminal Cabinets: Terminate grounding conductor on cabinet grounding terminal.

3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- C. Grounding and Bonding for Piping:

1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector. Bonding of piping systems and exposed structural metal shall be provided in compliance with the requirements of NFPA 70 (NEC) article 250.104. Contractor shall provide all materials and labor as required to ensure that all new piping systems and exposed structural metal is properly bonded to comply with NFPA 70 (NEC) article 250.104.
 3. Bonding of all gas piping shall be provided in compliance with NFPA 70 (NEC) article 250.104(B). Contractor shall provide all materials and labor as required to ensure that all new gas piping is properly bonded to comply with NFPA 70 (NEC) article 250.104.
 4. Make sure to clean all piping prior to installation of clamp connection. Make sure all connections are tight to piping and coat with an exterior rated sealing compound to encapsulate grounding connection to prevent any future corrosion.
- D. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install bonding jumper to bond across flexible duct connections to achieve continuity.
- E. Raceway Systems:
1. The raceway system shall not be relied on for ground continuity. A green grounding conductor, properly sized per NEC Table 250-122, shall be run in all raceways except for telecommunications, data and audio systems.
 2. Boxes with concentric, eccentric or over-sized knockouts shall be provided with bonding bushings and jumpers. The jumper shall be sized per NEC Table 250-122 and lugged to the box.
 3. EMT terminations and couplings shall be made steel-plated hexagonal compression connectors. No pot metal, set-screw or indented type fittings shall be utilized.
 4. IMC and GRC shall terminate with either a double locknut/bushing set, or in a threaded hub.

3.4 FIELD QUALITY CONTROL

- A. Perform tests and inspections as indicated below. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
- B. Excessive Ground Resistance: Where test show resistance to ground is over 25 ohms, appropriate action should be taken to reduce the resistance to 25 ohms or less, by driving additional ground rods. The compliance should be demonstrated by retesting.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Hangers and supports for electrical equipment and systems.
2. Construction requirements for concrete bases.

1.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.3 ACTION SUBMITTALS

- A. Product Data: For steel slotted support systems.
- B. Shop Drawings. Show fabrication and installation details and include calculations for the following:
1. Trapeze hangers. Include Product Data for components.
 2. Steel slotted channel systems. Include Product Data for components.
 3. Equipment supports.

1.4 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

1.5 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Atkore International.
 - g. Wesanco, Inc.
 - 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 - 4. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 - 5. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
2. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
3. Through Bolts: Structural type, hex head and high strength. Comply with ASTM A 325.
4. Toggle Bolts: All-steel springhead type.
5. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC at a minimum distance of 8'-0" on center. Minimum rod size shall be 1/4 inch in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.
- E. Provide support spacing per NEC Article 350.30 for LFMC type conduits.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 1. To Wood: Fasten with lag screws or through bolts rated for use on wood surfaces.

2. To New Concrete: Bolt to concrete inserts.
 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 4. To Existing Concrete: Expansion anchor fasteners.
 5. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts, Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69 or Spring-tension clamps.
 6. To Light Steel: Sheet metal screws or bolts.
 7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.
 8. Power actuated fasteners are not allowed.
- E. Raceway installed on interior of exterior building walls shall be spaced off the wall surface a minimum of 1/4 inch using "clamp backs" or strut.

3.3 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 minimum dry film thickness of 2.0 mils.
- B. Touchup: Comply with requirements in Section 099113 "Exterior Painting", Section 099123 "Interior Painting" and Section 099600 "High Performance Coatings for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal conduits, tubing, and fittings.
2. Boxes, enclosures, and cabinets.

1.2 ACTION SUBMITTALS

- A. Product Data: For all raceways, wireways, fittings, floor boxes, enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
1. Structural members in paths of conduit groups with common supports.
 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by an “approved” third-party testing agency, and marked for intended location and application. Third-party testing agencies shall be amongst those accredited by the NCBCC (North Carolina Building Code Council) to Label Electrical & Mechanical Equipment.
- B. GRC: Comply with ANSI C80.1 and UL 6.
- C. IMC: Comply with ANSI C80.6 and UL 1242.
- D. EMT: Comply with ANSI C80.3 and UL 797.
- E. FMC: Comply with UL 1; zinc-coated steel. Conduit shall be installed per NEC and provided with a ground conductor.

- F. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360. Conduit shall be installed per NEC and provided with a ground conductor.
- G. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 - 2. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Compression.
- H. Joint Compound for IMC or GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
 - 1. Stamped steel boxes with knockouts are not acceptable for surface mounting in areas that are not conditioned and/or are open to the environmental elements.
- C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- D. Nonmetallic Outlet and Device Boxes: Not permitted.
- E. Metal Floor Boxes:
 - 1. Refer to plans for specific information related to floor box types.
 - 2. Material: Cast metal or sheet metal. Where shown installed in slab on grade, floor boxes shall be cast iron or of a construction / listing specifically identified for use in slab on grade applications.
 - 3. Type: Fully adjustable.
 - 4. Shape: Refer to plans.
 - 5. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- F. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.
- G. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

- H. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, galvanized, cast iron with gasketed cover.
- I. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- J. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.
 - 1. For telecommunications outlet boxes, provide 4-11/16 inches square by 2-1/8 inches deep boxes unless otherwise noted.
- K. Gangable boxes are not permitted.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed Conduit: GRC.
 - 2. Concealed Conduit, Aboveground: GRC.
 - 3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 - 4. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated.
 - 1. Exposed, Not Subject to Physical Damage: EMT.
 - 2. Exposed, Not Subject to Severe Physical Damage: EMT.
 - 3. Exposed and Subject to Severe Physical Damage: GRC.
 - 4. Raceway provided in the following locations shall be GRC unless otherwise noted:
 - a. Mechanical rooms.
 - 1) In mechanical rooms, GRC is required for all conduit installed 10'-0" AFF or lower. EMT is permitted where installed above 10'-0" AFF.
 - 5. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 - a. RNC, Type EPC-40-PVC shall not be permitted exposed or concealed in gypsum walls but shall be used where concealed within CMU walls.
 - 6. Connection to Vibrating Equipment: FMC, except use LFMC in damp or wet locations.
 - 7. Damp or Wet Locations: GRC.
 - 8. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.
 - a. Provide cast type outlet boxes in unfinished spaces where devices are surface mounted.

- b. Where exposed and surface mounted below 8'-0" AFF; provide boxes with rounded corners (e.g. handy boxes or similar).
- C. Minimum Raceway Size: 3/4-inch trade size unless otherwise noted.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 - 2. EMT: Use steel plated hexagonal compression fittings / couplings. Comply with NEMA FB 2.10. Pot metal, set screw, or indented type fittings / couplings are not permitted.
 - 3. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Application Definitions:
 - 1. Damp Locations: Those locations that are normally or periodically subject to condensation of moisture in, on, or adjacent to the electrical components / raceway system.
 - 2. Wet Locations: Those locations in which water or other liquids may drip, splash, or flow against the electrical components / raceway system.
- F. Aluminum conduit, boxes, or fittings are not permitted.
- G. Install surface raceways only where indicated on Drawings.

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NFPA 70 limitations for additional requirements associated with types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- D. Complete raceway installation prior to starting conductor installation.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
 - 1. Conduit infrastructure serving telecommunication systems shall be limited to no more than the equivalent of two 90-degree bends in any conduit run between pull points.

- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches of enclosures to which attached.
- I. Conduit, exposed and concealed (except “in-slab”), shall be neatly installed parallel to, or at right angles to beams, walls and floors of building.
- J. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT, IMC, or RMC for raceways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- K. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- L. For installation of GRC and IMC, provide galvanizing compound to exposed threads immediately after raceway / fitting joints are made up to protect against rust and corrosion. Where this is not done and rusting or corrosion occurs, the Contractor shall be responsible for replacing that portion of conduit with new.
- M. Raceway Terminations:
 - 1. Terminate threaded GRC and IMC conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts.
 - 2. Install insulated throat metal grounding bushings on service conduits. Where concentric, eccentric, or over-sized knockouts are encountered, a grounding-type insulated bushing shall be provided.
 - a. Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
 - 3. All conduit connectors / fittings shall be provided with insulated throat.
- N. Install pull wires in all empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- O. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Locate seals so no fittings or boxes are between the seal and the following changes of environments. **Seal the interior of all raceways at the following points:**
 - 1. Where conduits pass from conditioned and non-conditioned spaces.
 - 2. Where otherwise required by NFPA 70.

- P. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semi-recessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations.
- Q. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- R. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a rain-tight connection between the boxes and cover plate or the supported equipment and box.
- S. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- T. Locate boxes so that cover or plate will not span different building finishes.
- U. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- V. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- W. Set metal floor boxes level and flush with finished floor surface.
- X. All outlet boxes, junction boxes, and pull boxes shall have their covers and exterior visible surfaces painted with colors to match the surface color scheme as defined in Section 260553 "Identification for Electrical Systems."
 - 1. Factory painted conduit is permitted and where provided shall match the color scheme as defined in Section 260553 "Identification for Electrical Systems."
- Y. EMT may be utilized as permitted by the NEC, with the following restrictions, unless otherwise specified herein. EMT conduit, couplings, elbows and fittings shall not be installed:
 - 1. Any location outdoors, in direct contact with earth, or underground (in/below slab-on grade or in earth).
 - 2. Indoors in wet or damp locations, or in concrete, cinderblocks or bricks.
 - 3. Where exposed to severe corrosive influence and/or severe physical damage.
 - 4. Encased in concrete.
 - 5. For transition between EMT and rigid conduits, use junction box.
- Z. The raceway system shall not be relied on for grounding continuity. See specification section 260526 "Grounding and Bonding for Electrical Systems".
- AA. EMT conduit provided below roof deck shall be installed 1-1/2 inches away from the deck to allow for roofing screws not to penetrate the EMT conduit during reroofing.

- BB. Conduits, junction boxes, wireways, enclosures etc. when installed outside on exterior walls, shall be mounted 1 inch off the wall.
- CC. The use of "LB's" / conduit fittings shall be limited where possible. Where necessary to use "LB's" sized larger than 2 inches, large volume / mogul units shall be installed. Contractor shall confirm locations where used with Engineer prior to rough-in.
- DD. Conduit couplings for IMC, GRC and PVC shall be in accordance with the NEC.

3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

END OF SECTION 260533

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SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
2. Sleeve-seal systems.
3. Sleeve-seal fittings.
4. Grout.
5. Silicone sealants.

1.2 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 SLEEVES

A. Wall Sleeves:

1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
2. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.

- B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

C. Sleeves for Rectangular Openings:

1. Material: Galvanized sheet steel.
2. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches and with no side larger than 16 inches, thickness shall be 0.052 inch.
 - b. For sleeve cross-section rectangle perimeter 50 inches or more and one or more sides larger than 16 inches, thickness shall be 0.138 inch.

2.2 SLEEVE-SEAL SYSTEMS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Advance Products & Systems, Inc.
 - b. CALPICO, Inc.
 - c. Metraflex Company (The).
 - d. Pipeline Seal and Insulator, Inc.
 - e. Proco Products, Inc.
 - 2. Sealing Elements: EPDM rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 - 3. Pressure Plates: Carbon steel.
 - 4. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, Stainless steel of length required to secure pressure plates to sealing elements.

2.3 SLEEVE-SEAL FITTINGS

- A. Description: Manufactured plastic, sleeve-type, waterstop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber waterstop collar with center opening to match piping OD.

2.4 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi, 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

2.5 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.
 - 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.
 - 2. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

- B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1.
- B. Comply with NEMA VE 2 for cable tray and cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
 - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
 - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 079200 "Joint Sealants."
 - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
 - 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
 - 3. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.
 - 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
 - 5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches above finished floor level. Install sleeves during erection of floors.
- D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
 - 1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
 - 2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.
- E. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- F. Aboveground, Exterior-Wall Penetrations: Seal penetrations using [steel] [cast-iron] pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- G. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.3 SLEEVE-SEAL-FITTING INSTALLATION

- A. Install sleeve-seal fittings in new walls and slabs as they are constructed.
- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.
- C. Secure nailing flanges to concrete forms.
- D. Using grout, seal the space around outside of sleeve-seal fittings.

END OF SECTION 260544

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Identification for raceways.
2. Identification of power and control cables.
3. Identification for conductors.
4. Warning labels and signs.
5. Instruction signs.
6. Equipment identification labels.
7. Miscellaneous identification products.

1.2 ACTION SUBMITTALS

A. Product Data: For each electrical identification product indicated.

1.3 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

PART 2 - PRODUCTS

2.1 POWER RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
 1. For pipes with outside diameter of 3/4 inch to 1-1/4 inch:
 - a. Legend Size: 1/2" High
 - b. Marker Size: 8" Wide
 2. For pipes with outside diameter of 1-1/2 inch to 2-3/8 inch:
 - a. Legend Size: 3/4" High
 - b. Marker Size: 8" Wide

3. For pipes with outside diameter of 2-1/2 inch to 7-7/8 inch:
 - a. Legend Size: 1-1/4" High
 - b. Marker Size: 14" Wide

B. Colors for Raceways Carrying Circuits at 600 V or Less:

- a. Blue surface for 120/208 volt circuits.
- b. Bright red surface fire alarm system circuits/cabling.
- c. Dark red (burgundy) surface for security circuits/cabling.
- d. Orange surface for telephone systems circuits/cabling.
- e. Brown surface for data system cabling.
- f. Purple surface for TV systems cabling.

C. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

2.2 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

2.3 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tapes not less than 3 mils thick by 1 to 2 inches wide.

2.4 FLOOR MARKING TAPE

- A. 2-inch- wide, 5-mil pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.

2.5 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- C. Baked-Enamel Warning Signs:
 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.

2. 1/4-inch grommets in corners for mounting.
3. Nominal size, 7 by 10 inches.

D. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES"

2.6 EQUIPMENT IDENTIFICATION LABELS

A. Furnish install engraved laminated phenolic nameplates for all safety switches, panelboards, transformers, switchboards, motor control centers, lighting control panels, disconnect switches and other electrical equipment supplied for the project for identification. Nameplates shall be securely attached to equipment with self-tapping stainless steel screws; if the screw end is protected; otherwise "rivets" shall be used. Letters shall be approximately 1/2 inch high minimum. For elevated components, increase size of labels and letters to those appropriate for viewing from the floor. Embossed, self-adhesive plastic tape is not acceptable for marking equipment.

1. Nameplate colors shall be:

- a. Blue surface with white core for 120/208 volt equipment.
- b. Bright red surface with white core for all equipment related to fire alarm system.
- c. Dark red (burgundy) surface with white core for all equipment related to security.
- d. Orange surface with white core for all equipment related to telephone systems.
- e. Brown surface with white core for all equipment related to data systems.
- f. White surface with black core for all equipment related to paging systems.
- g. Purple surface with white core for all equipment related to TV systems.

B. On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, alarm systems, phase, voltage etc. Nameplates shall be securely attached to equipment with self-tapping stainless steel screws; if the screw end is projected; otherwise "rivets" shall be used and shall identify equipment controlled, attached, etc. Labels shall be color coded and text height shall be as outlined in the section above.

2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).

- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Apply identification devices to surfaces that require finish after completing finish work.
- C. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- D. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- E. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Install labels at 20-foot maximum intervals.
- B. All outlet boxes, junction boxes and pull boxes shall their covers and exterior visible surfaces painted with colors to match the surface color scheme outlined in section 2.8.A(1) of this specification section. This includes covers on boxes above lift-out and other type accessible ceilings. After paint had dried, the contents of the box shall be indicated with a permanent “black” marker on the outside of the cover. If box contains power, then the panel and circuitry # shall be indicated on the outside of the box. If box contains data, fire alarm, security, etc..., then the appropriate information shall be indicated so that the owner’s maintenance staff can identify the contents of the box without opening the box to investigate.
- C. All empty conduit runs and conduit with conductors for future use shall be identified for use and shall indicate where they terminate. Identification shall be by tags or string with wire attached to conduit or outlet.
- D. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
 - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder and branch-circuit conductors.

- a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- E. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- F. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.
- G. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
- 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- H. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

END OF SECTION 260553

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SECTION 260923 - LIGHTING CONTROL DEVICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Photoelectric switches.
 - 2. Indoor occupancy, switchbox-mounted occupancy and outdoor motion sensors.
- B. Related Requirements:
 - 1. Section 262726 "Wiring Devices" for wall-box dimmers, wall-switch occupancy sensors, and manual light switches.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product. Indicate voltage, wattage, coverage, recommended mounting height, wiring diagrams, & device color. Provide submittals for all necessary components.
- B. Occupancy sensor manufacturer shall provide scaled floor plan(s) indicating sensor placement as required providing complete coverage of each space indicated on the plans requiring occupancy sensor control. The manufacturer shall recommend proper technology, placement, and position of the sensors according to best practices of the manufacturer's product. Device locations shall be closely coordinated with other trades (HVAC, fire protection, etc.) to ensure manufacturer recommended separation is maintained between occupancy sensor devices and diffusers, sprinkler heads, etc.. The floor plan(s) shall include identifiers to clearly indicate each device's part number, technology (PIR, Ultrasonic, or Dual), mounting type, and height at a minimum.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data
 - 1. Operation and maintenance data shall be provided in accordance with Section C408.3.2 of the 2018 North Carolina Energy Conservation Code to include the following at a minimum:
 - a. Submittal data indicating all selected options for each piece of lighting equipment and lighting controls.

- b. Operation and maintenance manuals for each piece of lighting equipment. Required routine maintenance actions, cleaning and recommended relamping shall be clearly identified.
- c. A schedule for inspecting and recalibrating all lighting controls.
- d. A narrative of how each system is intended to operate, including recommended set points.

PART 2 - PRODUCTS

2.1 OUTDOOR PHOTOELECTRIC SWITCHES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper Industries, Inc.
 - 2. Watt Stopper (The)
 - 3. NSi Industries LLC; TORK Products.
 - 4. Square D; Schneider Electric
 - 5. Lithonia lighting; Acuity Brands
- B. Description: Solid state, with SPST dry contacts rated for 1800 VA, to operate connected load, complying with UL 773.
 - 1. Listed and labeled as defined in NFPA 70, by an “approved” third-party testing agency, and marked for intended location and application. Third-party testing agencies shall be amongst those accredited by the NCBCC (North Carolina Building Code Council) to Label Electrical & Mechanical Equipment.
 - 2. Light-Level Monitoring Range: 1.5 to 10 fc (16.14 to 108 lux), with an adjustment for turn-on and turn-off levels within that range.
 - 3. Time Delay: Thirty-second minimum, to prevent false operation.
 - 4. Lightning Arrester: Air-gap type.
 - 5. Mounting: Twist lock complying with NEMA C136.10, with base.
- C. Outdoor photoelectric switch shown on the Contract Drawings to be tied into the Lighting Control Panel shall be provided by the Lighting Control Panel supplier as noted in specification 260943.23 “Relay-Based Lighting Controls”.

2.2 INDOOR OCCUPANCY SENSORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper Industries, Inc.
 - 2. Hubbell Building Automation, Inc.
 - 3. Leviton Manufacturing Co., Inc.
 - 4. Acuity Brands Lighting, Inc.
 - 5. Lutron Electronics Co., Inc.
 - 6. Wattstopper; Legrand

- B. The use of occupancy sensors are not permitted for the interior egress and exit lighting.
- C. General Requirements for Low-Voltage Sensors: Wall- or ceiling-mounted, solid-state indoor occupancy sensors with a separate power pack.
 - 1. Listed and labeled as defined in NFPA 70, by an “approved” third-party testing agency, and marked for intended location and application. Third-party testing agencies shall be amongst those accredited by the NCBCC (North Carolina Building Code Council) to Label Electrical & Mechanical Equipment.
 - 2. Operation: Unless otherwise indicated, turn lights on when coverage area is occupied, and turn them off when unoccupied; with a time delay for turning lights off, adjustable over a minimum range of 1 to 30 minutes.
 - 3. Sensor Output: Contacts rated to operate the connected relay, complying with UL 773A. Sensor is powered from the power pack.
 - 4. Power Pack: Dry contacts rated for 20-A ballast load at 120- and 277-V ac, for 13-A tungsten at 120-V ac, and for 1 hp at 120-V ac. Sensor has 24-V dc, 150-mA, Class 2 power source, as defined by NFPA 70.
 - 5. Mounting:
 - a. Sensor: Suitable for mounting in any position on a standard outlet box.
 - b. Relay: Externally mounted through a 1/2-inch knockout in a standard electrical enclosure.
 - c. Time-Delay and Sensitivity Adjustments: Recessed and concealed behind hinged door.
 - 6. Indicator: LED, to show when motion is detected during testing and normal operation of sensor.
 - 7. Bypass Switch: Override the "on" function in case of sensor failure.
 - 8. Automatic Light-Level Sensor: Adjustable from 2 to 200 fc; turn lights off when selected lighting level is present.
- D. Dual-Technology Type: Ceiling mounted; detect occupants in coverage area using PIR and ultrasonic detection methods. The particular technology or combination of technologies that control on-off functions is selectable in the field by operating controls on unit.
 - 1. Sensitivity Adjustment: Separate for each sensing technology.
 - 2. Detector Sensitivity: Detect occurrences of 6-inch-minimum movement of any portion of a human body that presents a target of not less than 36 sq. in., and detect a person of average size and weight moving not less than 12 inches in either a horizontal or a vertical manner at an approximate speed of 12 inches/s.
 - 3. Detection Coverage (Standard Room): Detect occupancy anywhere within a circular area of 1000 sq. ft. when mounted on a 96-inch-high ceiling.

2.3 SWITCHBOX-MOUNTED OCCUPANCY SENSORS

- A. Manufacturers: Subject to compliance with requirements, provide products indicated on drawings or comparable product by one of the following manufacturers:

1. Bryant Electric.
2. Cooper Industries, Inc.
3. Hubbell Building Automation, Inc.
4. Leviton Manufacturing Co., Inc.
5. Lightolier Controls.
6. Lithonia Lighting; Acuity Brands Lighting, Inc.
7. Lutron Electronics Co., Inc.
8. NSi Industries LLC; TORK Products.
9. RAB Lighting.
10. Sensor Switch, Inc.
11. Square D.
12. Watt Stopper.

B. General Requirements for Sensors: Automatic-wall-switch occupancy sensor, suitable for mounting in a single gang switchbox.

1. Listed and labeled as defined in NFPA 70, by an "approved" third-party testing agency, and marked for intended location and application. Third-party testing agencies shall be amongst those accredited by the NCBC (North Carolina Building Code Council) to Label Electrical & Mechanical Equipment.
2. Operating Ambient Conditions: Dry interior conditions, 32 to 120 deg F (0 to 49 deg C).

C. Wall-Switch Sensor:

1. Standard Range: 180-degree field of view, field adjustable from 180 to 40 degrees; with a minimum coverage area of 2100 sq. ft.
2. Sensing Technology: Dual technology - PIR and ultrasonic.
3. Switch Type: SP, field selectable automatic "on," or manual "on" automatic "off."
4. Voltage: 120 V dual-technology type.
5. Ambient-Light Override: Concealed, field-adjustable, light-level sensor from 10 to 150 fc (108 to 1600 lux). The switch prevents the lights from turning on when the light level is higher than the set point of the sensor.
6. Concealed, field-adjustable, "off" time-delay selector at up to 30 minutes.
7. Concealed "off" time-delay selector at 30 seconds, and 5, 10, and 20 minutes.
8. Adaptive Technology: Self-adjusting circuitry detects and memorizes usage patterns of the space and helps eliminate false "off" switching.

2.4 CONDUCTORS AND CABLES

- A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- B. Classes 2 and 3 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 18 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- C. Class 1 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 14 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install and aim sensors in locations to achieve not less than 90 percent coverage of areas indicated. Do not exceed coverage limits specified in manufacturer's written instructions.
- B. Wiring Method: Comply with Section 260519 "Low-Voltage Electrical Power Conductors and Cables." Minimum conduit size is 1/2 inch (13 mm).
- C. Identify components and power and control wiring according to Section 260553 "Identification for Electrical Systems."

3.2 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. Operational Test: After installing time switches and sensors, and after electrical circuitry has been energized, start units to confirm proper unit operation.
 - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Lighting control devices will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 260923

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SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes distribution panelboards and lighting and appliance branch-circuit panelboards.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For each panelboard and related equipment.
 - 1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
 - 2. Detail enclosure types and details for types other than NEMA 250, Type 1.
 - 3. Detail bus configuration, current, and voltage ratings.
 - 4. Short-circuit current rating of panelboards and overcurrent protective devices.
 - 5. Include evidence of NRTL listing for series rating of installed devices.
 - 6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
 - 7. Include wiring diagrams for power, signal, and control wiring.
 - 8. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards.

1.3 INFORMATIONAL SUBMITTALS

- A. Seismic Qualification Certificates: Submit certification that panelboards, overcurrent protective devices, accessories, and components will withstand seismic forces defined in Section 260548.16 "Seismic Controls for Electrical Systems."
- B. Field quality-control reports.
- C. Panelboard schedules for installation in panelboards.

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 an "approved" third-party testing agency, and marked for intended location and application.

Third-party testing agencies shall be amongst those accredited by the NCBCC (North Carolina Building Code Council) to Label Electrical & Mechanical Equipment.

- B. Comply with NEMA PB 1.
- C. Comply with NFPA 70.

1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace transient voltage suppression devices that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: One (1) year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR PANELBOARDS

- A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Section 260548.16 "Seismic Controls for Electrical Systems."
- B. Enclosures: Flush and/or surface mounted cabinets as indicated on the plans.
 - 1. Rated for environmental conditions at installed location.
 - a. Indoor Dry and Clean Locations: NEMA 250, Type 1
 - 2. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.
 - 3. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.
 - 4. Directory Card: A (manufacturer provided) typed directory card shall be provided inside panelboard door, mounted in transparent card holder.
- C. Phase, Neutral, and Ground Buses: Copper
- D. Full size copper neutral bus shall be provided for all panels.
- E. Copper ground bus shall be provided for all panels.
- F. Conductor Connectors: Suitable for use with conductor material and sizes.
 - 1. Material: copper
 - 2. Main and Neutral Lugs: Compression type.
 - 3. Ground Lugs and Bus Configured Terminators: Compression type.
- G. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.

- H. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.
- I. The use of series rated breakers is not acceptable.
- J. Panelboards feeding electronic equipment shall be provided with a “full size” ground bus, a “full size” neutral bus, or 200% neutral bus and shall be fed with feeders having a “full size” or larger neutral. Branch circuits shall have individual neutrals, in other words, no sharing of the neutral between circuits is allowed.
- K. Maximum number of breakers in a panelboard shall not exceed 42 poles.

2.2 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 - 3. Siemens Energy & Automation, Inc.
 - 4. Square D; a brand of Schneider Electric.
- B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- C. Mains: As indicated on contract drawings.
- D. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- E. Panels 600Amp and less shall be provided with bolt-on breakers.
- F. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Receive, inspect, handle, store and install panelboards and accessories according to NEMA PB 1.1.
- B. Comply with mounting and anchoring requirements specified in Section 260548.16 "Seismic Controls for Electrical Systems."
- C. Mount top of trim 90 inches above finished floor unless otherwise indicated.
- D. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.

- E. Mount panelboard to building structural elements. Drywall anchors shall not be relied upon for mounting of equipment.
- F. Install overcurrent protective devices and controllers not already factory installed.
 - 1. Set field-adjustable, circuit-breaker trip ranges.
- G. Install filler plates in unused spaces.
- H. Stub four 1-inch empty conduits from panelboard into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch empty conduits into raised floor space or below slab not on grade.
- I. Arrange conductors in gutters into groups and bundle and wrap with wire ties.
- J. Comply with NECA 1.

3.2 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with Section 260553 "Identification for Electrical Systems."
 - 1. The number of the branch circuit shall be identified with permanent wire tag attached to the wire.
- B. Create a directory (utilizing the manufacturer's provided directory card) to indicate installed circuit loads and incorporating Owner's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; **handwritten directories are not acceptable.**
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems." Panelboards identified for use as service equipment shall be so labeled.
- D. Device Nameplates: Label each branch circuit device in distribution panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- E. Equipment labeling for the flash protection boundary and the incident energy shall be determined in accordance with IEEE 1584, NFPA 70E & NEC 110-16 requirements.

3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.

C. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

D. Panelboards will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action. Provide test and inspection reports to the Owner and Engineer of Record as part of project closeout documentation. Test and inspection reports shall be available for review / inspection by State Construction Office personnel prior to final acceptance of project.

END OF SECTION 262416

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SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Receptacles, receptacles with integral GFCI, and associated device plates.
2. Weather-resistant receptacles.
3. Snap switches and wall-box dimmers.
4. Communications outlets.

B. Related Requirements:

1. Section 260923 "Lighting Control Devices" for wall-switch occupancy sensors.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Receptacles for Owner-Furnished Equipment: Match plug configurations.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: List of legends and description of materials and process used for pre-marking wall plates.

1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers' Names: Provide products as indicated on drawings or comparable product from the following manufacturers:
 - 1. Cooper Wiring Devices; Division of Cooper Industries, Inc. (Cooper).
 - 2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
 - 3. Leviton Mfg. Company Inc. (Leviton).
 - 4. Pass & Seymour/Legrand (Pass & Seymour).
- B. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

2.3 STRAIGHT-BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.
- B. Duplex receptacles shall be of the grounding type, arranged for back and side wiring, with separate single or double grounding terminals. Receptacles shall be straight blade, rated 20A, 125 volt and face configuration shall conform to the NEMA Standard No. WE-1, NEMA WD-16, DSCC W-C596G and UL-498, and shall be "approved" third-party listed. Self-grounding or automatic type grounding receptacles are not acceptable in lieu of receptacles with separate grounding screw lugs and a direct, green insulated conductor connection to the equipment grounding system.
- C. Receptacles shall be industrial specification heavy duty grade, mounted vertically. Receptacles mounted over counters, back-splashes, etc., shall be mounted horizontally.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; 5351 (single), 5352 (duplex).
 - b. Hubbell; 5351 (single), 5352 (duplex).
 - c. Leviton; 5351 (single), 5352 (duplex).
 - d. Pass & Seymour; 5361 (single), 5362 (duplex).

2.4 GFCI RECEPTACLES

- A. General Description:

1. Straight blade, feed through type.
2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
3. Include self-test feature (automatically tests on regular intervals to ensure device is operating properly) and indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.
4. GFCI receptacles shall be rated minimum 20A (NEMA 5-20R configuration).

B. Duplex Tamper-Resistant Convenience Receptacles, 125 V, 20 A:

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; SGF20TR.
 - b. Hubbell; GFRST20TR.
 - c. Pass & Seymour; 2096TR.
 - d. Leviton; S7899TR.

C. Duplex GFCI Convenience Receptacles, 125 V, 20 A:

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; SGF20.
 - b. Hubbell; GFRST20.
 - c. Pass & Seymour; 2096.
 - d. Leviton; S7899.

2.5 TOGGLE SWITCHES

A. Comply with NEMA WD 1, UL 20, and FS W-S-896.

B. Toggle switches shall be single pole, three-way, or four-way as indicated on the drawings. Switches shall be of the grounding type, with hex-head grounding screw, rated 20A, 120/277 volt, A.C. only. Lighted handle switches shall have neon lights of the correct voltage rating where indicated on the drawings. All switches shall have quiet operating mechanisms without the use of mercury switches. All switches shall be listed by an “approved” third-party agency, approved for the voltage and amperage indicated.

C. Switches, 120/277 V, 20 A:

1. Products: Subject to compliance with requirements, provide one of the following:

Single Pole:

- 1) Cooper; AH1221.
- 2) Hubbell; HBL1221.
- 3) Leviton; 1221-2.
- 4) Pass & Seymour; CSB20AC1.

Three-Way:

- 1) Cooper; AH1223.
- 2) Hubbell; HBL1223.

- 3) Leviton; 1223-2.
- 4) Pass & Seymour; CSB20AC3.

2.6 WALL-BOX DIMMERS

- A. Control: Continuously adjustable slider; with single-pole or three-way switching. Comply with UL 1472.
- B. Coordinate dimmer switch components to form an integrated interconnection of compatible components. Match & provide components and interconnections for optimum performance of lighting control functions.

2.7 WALL PLATES

- A. Single and combination types shall match corresponding wiring devices.
 1. Plate-Securing Screws: Metal slotted head oval screws to match the finish and material of the plate and shall be furnished with the plate by the plate manufacturer. Quantity of 2% spare cover plates of each type shall be provided to the owner.
 2. Material for Finished Spaces: For flush mounted wiring devices and telephone outlets provide Type “302 stainless steel or nylon type, standard size, single or ganged as shown on the drawings.
 3. Material for Unfinished Spaces: Galvanized cast ferrous metal, standard size and shall be single or ganged as indicated on the drawings.
 4. Material for Wet or Damp Locations: Die-cast aluminum with spring-loaded lift cover, NEMA 250, complying with Type 3R, weather resistant with lockable cover and shall be “approved” third party listed as “rain-tight while in use”.

2.8 FINISHES

- A. Device Color:
 1. Wiring Devices Connected to Normal Power System: As selected by Architect unless otherwise indicated or required by NFPA 70 or device listing.
 2. Wiring Devices Connected to Emergency Power System: Red
 3. TVSS Devices: Blue.
- B. Wall Plate Color: For plastic covers, match device color.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.

B. Coordination with Other Trades:

1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
4. Install wiring devices after all wall preparation, including painting, is complete.

C. Conductors:

1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtailling existing conductors is permitted, provided the outlet box is large enough.

D. Device Installation:

1. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
2. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
3. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
4. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
5. Use a torque screwdriver when a torque is recommended or required by manufacturer.
6. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
7. Tighten unused terminal screws on the device.
8. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

E. The exit sign and egress lighting shall not be switched and shall remain on at all times.

F. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the right.

- G. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- H. Dimmers:
 - 1. Install dimmers within terms of their listing.
 - 2. Install unshared neutral conductors on line and load side of dimmers according to manufacturers' device listing conditions in the written instructions.
- I. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.
- J. Receptacles shall not be mounted back to back.

3.2 GFCI RECEPTACLES

- A. Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.
- B. GFCI receptacles shall be provided where installed to serve countertop.
- C. GFCI receptacles shall be provided where located within 6 feet of a sink.

3.3 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Test Instruments: Use instruments that comply with UL 1436.
 - 2. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- B. Tests for Convenience Receptacles:
 - 1. Line Voltage: Acceptable range is 105 to 132 V.
 - 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
 - 3. Ground Impedance: Values of up to 2 ohms are acceptable.
 - 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 - 5. Using the test plug, verify that the device and its outlet box are securely mounted.
 - 6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.
- C. Wiring device will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION 262726

SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Nonfusible switches.
 - 2. Enclosures.

1.2 DEFINITIONS

- A. NC: Normally closed.
- B. NO: Normally open.
- C. SPDT: Single pole, double throw.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated.
- B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Wiring Diagrams: For power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an “approved” third-party testing agency, and marked for intended location and application. Third-party testing agencies shall be amongst those accredited by the NCBCC (North Carolina Building Code Council) to Label Electrical & Mechanical Equipment.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR FUSIBLE AND NON-FUSIBLE SWITCHES

- A. Non-Fusible switches shall be the “heavy duty” type. **General duty switches are not acceptable.**
- B. Switches shall be third-party listed.
- C. Switches shall have defeatable door interlocks that prevent the door from opening when the operating handle is in the “on” position.
- D. Switches shall have handles whose positions are easily recognizable in the “on” or “off” position. For safety reasons, padlock shall be provided for switches located in the public areas.
- E. Switches shall have non-teasible, positive, quick make-quick break mechanisms.
- F. Switches shall be properly labeled. See specification 260553 Identification for Electrical Systems.

2.2 NONFUSIBLE SWITCHES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 - 3. Siemens Energy & Automation, Inc.
 - 4. Square D; a brand of Schneider Electric.
- B. Type HD, Heavy Duty, Single Throw, 600-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- C. Accessories:
 - 1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 - 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 - 3. Lugs: Suitable for number, size, and conductor material.

2.3 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.
 - 1. Indoor, Dry and Clean Locations: NEMA 250, Type 1
 - 2. Outdoor Locations: NEMA 250, Type 3R

3. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- B. Comply with NECA 1.

3.2 IDENTIFICATION

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems."
 1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
 2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Acceptance Testing Preparation:
 1. Test insulation resistance for each enclosed switch and circuit breaker, component, connecting supply, feeder, and control circuit.
 2. Test continuity of each circuit.
- C. Tests and Inspections:
 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
- D. Enclosed switches will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports, including a certified report that identifies enclosed switches and circuit breakers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262816

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SECTION 265100 – INTERIOR - EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior-Exterior solid-state luminaires that use LED technology.
2. Emergency LED power units.
3. Exit signs.

1.2 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color Rendering Index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. LED: Light-emitting diode.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Arrange in order of luminaire designation.
2. Include data on features, accessories, mounting, and finishes.
3. Include physical description and dimensions of luminaires.
4. Include emergency lighting accessories.
5. Include life, output (lumens, CCT, and CRI), and energy efficiency data.
6. Photometric data and adjustment factors based on laboratory tests, complying IES LM-79 and IES LM-80.
 - a. Manufacturers' Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.

B. Product Schedule: For luminaires and lamps. Use same designations as indicated on the Drawings.

C. Shop Drawings:

1. Provide details of nonstandard or custom lighting fixtures. Indicate dimensions, weights, methods of field assembly, components, features, and accessories.

D. Warranty Information: Submit warranty information indicating compliance with section 1.7 below and provide complete contact information (Company Name / Department Name / Point of Contact / Phone Number / Fax Number / Email) for all lighting fixture and lighting fixture component manufacturers that reflect the direct point of contact the Owner would notify in the event of a warranty issue.

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturer's laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
- B. Provide luminaires from a single manufacturer for each luminaire type.
- C. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.
- D. 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.
- E. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.
- F. Comply with NFPA 70.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

1.7 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
- A. LED Fixtures:
1. For integrally manufactured (i.e. not modular) products, a minimum ten (10) year "full" warranty to L70 is required to cover the fixture in its entirety including all drivers, LEDs, lighting arrays, etc.

2. For modular manufactured (i.e. separate LED elements and drives) products, a minimum ten (10) year warranty to L70 is required to cover the LED elements and a minimum five (5) year warranty to L70 to cover the driver.
- B. Exit Signs: The entire unit shall be warranted for five (5) years. Maximum LED failure rate shall be 25% within a seven (7) year period; otherwise, if exceeded, manufacturer shall replace the complete unit at no charge to the owner.
- C. Warranties noted above shall start from the date of project Final Acceptance.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide products by one of the following except as otherwise permitted on the Light Fixture Schedule:
 1. Acuity Brands
 2. Philips Lighting / Brands
 3. Hubbell Lighting / Brands
 4. Eaton Lighting / Brands

2.2 LED LUMINAIRE REQUIREMENTS

- A. Recessed Fixtures: Comply with NEMA LE 4.
- B. Bulb shape complying with ANSI C79.1.
- C. Lamp base complying with ANSI C81.61.
- D. CRI of minimum 80 unless otherwise noted.
- E. CCT of 4000 K unless otherwise indicated on the plans.
- F. Internal driver. Drive shall comply with requirements of NEMA 410 including in-rush requirements. Provide minimum 2.5kV surge suppression integral with the driver.
 1. Driver efficiency (at full load):
 - a. Minimum 85% for drivers serving loads 50 watts.
 - b. Minimum 80% for drivers serving loads less than 50 watts.
 2. Federal Communications Commission (FCC) compliance: FCC 47 Part 15 Non-Consumer limits for EMI/RFI emissions.
- G. Fixture shall comply with NEMA standards for “flicker”.
- H. 0.9 power factor of minimum.

- I. Sound: Class A not to exceed a measured value of 24dB.
- J. Maximum 20% Total Harmonic Distortion (THD), however; where 10% THD is available, fixtures shall be provided with maximum 10% THD.
- K. Luminaires shall be listed on the LED Lighting Facts website (www.lightingfacts.com), Energy Star website (www.energystar.gov), and the DesignLights Consortium website (www.designlights.org).
- L. Downlight fixtures provided for installation in hard ceilings shall be third-party listed and labeled as "Suitable for Access from Below". Fixtures provided that have junction boxes located such that the junction box / wires are not accessible via the fixture's aperture are not acceptable.
- M. Nominal Operating Voltage: As shown on plans.
- N. Exterior Light Fixtures: Comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction.
- O. Lighting controls devices shall be fully compatible with the light fixtures that they control. Contractor shall be responsible for coordinating final lighting control device and light fixture selection to ensure compatibility and proper operation is provided in accordance with the drawings and the specifications herein. Refer to Section 260923 "Lighting Control Devices" and Section 262726 "Wiring Devices" for additional requirements.
- P. Refer to Light Fixture Schedule on plans for additional requirements.

2.3 EMERGENCY LED POWER UNIT

- A. Products: Subject to compliance with requirements, provide products by one of the following:
 - 1. Dual-Lite
 - 2. Iota
 - 3. Bodine
- B. Internal Type: Self-contained, modular, battery-inverter unit, factory mounted within lighting fixture body and compatible with fixture driver. Comply with UL 924.
 - 1. Emergency Connection: Operate the fixture continuously at a minimum of 1/3 the normal lumen output of the fixture for a minimum of 90 minutes. Connect unswitched circuit to battery-inverter unit and switched circuit to fixture driver.
 - 2. Test Push Button and Indicator Light: Visible and accessible without opening fixture or entering ceiling space.
 - a. Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 - b. Indicator Light: LED indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
 - 3. Battery: Sealed, maintenance-free.

- a. Where egress fixtures containing battery back-up are shown on exterior of building and / or outdoors, battery back-up provided for those fixtures shall be cold-weather rated, suitable for operation at 0 deg F.
4. Charger: Fully automatic, solid-state, constant-current type with sealed power transfer relay.

2.4 EMERGENCY LIGHTING UNITS

- A. Products: Subject to compliance with requirements, provide products by one of the following except as otherwise permitted on the Light Fixture Schedule:
 1. Acuity Brands
 2. Philips Lighting / Brands
 3. Hubbell Lighting / Brands
 4. Eaton Lighting / Brands
- B. General Requirements for Emergency Lighting Units: Self-contained units complying with UL 924.
 1. Battery: Sealed, maintenance-free
 - a. Where egress fixtures containing battery back-up are shown on exterior of building and / or outdoors, battery back-up provided for those fixtures shall be cold-weather rated, suitable for operation at 0 deg F.
 2. Charger: Fully automatic, solid-state type with sealed transfer relay.
 3. Operation: Relay automatically turns lamp on when power-supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
 4. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 5. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.
 6. Wire Guard (where indicated): Heavy-chrome-plated wire guard to protect lamp heads or fixtures listed for use with the fixture.

2.5 EXIT SIGNS

- A. Products: Subject to compliance with requirements, provide products by one of the following except as otherwise permitted on the Light Fixture Schedule:
 1. Acuity Brands
 2. Philips Lighting / Brands
 3. Hubbell Lighting / Brands
 4. Eaton Lighting / Brands

- B. General Requirements for Exit Signs: Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.
- C. Internally Lighted Signs:
 - 1. Lamps for Normal/Emergency Operation: LEDs, 50,000 hours minimum rated lamp life, 5 watts or less. Maximum LED failure rate shall be 25% within a seven (7) year period; otherwise, if exceeded, manufacturer shall replace the complete unit at no charge to the owner.
 - 2. Provide integral automatic charger in a self-contained power pack for battery back-up:
 - a. Battery: Sealed, maintenance-free.
 - 1) Where exit signs containing battery back-up are shown on exterior of building and / or outdoors, battery back-up provided for those exit signs shall be cold-weather rated, suitable for operation at 0 deg F.
 - b. Charger: Fully automatic, solid-state type with sealed transfer relay.
 - c. Operation: Relay automatically energizes lamp from battery when circuit voltage drops to 80 percent of nominal voltage or below. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
 - d. Test Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 - e. LED Indicator Light: Indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at end of discharge cycle.

2.6 MATERIALS

- A. Metal Parts:
 - 1. Free of burrs and sharp corners and edges.
 - 2. Sheet metal components shall be steel unless otherwise indicated.
 - 3. Form and support to prevent warping and sagging.
- B. Steel:
 - 1. ASTM A36/A36M for carbon structural steel.
 - 2. ASTM A568/A568M for sheet steel.
- C. Stainless Steel:
 - 1. 1. Manufacturer's standard grade.
 - 2. 2. Manufacturer's standard type, ASTM A240/240M.
- D. Galvanized Steel: ASTM A653/A653M.
- E. Aluminum: ASTM B209.
- F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit access to internal components (e.g. lamps, ballasts,

drivers, LED arrays, etc.) without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during maintenance activities and when secured in operating position.

- G. Factory-Applied Labels: Comply with UL 8750 and 1598 as applicable. Locate labels where they will be readily visible to service personnel, but not seen from normal viewing angles.
 - 1. Label shall include the following characteristics at a minimum:
 - a. "USE ONLY" and include specific lamp type where applicable.
 - b. Lamp diameter, shape, size, wattage, and coating where applicable.
 - c. CCT and CRI for all luminaires.
- H. Reflecting surfaces shall have minimum reflectance as follows, unless otherwise indicated:
 - 1. White Surfaces: 85 percent.
 - 2. Specular Surfaces: 83 percent.
 - 3. Diffusing Specular Surfaces: 75 percent.
 - 4. Laminated Silver Metallized Film: 90 percent.
- I. Diffusers and Globes:
 - 1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
 - a. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.
 - b. UV stabilized.
 - 2. Glass: Annealed crystal glass unless otherwise indicated.
- J. Lenses and Refractors Gaskets for Exterior Fixtures: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in fixture doors.
- K. Exterior wall mounted fixtures shall be vandal resistant. Housing material shall be die case or extruded aluminum with all welds & fasteners concealed. All exposed hardware shall be stainless steel construction unless otherwise noted.
- L. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

2.7 LIGHTING FIXTURE SUPPORT COMPONENTS

- A. Comply with Section 260529 "Hangers and Supports for Electrical Systems."
- B. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as fixture.
- C. Twin-Stem Hangers: Two, 1/2-inch steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.

- D. Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated steel, 12 gage.
- E. Wires for Humid Spaces: ASTM A 580/A 580M, Composition 302 or 304, annealed stainless steel, 12 gage.
- F. Aircraft Cable Hangers: Stainless steel hardware and tool-less adjustable.
- G. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.
- H. Exterior wall mounted fixtures shall be securely mounted. Plastic anchors are not allowed.
- I. Mountings, Fasteners, and Appurtenances: Corrosion-resistant items compatible with support components.
 - 1. Materials: Shall not cause galvanic action at contact points.
 - 2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.
 - 3. Anchor-Bolt Template: Plywood or steel.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1.
- B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
- C. Do not share neutrals on any lighting circuits.
- D. Supports: Comply with NFPA 70 for minimum fixture supports.
 - 1. Sized and rated for luminaire weight.
 - 2. Able to maintain luminaire position after cleaning and relamping.
 - 3. Provide support for luminaire without causing deflection of ceiling or wall.
 - 4. Luminaire mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and vertical force of 400 percent of luminaire weight.
- E. Flush-Mounted Luminaire Support:
 - 1. Secured to outlet box.
 - 2. Attached to ceiling structural members at four points equally spaced around circumference of luminaire.
 - 3. Trim ring flush with finished surface.
 - 4. Refer to drawings for additional requirements.
- F. Suspended Lighting Fixture Support:
 - 1. Pendants and Rods: Where longer than 48 inches brace to limit swinging.
 - 2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.

3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.

G. Wall-Mounted Luminaire Support:

1. Attached to structural members in walls
2. Do not attach luminaires directly to gypsum board.

H. Ceiling-Grid-Mounted Luminaires:

1. Secure to any required outlet box.
2. Use approved devices and support components to connect luminaire to ceiling grid and building structure.
3. Where a recessed fixture replaces a section or part of a ceiling tile, fixture is to be supported at the two (2) opposite ends to the steel frame of the building. Supports shall be provided with the same type of wire as used to support the lay-in ceiling track, and shall be distinguished by color and tag. Attach end of the wire to one corner of the luminaire and the other end to the buildings structural system. The lay-in luminaire shall then be screwed to the main runners of the lay-in ceiling track at all four (4) corners using sheet metal screws. For fire rated suspended ceiling, luminaire shall be supported to the building structure as per the ceiling design criteria, luminaire shall then be screwed to the main runners of the suspended ceiling track at all four (4) corners using sheet metal screws.
4. Refer to drawings for additional requirements.

I. Exit signs shall not be switched and shall remain on at all times.

J. Adjust aimable lighting fixtures to provide required light intensities.

K. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

3.2 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.3 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to emergency power and retransfer to normal.

B. Luminaire will be considered defective if it does not pass operation tests and inspections.

- C. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

END OF SECTION 265100

SECTION 283111 - DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fire-alarm control unit.
2. Manual fire-alarm boxes.
3. System smoke detectors.
4. Non-system smoke detectors.
5. Heat detectors.
6. Notification appliances.
7. Remote annunciator.
8. Addressable interface device.
9. Digital alarm communicator transmitter.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product, including furnished options and accessories.

B. Shop Drawings: For fire-alarm system.

1. Comply with recommendations and requirements in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
2. Include plans, elevations, sections, details, and attachments to other work.
3. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and locations. Indicate conductor sizes, indicate termination locations and requirements, and distinguish between factory and field wiring.
4. Detail assembly and support requirements.
5. Include voltage drop calculations for each notification-appliance circuit. In no case shall the calculated voltage at any notification appliance fall below the minimum listed operating voltage for the devices used.
6. Include battery-size calculations. Use manufacturer's battery discharge curve to determine expected battery voltage after 60/24 hours of providing standby power. Then use calculated Notification Appliance Circuit current draw in the alarm mode to determine expected voltage drop at End of the Line Resistor (EOL), based on conductor resistance per manufacturer's data sheet or NEC. The voltage drop at EOL shall not exceed 14% of the expected battery voltage, after the required standby time plus alarm time. Determine "worst case: voltage at far end of each NAC, by subtracting its calculated voltage drop from the expected battery voltage. The result must be no less than the minimum listed operating voltage for the alarm notification appliances used.
 - a. All calculation must be placed on a dedicated sheet of as-built drawings, for future reference by fire alarm service technicians. NAC voltage drop is to be verified during system tests.

7. Include input/output matrix.
 8. Include statement from manufacturer that all equipment and components have been tested as a system and meet all requirements in this Specification and in NFPA 72.
 9. Include performance parameters and installation details for each detector.
 10. Verify that each duct detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
 11. Include plans, sections, and elevations of heating, ventilating, and air-conditioning ducts, drawn to scale; coordinate location of duct smoke detectors and access to them.
 - a. Show critical dimensions that relate to placement and support of sampling tubes, detector housing, and remote status and alarm indicators.
 - b. Show field wiring required for HVAC unit shutdown on alarm.
 - c. Locate detectors according to manufacturer's written recommendations.
 12. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits and point-to-point wiring diagrams.
 13. Include mA draw for each device submitted and the listed minimum voltage required to operate. Panel submittal shall list voltage drop allowed for panel and for individual NAC circuits.
 14. Installation Instructions: The contractor shall submit to the engineer of record the Manufacturer's detailed installation instruction for the Fire Alarm Control Panel and all duct mounted smoke detectors, flow switches, tamper switches, supervisory switches, and similar items with require mechanical installation.
- C. General Submittal Requirements: Submittals shall demonstrate compliance with technical requirements by reference to each subsection of this project specification.
1. Engineer's approval (with or without corrections) of contractors shop drawings, samples, cut sheets, etc..., is for general conformance with the contract documents and design concept. It shall not relieve the contractor of responsibility for full compliance with the project plans and specifications, Except for any specific non-compliant features for which the engineer gives written authorization.
 2. Submit complete shop drawings to the engineer for review, prior to performing any work. These submittals shall clearly demonstrate compliance with the plans and specifications, which have a System Response Matrix showing the fire alarm systems actions (outputs) required for each type of alarm, supervisory and trouble signal. Any non-compliant features must be fully described.
 3. Shop drawings shall show equipment, device identification numbers and locations, and connecting wiring of entire fire alarm system. Include wiring and riser diagrams. Wiring diagrams shall be based on the project floor plans, with devices and proposed conduit routing. The conductor composition for each conduit section shall be provided. The distance and route for each NAC (Notification Appliance Circuit) shall be shown. Riser diagrams shall show consecutive connections for all devices with addresses and candela ratings.
 4. Shop Drawings shall be prepared by persons with the following qualifications:
 - a. Trained and certified by manufacturer in fire-alarm system design.
 - b. NICET-certified, fire-alarm technician; Level III minimum.
 - c. Licensed or certified by authorities having jurisdiction.

- D. Delegated-Design Submittal: For notification appliances and smoke and heat detectors, in addition to submittals listed above, indicate compliance with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - 1. Drawings showing the location of each notification appliance and smoke and heat detector, ratings of each, and installation details as needed to comply with listing conditions of the device.
 - 2. Design Calculations: Calculate requirements for selecting the spacing and sensitivity of detection, complying with NFPA 72. Calculate spacing and intensities for strobe signals and sound-pressure levels for audible appliances.
 - 3. Indicate audible appliances required to produce square wave signal per NFPA 72.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer. The fire alarm submittal will not be approved without this information. Refer to section 1.5(A) Installer Qualifications below for required information to be included within shop drawing submittals.
- B. Field quality-control reports.
- C. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For fire-alarm systems and components to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 - a. Comply with the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
 - b. Provide "Fire Alarm and Emergency Communications System Record of Completion Documents" according to the "Completion Documents" Article in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
 - c. Complete wiring diagrams showing connections between all devices and equipment.
 - d. Riser diagram.
 - e. Record copy of site-specific software.
 - f. Maintenance Data: The contractor shall submit maintenance data and parts list for each type of fire alarm equipment installed, including furnished specialties and accessories. Include this data, product data and shop drawings in maintenance manual.
 - g. Provide "Inspection and Testing Form" according to the "Inspection, Testing and Maintenance" chapter in NFPA 72, and include the following:
 - 1) Equipment tested.
 - 2) Frequency of testing of installed components.

- 3) Frequency of inspection of installed components.
- 4) Requirements and recommendations related to results of maintenance.
- 5) Manufacturer's user training manuals.

- h. Manufacturer's required maintenance related to system warranty requirements.
- i. Abbreviated operating instructions for mounting at fire-alarm control unit and each annunciator unit.

B. Software and Firmware Operational Documentation:

1. Software operating and upgrade manuals.
2. Program Software Backup: On magnetic media or compact disk, complete with data files.
3. Device address list.
4. Printout of software application and graphic screens.

1.5 QUALITY ASSURANCE

A. Installer Qualifications:

1. The technicians shall be trained and individually certified by the manufacturer, for the FACP model/series being installed.
2. The technicians training and certification must have occurred within most recent 24 months, except that a NICET Level III certification will extend this to 36 months.
3. Copies of the certifications must be part of the "Shop Drawing" submittal to the designers, prior to installation. The fire alarm submittal will not be approved without this information.
4. Installation shall be by personnel certified by NICET as fire-alarm Level III technician.

B. NFPA Certification: Obtain certification according to NFPA 72 by an "approved" third-party testing agency. Third-party testing agencies shall be amongst those accredited by the NCBCC (North Carolina Building Code Council) to Label Electrical & Mechanical Equipment.

C. Manufacturer Qualifications:

1. Only firms that are regularly engaged in manufacture of fire alarm systems of types, sizes, and electrical characteristics required and whose products are listed and labeled, that specialize in performing work and making final terminations will be approved for this project.
2. Minimum of **5 years** documented experience installing fire detection and alarm systems similar in size and scope of project.
3. Products of firms that do not maintain factory authorized service organization and spare parts stock are not acceptable for use on this project.

D. The fire alarm system shall comply with applicable provisions of the NC Building Code, NFPA 70 – National Electrical Code (NEC) and NFPA 72 – National Fire Alarm Code. The contractor shall furnish all parts, materials and labor customarily required or provided for a complete and operating system, in accordance with all requirements applicable, even if each needed item is not specifically shown or described in the project plans or specifications.

- E. Testing Laboratory Compliance: Comply with provisions of UL safety standard pertaining to fire alarm systems. Provide products and components which are listed and labeled.
- F. FM Compliance: Provide fire alarm systems and accessories which are FM approved.

1.6 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace fire-alarm system equipment and components that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Extent: All equipment and components not covered in the Maintenance Service Agreement.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Source Limitations for Fire-Alarm System and Components: Components shall be compatible with, and operate as an extension of, existing system. Provide system manufacturer's certification that all components provided have been tested as, and will operate as, a system.
- B. Non-coded, UL-certified addressable system, with multiplexed signal transmission and horn/strobe evacuation.
- C. Automatic sensitivity control of certain smoke detectors.
- D. All components provided shall be listed for use with the selected system.
- E. 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.

2.2 SYSTEMS OPERATIONAL DESCRIPTION

- A. Fire-alarm signal initiation shall be by one or more of the following devices or systems:
 - 1. Manual stations.
 - 2. Heat detectors.
 - 3. Smoke detectors.
 - 4. Duct smoke detectors.
- B. Fire-alarm signal shall initiate the following actions when a fire alarm condition is detected and reported by one of the system initiating devices or appliances:
 - 1. The system alarm LED shall flash
 - 2. A local piezo-electric signal in the control panel shall sound.

3. An 80-character minimum LED display shall indicate all information associated with the fire alarm condition, including the type of alarm point and its location within the protected premises.
 4. Continuously operate alarm notification appliances in the building, sounding and flashing in synchronization continuously until the initiating device and control unit have been reset to normal condition.
 5. All system outputs programs assigned via control-by-event equations to be activated by the particular point in alarm shall be executed, and the associated system outputs (alarm notification appliances and/or relays) shall be activated. Exact programming shall be provided by the Contractor to meet the Owner's requirements.
 6. Identify alarm and specific initiating device at fire-alarm control unit and remote annunciator.
 7. Transmit an alarm signal to the remote alarm receiving station.
 8. Unlock electric door locks in designated egress paths.
 9. Deactivate and release fire and smoke doors held open by magnetic door holders.
 10. Switch heating, ventilating, and air-conditioning equipment controls to fire-alarm mode.
 11. Close smoke dampers in air ducts of designated air-conditioning duct systems.
 12. Deactivate control relays so that HVAC units shut down. Exception is for hazardous exhaust systems and smoke control
 13. Activate pre-action system.
 14. Recall elevators to primary or alternate recall floors.
 15. Record events in the system memory. On systems equipped with a printer, printing and history storage equipment shall log the information associated with each new fire alarm control panel condition, along with time and date of occurrence.
 16. Activate digital alarm communicator.
- C. Supervisory signal initiation shall be by one or more of the following devices and actions:
1. Valve supervisory switch.
 2. Loss of communication with any panel on the network.
- D. System trouble signal initiation shall be by one or more of the following devices and actions:
1. Open circuits, shorts, and grounds in designated circuits.
 2. Opening, tampering with, or removing alarm-initiating and supervisory signal-initiating devices.
 3. Loss of communication with any addressable sensor, input module, relay, control module, or remote annunciator.
 4. Loss of primary power at fire-alarm control unit.
 5. Ground or a single break in internal circuits of fire-alarm control unit.
 6. Abnormal ac voltage at fire-alarm control unit.
 7. Break in standby battery circuitry.
 8. Failure of battery charging.
 9. Abnormal position of any switch at fire-alarm control unit or annunciator.
- E. System Response to a Trouble Condition:
1. Systems AC power trouble signal shall not be sent unless maintained for 1 to 3 hours (or more). Provide additional relays as required for this purpose.
 2. Provide immediate transmission of all other supervising signals.
 3. Provide adjustable time delay for all other trouble signals prior to transmission.

4. Supervise and monitor all intelligent addressable detectors and monitor modules connected to the system for normal, trouble and alarm conditions.
5. Supervise all initiating, signaling, and notification circuits throughout the facility by way of connection to monitor and control modules.
6. Detect the activation of any initiating device and the location of the alarm condition. Operate all notification appliances and auxiliary devices as programmed.
7. Visually and audibly annunciate any trouble, supervisory or alarm condition on operator's terminals, panel display and annunciators.
8. FACP – Minimum Requirements: The FACP shall contain a microprocessor based Central Processing Unit (CPU). The CPU and its associated equipment shall be protected so it can not be affected by voltage surges or line transients consistent with UL standard 864. The CPU shall communicate with and control the following types of equipment used to make up the system: intelligent detectors, addressable modules, local and remote operator terminals, printers, annunciators, and other system controlled devices. The main FACP shall perform the following functions.

F. System Supervisory Signal Actions:

1. Initiate notification appliances.
2. Identify specific device initiating the event at fire-alarm control unit and remote annunciator.
3. After a time delay of 200 seconds, transmit a trouble or supervisory signal to the remote alarm receiving station.

G. Any trouble signal transmitted to the FACP shall be delayed in the FACP for 60 seconds.

2.3 FIRE-ALARM SYSTEM

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

1. GAMEWELL.
2. GE UTC Fire & Security; A United Technologies Company.
3. Notifier.
4. Siemens Industry, Inc.; Fire Safety Division.
5. Silent Knight.

2.4 FIRE-ALARM CONTROL UNIT

A. General Requirements for Fire-Alarm Control Unit:

1. The system is to be addressable type, with 24vdc nominal operating voltage.
2. Field-programmable, microprocessor-based, modular, power-limited design with electronic modules, complying with UL 864.
3. Addressable Initiation Device Circuits: The FACP shall indicate which communication zones have been silenced and shall provide selective silencing of alarm notification appliance by building communication zone.

4. Addressable Control Circuits for Operation of Notification Appliances and Mechanical Equipment: The FACP shall be listed for releasing service.
 5. The system is to have multiple access levels so owner's authorized personnel can disable individual alarm inputs or normal system responses (outputs) for alarms, without changing the system's executive programming or affecting operation of the rest of the system. The process on how to do this must be included in the training required to be given to the owner's designated personnel, and must also be part of the written documentation provided by the fire alarm equipment supplier.
 6. Signal Line Circuits: (SLC) also called addressable loop - Alarm, trouble and supervisory signals from all intelligent reporting devices shall be encoded onto an NFPA Style 6 (Class A) Signaling Line Circuit (SLC) with no "T" taps.
 7. Initiation Device Circuits: Initiation Device Circuits (IDC) shall be wired Class A (NFPA 72 Style D).
 8. Notification Appliance Circuits: Notification appliance circuits shall be wired Class B (NFPA 72 Style Y).
 9. Digitized electronic signals shall employ check digits or multiple polling. In general a single ground or open on any system signaling line circuit, initiating device circuit, or notification appliance circuit shall not cause system malfunction, loss of operating power or the ability to report an alarm.
 10. Loss of Power: Alarm signals arriving at the main FACP shall not be lost following a power failure (or outage) until the alarm signal is processed and recorded.
 11. The FACP must have an Alarm Silence switch, and be equipped with the Subsequent Alarm (alarm resound) feature. Any remote annunciators or graphic displays located away from the alarm area must also include an audible signal with alarm resound feature.
- B. System Capacity and General Operation: The system shall have the following capacities and general operation modes:
1. The FACP shall provide, or be capable of expansion to 198 intelligent/addressable devices per Signaling Line Circuits (SLC) and 2048 annunciation points, minimum, per system. The number of SLCs provided shall be as indicated on the Drawings. Total points shall be as indicated on the drawings or otherwise specified.
 2. The FACP shall include a full featured operator interface control and annunciation panel that shall include a backlit, 80 minimum character liquid crystal display, individual, color coded system status LEDs, and an alphanumeric keypad for the field programming and control of the fire alarm system.
 3. All programming or editing of the existing program in the system shall be achieved without special equipment and without interrupting the alarm monitoring functions of the fire alarm control panel.
- C. The FACP shall be able to provide the following features:
1. Upload/Download to PC Computer
 2. Charger Rate Control
 3. Drift Compensation
 4. Automatic Day/Night Sensitivity Adjust
 5. Device Blink Control
 6. Pre-alarm Control Panel Indication
 7. Trouble Reminder
 8. NFPA 72 Smoke Detector Sensitivity Test
 9. System Status Reports
 10. Periodic Detector Test

11. Alarm Verification, by device, with tally
 12. Non-Alarm Module Reporting
 13. Block Acknowledge
 14. Smoke Detector Maintenance Alert
 15. Control-By-Time
- D. The control panel shall be capable of printing historical data and device parameters and shall include all equipment necessary to produce printouts, including an external printer and shall be U.L. listed as meeting the NFPA 72 sensitivity testing and maintenance requirements without the need for manually removing and testing each smoke detector. The control panel shall provide a display and a printed list of these sensitivity measurements as a permanent record of the required sensitivity testing. The system shall also annunciate a trouble condition when any smoke detector approaches 80% of its alarm threshold due to gradual contamination, with an annunciation of the location of the smoke detector requiring service. If any specialized equipment must be used to program any function of the smoke detector devices, then one must be furnished as part of the system.
- E. The system shall perform time based control functions including automatic changes of specified smoke detector sensitivity settings.
- F. Central Processing Unit: The Central Processing Unit (CPU) shall communicate with, monitor, and control all other modules within the control panel. Removal, disconnection or failure of any control panel module shall be detected and reported to the system display by the CPU.
1. The CPU shall contain and execute all control-by-event (including ANDing, ORing, NOTing, CROSSZONEing) programs for specific action to be taken if an alarm condition is detected by the system. Such control-by-event programs shall be held in non-volatile programmable memory, and shall not be lost with system primary and secondary power failure. The CPU shall also provide a real-time clock for time annotation of all system displays. The Time-of-Day and date shall not be lost if system primary and secondary power supplies fail.
 2. The CPU shall be capable of being programmed on site without requiring the use of any external programming equipment. Systems that require the use of external programmers or change of EPROMs are not acceptable.
- G. Operators Control: Provide an operators interface which allows the following minimum functions. In addition, the operators interface shall support any other functions required for system control and/or operation:
1. Acknowledge (ACK/STEP) Switch
 2. Signal Silence Switch
 3. System Reset Switch
 4. System Test Switch
 5. Lamp Test Switch
- H. Alphanumeric Display and System Controls: Arranged for interface between human operator at fire-alarm control unit and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu. The system display shall provide all the controls and indicators used by the system operator and may also be used to program all system operational parameters. The

display assembly shall contain, and display as required, custom alphanumeric labels for all intelligent detectors, addressable modules, and software zones.

1. Annunciator and Display: Liquid-crystal display (LCD) type, **80** characters, minimum.
 2. Keypad: Arranged to permit entry and execution of programming, display, and control commands.
 3. Display shall also provide four Light-Emitting-Diodes (LED's), that will indicate the status of the following system parameters: AC POWER, SYSTEM ALARM, SYSTEM TROUBLE, and SIGNAL SILENCE.
 4. The system display shall provide a touch key-pad with control capability to command all system functions, entry of any alphabetic or numeric information, and field programming. Two difference password levels shall be accessible through the display interface assembly to prevent unauthorized system control or programming.
- I. Signaling Line Circuit (SLC) Interface Board: The FACP shall contain SLC interface boards as required to communicate with the SLC. Each SLC board shall monitor and control a minimum of 198 intelligent addressable devices. This includes 99 analog detectors (Ionization, Photoelectric, or Thermal) and 99 monitor or control modules.
1. Each SLC interface board shall contain its own microprocessor, and shall be capable of operating in a local mode (any SLC input activates all or specific SLC outputs) in the event of a failure in the main CPU of the control panel. The SLC interface board shall not require any jumper cuts or address switch settings to initialize SLC Loop operations. SLC interface boards shall provide power and communicate with all intelligent addressable detectors and modules connected to its SLC Loop on a single pair of wires. This SLC Loop shall be capable of operation as NFPA 72 Style 6.
 2. Each SLC interface board shall receive analog information from all intelligent detectors and shall process this information to determine whether normal, alarm, or trouble conditions exist for that particular detector. The SLC interface board software shall include software to automatically maintain the detector's desired sensitivity level by adjusting for the effects of environmental factors, including the accumulation of dust in each detector. The analog information may also be used for automatic detector testing and for the automatic determination of detector maintenance requirements.
- J. Initiating-Device, Notification-Appliance, and Signaling-Line Circuits:
1. Pathway Class Designations: NFPA 72, **[Class B]** **[Class D]** **[Class E]**.
 2. Pathway Survivability: **[Level 0]** **[Level 1]**.
- K. Notification-Appliance Circuit:
1. Audible appliances shall sound in a three-pulse temporal pattern, as defined in NFPA 72.
 2. Where notification appliances provide signals to sleeping areas, the alarm signal shall be a 520-Hz square wave with an intensity 15 dB above the average ambient sound level or 5 dB above the maximum sound level, or at least 75 dBA, whichever is greater, measured at the pillow.
 3. Visual alarm appliances shall flash in synchronization where multiple appliances are in the same field of view, as defined in NFPA 72.
- L. Transmission to Remote Alarm Receiving Station: Automatically transmit alarm, supervisory, and trouble signals to a remote alarm station.

- M. Primary Power: 24-V dc obtained from 120-V ac service and a power-supply module. Initiating devices, notification appliances, signaling lines, trouble signals, **supervisory signals and supervisory and digital alarm communicator transmitters** shall be powered by 24-V dc source.
 - 1. Alarm current draw of entire fire-alarm system shall not exceed 80 percent of the power-supply module rating.
 - 2. The FACP power supplies shall operate on 120 VAC, 60Hz and shall have continuous rating adequate to power all equipment and functions in full alarm continuously. All modules and drivers must be able to withstand prolonged short circuits in the field wiring, either line-to-line or line-to-ground, without damage. Further, the power supply shall be expandable for additional notification appliance power in 3.0 Ampere increments.
 - 3. The power supply shall provide a battery charger using dual-rate charging techniques for fast battery recharge.
- N. Secondary Power: 24-V dc supply system with batteries, automatic battery charger, and automatic transfer switch.
 - 1. the system shall have a minimum of 60 hours battery power capacity, plus 15 minutes of full alarm load.
- O. Batteries: Shall be completely maintenance free, shall not required liquids, fluid level checks or refilling, and shall not be capable of producing spills and/leaks. Batteries shall be sealed gel-cell type with expected life of 10 years. Battery voltage shall be as required by the FACP and related equipment. Battery shall have sufficient capacity to power the fire alarm system for not less than 24 hours plus 15 minutes of alarm upon a normal AC power failure. NAC circuits shall not exceed 75% of maximum current load allowed. Battery cabinet shall be twice the size of the batteries it will contain. NAC circuits shall not exceed 75% of maximum current load allowed.
- P. The FACP shall be interfaced to a Digital Alarm Communications Transmitter (DACT).
- Q. Enclosures: The FACP shall be housed in a 3rd party listed cabinet suitable for surface or semi-flush mounting. Cabinet and front shall be corrosion protected, given a rust-resistant prime coat, and manufacturer's standard finish. The door shall provide a key lock and shall include a glass or other transparent opening for viewing of all indicators. For convenience, the door may be hinged on either the right or left side (field selectable).

2.5 INITIATING DEVICES

- A. All initiating devices shall be individually addressable.

2.6 MANUAL FIRE-ALARM BOXES

- A. General Requirements for Manual Fire-Alarm Boxes: Comply with UL 38.

1. Addressable pull stations shall, on command from the FACP, send data to the panel representing the state of the manual switch. They shall use a key operated test-reset lock, and shall be designed so that after actual emergency operation, they cannot be restored to normal use except by the use of a key.
2. All pull stations shall be dual-action, have a positive and visual indication of operation.
3. Glass-break rods are not allowed.
4. Station Reset: Key operated switch.

2.7 SYSTEM SMOKE DETECTORS

A. General Requirements for System Smoke Detectors:

1. Comply with UL 268; operating at 24-V dc, nominal.
2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
3. Connections: Addressable devices shall be connected to a Signaling Line Circuit (SLC) with two (2) wires.
4. Address Setting: Addressable devices shall provide an address-setting means.
5. All addressable spot type and duct smoke detectors shall be the analog type and the alarm system shall automatically compensate for detector sensitivity changes due to ambient conditions and dust build-up within detectors. This feature must be armed and sensitivities set prior to acceptance of the system.
6. Base Mounting: Detector and associated electronic components shall be mounted in a twist-lock module with tamper proof feature that connects to a fixed base. Provide terminals in the fixed base for connection to building wiring. Unless otherwise specified all detectors shall be ceiling-mount.
7. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
8. Integral Visual-Indicating Light: LED type, indicating detector has operated **and power-on status**.
9. Remote Control: Unless otherwise indicated, detectors shall be digital-addressable type, individually monitored at fire-alarm control unit for calibration, sensitivity, and alarm condition **and individually adjustable for sensitivity by fire-alarm control unit**.
 - a. Rate-of-rise temperature characteristic of combination smoke- and heat-detection units shall be selectable at fire-alarm control unit for 15 or 20 deg F (8 or 11 deg C) per minute.
 - b. Fixed-temperature sensing characteristic of combination smoke- and heat-detection units shall be independent of rate-of-rise sensing and shall be settable at fire-alarm control unit to operate at 135 or 155 deg F (57 or 68 deg C).
 - c. Multiple levels of detection sensitivity for each sensor.
 - d. Sensitivity levels based on time of day.
10. Smoke detectors shall be provided in all egress corridors.
11. The smoke detector located in a Handicap accessible room shall also activate the strobe for that room.
12. Sounder Base: Where indicated on the plans, provide bases with a built-in (local) sounder rated at 85 dBA minimum, measured at 10-foot. Configure sounder bases such that sounders are activated under conditions as described in the Matrix.

13. Device Identification: Detectors shall store an internal identifying type code that the control panel shall use to identify the type of device. Device identifications shall be either ION, PHOTO, or THERMAL.
14. Test Means: The detectors shall provide a test means whereby they will simulate an alarm condition and report that condition to the control panel. Such a test may be initiated at the detector itself (by activating a magnetic switch) or initiated remotely on command from the control panel when in the "test" condition.
15. Intelligent Initiation Devices: All smoke detectors shall be the "intelligent" in that smoke detector sensitivity shall be set through the FACP and shall be adjustable in the field through the field programming of the system. Sensitivity shall be capable of being automatically adjusted by the FACP on a time-of-day basis. Using software in the FACP, detectors shall be capable of automatically compensating for dust accumulation and other slow environmental changes that may affect performance. The detectors shall be listed by UL as meeting the calibrated sensitivity test requirements of NFPA Standard 72.
16. Operational Indications: Addressable initiation devices shall provide dual alarm and power LEDs. Both LEDs shall flash under normal conditions, indicating that the device is operational and in regular communication with the control panel. Both LEDs shall be placed into steady illumination by the FACP to indicate that an alarm condition has been detected. The flashing mode operation of the detector LEDs shall be optional through the system field program. An output connection shall also be provided in the device base to connect an external remote alarm LED.
17. All notification appliance circuit booster supplies shall be protected by a smoke detector per NFPA 72. Contractor shall provide, install and connect smoke detectors as required per code even if they are not shown on the plans.

B. Photoelectric Smoke Detectors:

1. Detector shall use photoelectric (light-scattering) principal to measure smoke density and shall, on command from the control panel, send data to the panel representing the analog level of smoke density.
2. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
3. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
 - a. Primary status.
 - b. Device type.
 - c. Present average value.
 - d. Present sensitivity selected.
 - e. Sensor range (normal, dirty, etc.).

C. Duct Smoke Detectors: Photoelectric type complying with UL 268A.

1. Duct smoke detector housings shall accommodate a velocity rated photoelectric detector. The device, independent of the type used, shall provide continuous analog monitoring and alarm verification from the panel. When sufficient smoke is sensed, an alarm signal shall be initiated at the FACP.
2. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.

3. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
 - a. Primary status.
 - b. Device type.
 - c. Present average value.
 - d. Present sensitivity selected.
 - e. Sensor range (normal, dirty, etc.).
4. Each sensor shall have multiple levels of detection sensitivity.
5. Sampling Tubes: Design and dimensions as recommended by manufacturer for specific duct size, air velocity, and installation conditions where applied.
6. Relay Fan Shutdown: Fully programmable relay rated to interrupt fan motor-control circuit.
7. Proper installation and physical location of each duct detector and access doors shall be coordinated between the Electrical, the Mechanical and the Fire Alarm subcontractors and approved by the Electrical Engineer prior to equipment installation.

2.8 HEAT DETECTORS

- A. General Requirements for Heat Detectors: Comply with UL 521.
 1. Temperature sensors shall test for and communicate the sensitivity range of the device.
- B. Heat Detector, Combination Type: Actuated by either a fixed temperature or a rate of rise.
 1. Heat detectors shall be intelligent addressable devices rated at 135°F (58°C) and shall have a rate-of-rise element rated at 15° F. (9.4°C) per minute. It shall connect via two wires to the Fire Alarm Control Panel Signaling Line Circuit. Up to 99 intelligent heat detectors may connect to one SLC loop. Heat detectors shall use an electronic sensor to measure thermal conditions caused by a fire and shall, on command from the control panel, send data to the panel representing the analog level of such thermal measurements.
 2. Mounting: Ceiling mounted and shall include a separate twist-lock base with tamper proof feature.
 3. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
- C. Heat Detector, Fixed-Temperature Type: Actuated by temperature that exceeds a fixed temperature.
 1. Provide heat detectors with non-rate of rise thermal elements.
 2. Mounting: Ceiling mounted and shall include a separate twist-lock base with tamper proof feature.
 3. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

2.9 NOTIFICATION APPLIANCES

- A. General Requirements for Notification Appliances: Connected to notification-appliance signal circuits, zoned as indicated, equipped for mounting as indicated, and with screw terminals for system connections.
 - 1. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly, equipped for mounting as indicated, and with screw terminals for system connections.
- B. Horns: Electric-vibrating-polarized type, 24-V dc; with provision for housing the operating mechanism behind a grille. Comply with UL 464. Horns located outdoors shall be listed for use in wet locations. Horns shall operate with synchronized audible output and have the following specifications.
 - 1. Where provided, shall provide average ambient sound level of dBA as listed in the NFPA-72.
 - 2. Voltage: Programmable electronic sounders shall operate on 24 VDC nominal.
 - 3. Programming: Horns shall provide the ANSI S3.41 three-pulse temporal pattern audible evacuation signal, described in NFPA 72, with an output sound level of at least 90 dBA measured at 10 feet from the device. Output sound level shall be 120 dB maximum. Horns shall be field programmable without the use of special tools.
- C. Visible Notification Appliances: Xenon strobe lights complying with UL 1971, with clear or nominal white polycarbonate lens. The word "FIRE" is stamped in minimum 1-inch- (25-mm-) high letters on mounting faceplate of device. Strobe lights indicated for use exterior to the building shall be mounted at the indicated elevation and listed for use in wet locations.
 - 1. Mounting: Wall mounted unless otherwise indicated.
 - 2. Flashing shall be in a temporal pattern, synchronized with other units.
 - 3. Strobe Leads: Factory connected to screw terminals.
 - 4. Mounting Faceplate: Factory finished, [red] [white].
 - 5. Strobes shall operate on 24 VDC nominal.
 - 6. Maximum pulse duration: 2/10ths of one second.
 - 7. Strobe intensity and flash rate: Must meet minimum requirements of UL 1971. Provide strobe lights with minimum intensity Candela (CD) rating of 15/75 CD, or greater if such is indicated adjacent to the device symbol on the drawings.
- D. Audible/Visual Combination Devices:
 - 1. Shall comply with all applicable requirements of both Horns and Visible Notification Appliances.

2.10 REMOTE ANNUNCIATOR

- A. Description: Annunciator functions shall match those of fire-alarm control unit for alarm, supervisory, and trouble indications. Manual switching functions shall match those of fire-alarm control unit, including acknowledging, silencing, resetting, and testing.
 - 1. Mounting: [Flush] [Surface] cabinet, NEMA 250, Type 1.

- B. Display Type and Functional Performance: Alphanumeric display and LED indicating lights shall match those of fire-alarm control unit. Provide controls to acknowledge, silence, reset, and test functions for alarm, supervisory, and trouble signals.
 - 1. Systems in 1 or 2-story buildings, which have 30 or fewer initiating devices, are permitted to omit the LED-type "zone" annunciator.
 - 2. Systems with a Graphic Annunciator (GA) are permitted to omit the LED-type "zone" annunciator.
 - 3. The LED annunciator is permitted to be omitted if the FACP has a multi-line display that automatically defaults to displaying the first alarm, plus the first 3 (minimum) water-flow alarms and the last alarm. This is permitted to be done using 2 automatically alternating screens. If there is no sprinkler system, program the FACP to show the first 4 alarms plus the last alarm received.
- C. Serially Connected Remote Annunciator: Annunciator shall communicate with the fire alarm control panel via an EIA-485 communications loop (four-wire) and shall individually annunciate all zones in the system. System zones shall be as indicated on the drawings. Up to 10 annunciators may be connected to the EIA-485 communications loop.
- D. Annunciator Indicators: The annunciator shall provide a red Alarm LED per zone, and a yellow Trouble LED per zone. The annunciator shall also have an "ON-LINE" LED, local piezo sounder, local acknowledge/lamp test switch, and custom zone/function identification labels. Annunciator switches may be used for System control such as, Global Acknowledge, Global Signal Silence, and Global System Reset. All annunciator switches and indicators shall be software programmable. The area (zone) that is represented by each LED shall not exceed 1 floor or 22,500 square feet, and must not cross building fire walls or smoke compartments.
- E. LCD Alphanumeric Display Annunciator: The Alphanumeric Display Annunciator shall be a supervised, remotely located back-lit LCD display containing a minimum of eighty (80) characters for alarm annunciation in clear English text. The LCD Annunciator shall display all alarms and trouble conditions in the system.
- F. System Capacity: The system shall allow a minimum of four LCD annunciators. In addition to annunciation functions, each LCD annunciator shall be capable of the following software programmed system functions: Acknowledge, Signal Silence and Reset.
- G. Connections: The annunciator shall connect to a two-wire EIA-485 interface. The two-wire connection shall be capable operation at distances of 6,000 feet. Provide interface to fiber optic cable systems and/or repeater units where such are indicated on the Drawings.

2.11 ADDRESSABLE INTERFACE DEVICE

- A. General:
 - 1. Include address-setting means on the module.
 - 2. Store an internal identifying code for control panel use to identify the module type.
 - 3. Listed for controlling HVAC fan motor controllers.
- B. Addressable Dry Contact Monitor Module: Microelectronic module providing a system address for alarm-initiating devices for wired applications with normally open contacts. Addressable

monitor modules shall be provided to connect one supervised zone (either Style D or Style B) of non-addressable alarm initiating devices (any normally open dry contact device) to one of the fire alarm control panel signaling line circuit loops. Monitor modules shall be installed as required by the system configuration. All required monitor modules may not be shown on the drawings.

1. Indication of Operation: An LED shall be provided that shall flash under normal conditions, indicating that the monitor module is operational and in regular communication with the control panel.
2. Supervision: Unless specifically noted otherwise on the drawings provide on monitor module for each sprinkler switch.

C. Control Module:

1. Operate notification devices.
2. Operate solenoids for use in sprinkler service.

D. Addressable Control Module: Addressable Control Modules shall be provided to supervise and control the operation of one conventional Notification Appliance Circuit (NAC) of compatible, 24 VDC powered, polarized Audio/Visual (A/V) Notification Appliances. For fan shutdown and other auxiliary control functions, the control module may be set to operate as a dry contract relay. The control module shall provide address-setting means using DIP switches and shall also store an internal identifying code that the control panel shall use to identify the type of device. An LED shall be provided that shall flash under normal conditions, indicating that the control module is operational and is in regular communication with the control panel.

1. Configuration: The control module NAC circuit may be wired for **(Style Z) (Style Y) (Class A/B)** with up to 1 Amp of inductive A/V signal, or 2 Amps of resistive A/V signal operation, or as a dry contact (Form C) relay. The control module shall be suitable for pilot duty applications and rated for a minimum of 0.6 amps at 30 VDC. The relay coil shall be magnetically latched to reduce wiring connection requirements, and to insure that 100% of all auxiliary relay or NACs may be energized at the same time on the same pair of wires.
2. Power Source: Audio/visual power shall be provided by a separate supervised power loop from the main fire alarm control panel or from a supervised, 3rd party listed remote power supply. A/V power sources and connections are not shown on the Drawings
3. Test Switch: A magnetic test switch shall be provided to test the module without opening or shorting its NAC wiring.

E. Isolator Module: Isolator Modules shall be provided to automatically isolate wire-to-wire short circuits on an SLC loop. The Isolator Module shall limit the number of modules or detectors that may be rendered inoperative by a short circuit fault on the SLC Loop. Modules must be readily accessible (not above ceiling) and clearly labeled.

1. Operation: Isolator Modules shall operate such that if a wire-to-wire short occurs, the Isolator module shall automatically open-circuit (disconnect) the SLC loop. When the short circuit condition is corrected, the Isolator Module shall automatically reconnect the isolated section. The Isolator Module shall not require any address-setting, and its operations shall be totally automatic. It shall not be necessary to replace or reset an Isolator Module after its normal operation.

2. The Isolator Modules shall provide a single LED that shall flash to indicate that the Isolator is operational and shall illuminate steadily to indicate that a short circuit condition has been detected and isolated.

2.12 DIGITAL ALARM COMMUNICATOR TRANSMITTER

- A. Digital alarm communicator transmitter shall be acceptable to the remote central station and shall comply with UL 632.
- B. Functional Performance: Unit shall receive an alarm, supervisory, or trouble signal from fire-alarm control unit and automatically capture **[one]** **[two]** telephone line(s) and dial a preset number for a remote central station. When contact is made with central station(s), signals shall be transmitted. If service on either line is interrupted for longer than 45 seconds, transmitter shall initiate a local trouble signal and transmit the signal indicating loss of telephone line to the remote alarm receiving station over the remaining line. Transmitter shall automatically report telephone service restoration to the central station. If service is lost on both telephone lines, transmitter shall initiate the local trouble signal.
- C. Local functions and display at the digital alarm communicator transmitter shall include the following:
 1. Verification that both telephone lines are available.
 2. Programming device.
 3. LED display.
 4. Manual test report function and manual transmission clear indication.
 5. Communications failure with the central station or fire-alarm control unit.
- D. Digital data transmission shall include the following:
 1. Address of the alarm-initiating device.
 2. Address of the supervisory signal.
 3. Address of the trouble-initiating device.
 4. Loss of ac supply.
 5. Loss of power.
 6. Low battery.
 7. Abnormal test signal.
 8. Communication bus failure.
- E. Secondary Power: Integral rechargeable battery and automatic charger.
- F. Self-Test: Conducted automatically every 24 hours with report transmitted to central station.

2.13 PRINTER

- A. Provide a tractor feed printer to provide hard-copy printout of all changes in status of the system. The printer shall time-stamp such printouts with the current time-of-day and date. The printer shall be standard carriage with 80-characters per line and shall use standard pin-feed paper. Thermal printers are not acceptable. The printer shall operate from a 120 VAC, 60 Hz

power source. Provide table and stand for printer if it is to remain constantly connected to the fire alarm panel. Install in location selected by the owner.

2.14 REMOTE ANNUNCIATOR INDICATOR LIGHTS (RAIL)

- A. RAILS shall be provided with a key type switch for testing of the annunciated device. In addition, RAILS shall have the following features:
 - 1. Shall operate on 24 VDC nominal.

2.15 SURGE PROTECTION

- A. The following protection against voltage transients and surges shall be provided by the fire alarm equipment supplier, and installed by the electrical contractor:
 - 1. On AC input: A feed-through (not shunt-type) branch circuit transient suppressor such as Leviton 51020-WM-DN or Di-Tech DTK-120S20A or equivalent UL1449-2nd Edition Listed device.
 - 2. On DC Circuits Extending Outside Building: Adjacent to the FACP, and also near point of entry to outlying building, provide "pi"-type filter on each leg, consisting of a primary arrestor, series impedance, and a fast acting secondary arrestor that clamps at 30v-40v. Some acceptable models: Simplex 2081-9027, Simplex 2081-9028, Transtector TSP8601, Ditek DTK 2MHLP24B series, Citel America B280-24V, and Northern Technologies DLP-42. Submit data on others to the engineer for approval. UL 497B listing is normally a prerequisite for their consideration. Devices using only MOV active elements are not acceptable.
- B. For each AC power circuit that interfaces with fire alarm equipment install an AC suppressor in a listed enclosure near the electrical panelboard, and trim excess lead lengths. Wind small coil in the branch circuit conductor just downstream of the suppressor connection. Coil to be 5 to 10 turns, about 1 inch in diameter, and securely tie-wrapped.
- C. On DC circuits extending outside the building, install the surge arrestor in a labeled enclosure near the point of entry to or exit from each building.

2.16 WIRING

- A. Addressable loop (signaling line) circuits shall be wired with type FPL/FPLR/FPLP fire alarm cable, AWG 18 minimum, low capacitance, twisted shielded copper pair. Cable shield drain wires are to be connected at each device on the loop to maintain continuity, taped to insulate from ground, and terminated at the FACP. Acceptable cables include Atlas 228-18-1-1STP, BSCC S1802s19 (same as EEC 7806LC), West Penn D975, D991 (AWG 16), D995 (AWG 14), or equal wire having capacitance of 30pf/ft. maximum between conductors. Belden 5320FJ acceptable if only FPL rating needed. The cable jacket color shall be red, with red (+) and black (-) conductor insulation.
 - 1. Unshielded cable, otherwise equal to the above, is permitted to be used if the manufacturer's installation manual requires, or states preference for, unshielded cable.

- B. Non-Power-Limited Circuits: Solid-copper conductors with 600-V rated, 75 deg C, color-coded insulation.
 - 1. Low-Voltage Circuits: No. 16 AWG, minimum.
 - 2. Line-Voltage Circuits: No. 12 AWG, minimum.
- C. General Wire and Cable Requirements: NTRL listed and labeled as complying with NFPA 70, Article 760.

2.17 AC POWER

- A. Systems are to be provided with a separate and independent source of emergency power. Switching to emergency power during alarm shall not cause signal drop-out. Batteries must meet the appropriate NFPA capacity requirements, with a 25% safety factor. This requirement is in effect even if generator power is supplied to the Fire Alarm Control Panel.
- B. The branch circuit breaker(s) supplying the system must be physically protected by panelboard lock or handle lock and each must be identified with a 1/4" permanent red dot applied to handle or exposed body area.
- C. The fire alarm system shall monitor 120vac power to shunt trip breakers used in conjunction with fire suppression systems. Examples include a shunt trip used for cooking appliance power shut-off when the kitchen hood fire suppression system shoots, or primary elevator power shut-down upon sprinkler flow in any elevator equipment space or shaft. Use an addressable monitor module to accomplish this supervisory function.

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION

- A. All equipment supplied must be specifically listed for its intended use and shall be installed in accordance with the manufactures recommendations. The contractor shall consult the manufacturer's installation manuals for all wiring diagrams, schematics, physical equipment sizes, etc., before beginning system installation. Contractor shall refer to the manufacturer's Riser/Connection diagram for all specific system installation/termination/wiring data.
- B. Comply with NFPA 72, NFPA 101, and requirements of authorities having jurisdiction for installation and testing of fire-alarm equipment. Install all electrical wiring to comply with requirements in NFPA 70 including, but not limited to, Article 760, "Fire Alarm Systems."
- C. Connecting to Existing Equipment: Verify that existing fire-alarm system is operational before making changes or connections.
- D. Only the qualified fire alarm installer may make program changes and must be present for the 100% test, Designers pre-final review and owner inspections.
- E. All connections to the FACP and the systems programming shall be done only by the manufacturer or by an authorized distributor that stocks a full complement of spare parts for the system. Refer to section 1.5(A) Installers Qualifications.

- F. Smoke- or Heat-Detector Spacing: Comply with NFPA 72.
- G. Duct Smoke Detectors: Comply with NFPA 72 and NFPA 90A. Install sampling tubes so they extend the full width of duct. Tubes more than 36 inches (9100 mm) long shall be supported at both ends. Proper installation and physical location of each duct detector and access doors shall be coordinated between the Electrical, the Mechanical and the Fire Alarm subcontractors and approved by the Electrical Engineer prior to equipment installation.
 - 1. All air duct/plenum detectors must have a Remote Alarm Indicator Lamp (RAIL) installed in the nearest corridor or public area and identified by an engraved label affixed to the wall or ceiling.
 - 2. Duct smoke detectors are permitted to be installed only inside an air duct. It is not appropriate to mount them in front of a return air opening. Duct detectors shall also be installed in a manner that provides suitable, convenient access for required periodic cleaning and calibration. The numbers of detectors per duct shall be per NFPA 72 requirements based on the size of the air duct, air duct configuration, air speed, and duct manufacturers installation requirements.
 - 3. Each duct detector installation shall have a hinged or latched duct access panel, 12x12 inches minimum, for sampling tube inspection and cleaning. Indicate airflow direction on the duct, adjacent to the detector, using stencil or permanent decal.
 - 4. Duct detector sampling tubes shall extend the full width of the duct. Those over 36 inches long must be provided with far end support for stability.
 - a. The preferred method for providing support is to extend the intake tube through the far side of the duct, seal around the tube where it penetrates the duct wall, and plug the end with a rubber stopper. This facilitates visual inspection, intake tube cleaning, and injection of smoke or equivalent aerosol for testing the detector
 - 5. Duct smoke detector mounting position and air sampling tube orientation, are critical for proper operation. The Manufacturer's detailed installation instructions must be followed. The contractor shall mark the direction of air flow on the duct at each duct detector location.
 - 6. Unless the AHJ requires otherwise, all duct smoke detectors shall be programmed for fire alarm (not for supervisory annunciation).
- H. Remote Status and Alarm Indicators: Install in a visible location near each smoke detector, sprinkler water-flow switch, and valve-tamper switch that is not readily visible from normal viewing position.
- I. Audible Alarm-Indicating Devices: Install not less than 6 inches (150 mm) below the ceiling. Install bells and horns on flush-mounted back boxes with the device-operating mechanism concealed behind a grille. Install all devices at the same height unless otherwise indicated.
- J. Visible Alarm-Indicating Devices: Install adjacent to each alarm bell or alarm horn and at least 6 inches (150 mm) below the ceiling. Install all devices at the same height unless otherwise indicated.
- K. Device Location-Indicating Lights: Locate in public space near the device they monitor.
- L. Addressable devices **shall not** be installed in unconditioned spaces.

- M. The number of fire alarm devices in a loop shall not exceed 20. Install an isolator at the approximate middle of the loop.
- N. Addressable Interface Modules (Control and Monitor Modules):
 - 1. Addressable interface modules (used to monitor all contact type initiating devices) shall be located in conditioned space, unless they are tested, listed and marked for continuous duty across the range of temperatures and humidity expected at their installed location.
 - 2. One module can serve as many as 3 sprinkler system valve supervisory switches in a single space; otherwise provide one module per switch.
 - 3. One module may serve as many as 6 heat detectors, in a single space.
 - 4. Sprinkler system supervisory circuits for monitoring valve position, air pressure, water temperature, pump status, etc., must cause distinct audible and visible indications at the FACP. The audible supervisory signal shall either be a 4" diameter bell or a pulsing piezoelectric alarm. Provide the following engraved label adjacent to the bell/alarm: "SPRINKLER STATUS ABNORMAL". If only valve position is supervised, provide an engraved label reading: "SPRINKLER VALVE CLOSED"
- O. Notification Appliance Circuit booster power supplies must be individually monitored by the FACP and protected by a smoke detector per NFPA 72. They shall not be located above a ceiling or in non-conditioned space. A 24vdc power circuit serving addressable control relays shall also be monitored for integrity.
- P. End of Line (EOL) Device: The end of line device shall be installed in accessible terminal cabinets or dedicated accessible boxes, to facilitate testing and maintenance.
- Q. Alarm notification appliance (NAC) circuits shall be NFPA 72 Style Y (Class B). The load connected to each circuit must not exceed 80% of rated module output and the coverage of each circuit shall not exceed 3 floors (to limit the effect of faults, and to facilitate troubleshooting). The NAC voltage drop during alarm must not exceed 14% of the voltage measured across the batteries at that time. The contractor shall use power outage testing to verify that the NAC circuit was designed and installed properly.
- R. Smoke detectors shall be provided and installed in interior exit access corridors, mechanical/electrical rooms, computer rooms, and un-sprinkled storage rooms.
- S. The FACP and all other control equipment locations, including any transponders, sub-panels, and booster power supplies, must be protected by a spot type smoke detector located within 15 feet of the equipment (measured horizontally).
- T. When installed in a room, detectors shall be oriented so their alarm light is visible from the nearest door to the corridor, unless Remote Alarm Indicator Light (RAIL) equipped.
- U. A detector installed where accidental damage or deliberate abuse is expected shall be provided with a guard that is listed for use with it and is acceptable to the AHJ.

3.2 CONDUIT AND WIRING

- A. All fire alarm wiring shall be installed in 3/4" (minimum) metal conduit. All fire alarm system raceway, couplers, and connectors must meet the performance and installation requirements of specification "260533 Raceways and Boxes for Electrical Systems".
- B. The exterior of all junction boxes containing fire alarm conductors shall be painted red; box interiors shall not be painted.
- C. Box covers shall be labeled to indicate the circuit(s) or function of the conductors contained therein. Labels shall be neatly applied black lettering on a clear background. Handwritten labels or labels made from embossed tape are not acceptable.
- D. All wiring shall be color coded. All the circuits in the system shall be wired with AWG 14, minimum, stranded copper, THHN/THWN conductor, installed in metallic conduits. Color Coded wires shall be in accordance with the following scheme, which shall be maintained throughout the system, without color change in any wire run:
 1. Initiating Circuits, General ----- Red (+)/White (-)
 2. Initiating Circuits, Smoke Only ----- Violet (+)/Gray (-)
 3. Signal Line Circuit cable ----- Red jacket with Red(+)/Black(-)
 4. Alarm Indicating Appliance Circuits ----- Blue (+)/Black (-)
 5. AHU Shutdown Circuits ----- Yellow (+)/Brown (-)
- E. To minimize wiring fault impact, isolation modules shall be provided in all of the locations listed below. If ceiling height ≤ 10 feet, isolator base type initiating devices are permitted to be used to satisfy any or all of the following:
 1. In or immediately adjacent to the FACP, at each end of the addressable loop. These two isolators must be in the same room and within 15 feet of the FACP.
 2. After each 20 initiating devices and control points on the addressable loop, or a lesser number where recommended by the manufacturer. (Check instructions.)
 3. For loops with 20 devices and control points, install an isolator at the approximate middle of the loop (in addition to those at the FACP).
 4. Near the point any addressable circuit extends outside the building, except for those attached to the building exterior walls and well sheltered by walkways.
 5. For loops covering more than one floor, install isolator at terminal cabinet on each floor (with additional isolator[s] on any floor with over 20 addresses).
 6. Each isolation module must be clearly labeled, readily accessible for convenient inspection (not above a lay-in ceiling), and shown on as-built drawings.
- F. Detection or alarm circuits must not be included in raceways containing AC power or AC control wiring. Within the FACP, any 120 VAC control wiring or other circuits with an externally supplied AC/DC voltage above the nominal 24 VDC system power must be properly separated from other circuits and the enclosure must have an appropriate warning label to alert service personnel to the potential hazard.
- G. Style 6 Circuits Required: Systems with one or more addressable sub-panels that (1) have an integral addressable loop controller, or (2) monitor multiple non-addressable initiation zones, shall comply with the NFPA 72 requirements for Style 6 circuits.

- H. There shall be no splices in the system other than at device terminal blocks, or on terminal blocks in cabinets. "Wire nuts" and crimp splices will not be permitted. Permanent wire markers shall be used to identify all connections at the FACP and other control equipment, at power supplies, and in terminal cabinets. All terminal block screws shall have pressure wire connectors of the self-lifting or box lug type.
- I. In multistory buildings, all circuits leaving the riser on each floor shall feed through a labeled terminal block in a hinged enclosure accessible from the floor. If building layout requires the terminal cabinet to be above a drop ceiling, its location must be clearly and permanently identified with a placard readable from floor. Terminal block screws shall have pressure wire connectors of the self-lifting or box lug type.
- J. All wiring shall be checked for grounds, opens, and shorts, prior to termination at panels and installation of detector heads. The minimum resistance to ground or between any two conductors shall be ten (10) megohms, as verified with a megger. Provide advance notice to the Engineer of record of these tests.
- K. The system shall be electrically supervised for open or (+/-) ground fault conditions in SLC, alarm circuits, and control circuits. Removal of any detection device, alarm appliance, plug-in relay, system module, or standby battery connection shall also result in a trouble signal. Fire alarm signal shall override trouble signals, but any pre-alarm trouble signal shall reappear when the panel is reset.

3.3 CONNECTIONS

- A. For fire-protection systems related to doors in fire-rated walls and partitions and to doors in smoke partitions. Connect hardware and devices to fire-alarm system.
 - 1. Verify that hardware and devices are listed for use with installed fire-alarm system before making connections.
- B. Make addressable connections with a supervised interface device to the following devices and systems. Install the interface device less than 36 inches (910 mm) from the device controlled. Make an addressable confirmation connection when such feedback is available at the device or system being controlled.
 - 1. Smoke dampers in air ducts of designated HVAC duct systems.
 - 2. Supervisory connections at valve supervisory switches.

3.4 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- B. Basic operating instructions shall be framed and permanently mounted at the FACP. (If the owner concurs, they may instead be affixed to the inside of the FACP's door). In addition, the NFPA 72 "Record of Completion" must either be kept at/in the FACP or its location shall be permanently indicated there by an engraved label.

- C. Provide an engraved label inside the FACP identifying its 120vac power source, as follows: Panelboard location, panelboard identification and branch circuit number. Refer to specification 260553 "Identification for Electrical Systems" for engraved label requirements.
- D. Provide an engraved label at each fire alarm system control unit, system sub-panel or data gathering panel, supplementary notification appliance (SNAC) panel, digital alarm communicator, etc.... Refer to specification 260553 "Identification for Electrical Systems" for engraved label requirements.
- E. Identification of individual detectors is required. Assign each a unique number as follows, in sequence starting at the FACP: (Addressable Loop # -- Device #) Show on the as-built plans, and also permanently mount on each detector's base so that it's readable standing on the floor below without having to remove the smoke detector. Exception: For detectors with housings (i.e., air duct, projected beam, air sampling, flame), apply the identification to a suitable location on exterior of their housing. Device labels may not be affixed to the device. Identification labels must be printed labels with black lettering on a clear background. Handwritten labels or labels made from embossed tape are not acceptable.

3.5 GROUNDING

- A. Ground fire-alarm control unit and associated circuits; comply with IEEE 1100. Install a ground wire from main service ground to fire-alarm control unit.
- B. Ground shielded cables at the control panel location only. Insulate shield at device location.

3.6 FIELD QUALITY CONTROL

- A. Contractor shall provide a complete set of as-built drawings to the owner. Contractor shall provide a copy of the battery calculations on a dedicated sheet of as-built drawings, for future reference by fire alarm service technicians. NAC voltage drop is to be verified during system test.
- B. If new devices or new fire alarm control panel is added to an existing system, new certification for the existing fire alarm control panel shall be issued in accordance with NFPA 72.
- C. Field tests shall be witnessed by Engineer and authorities having jurisdiction.
- D. Installer shall be present for the 100% test, designers pre-final review and owner inspections.
- E. Perform the following tests and inspections **with the assistance of a factory-authorized service representative**:
 - 1. Visual Inspection: Conduct visual inspection prior to testing.
 - a. Inspection shall be based on completed record Drawings and system documentation that is required by NFPA 72 in its "Completion Documents, Preparation" table in the "Documentation" section of the "Fundamentals" chapter.

- b. Comply with the "Visual Inspection Frequencies" table in the "Inspection" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72; retain the "Initial/Reacceptance" column and list only the installed components.
 2. System Testing: Comply with the "Test Methods" table in the "Testing" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
 3. Test audible appliances for the public operating mode according to manufacturer's written instructions. Perform the test using a portable sound-level meter complying with Type 2 requirements in ANSI S1.4.
 4. Test audible appliances for the private operating mode according to manufacturer's written instructions.
 5. Test visible appliances for the public operating mode according to manufacturer's written instructions.
 6. Factory-authorized service representative shall prepare the "Fire Alarm System Record of Completion" in the "Documentation" section of the "Fundamentals" chapter in NFPA 72 and the "Inspection and Testing Form" in the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
- F. Reacceptance Testing: Perform reacceptance testing to verify the proper operation of added or replaced devices and appliances.
- G. Fire-alarm system will be considered defective if it does not pass tests and inspections.
- H. Prepare test and inspection reports.
- I. Maintenance Test and Inspection: Perform tests and inspections listed for weekly, monthly, quarterly, and semiannual periods. Use forms developed for initial tests and inspections.
- J. Annual Test and Inspection: One year after date of Substantial Completion, test fire-alarm system complying with visual and testing inspection requirements in NFPA 72. Use forms developed for initial tests and inspections.
- 3.7 SOFTWARE SERVICE AGREEMENT
- A. Comply with UL 864.
- B. Technical Support: Beginning at Substantial Completion, service agreement shall include software support for **two** years.
- C. Upgrade Service: At Substantial Completion, update software to latest version. Install and program software upgrades that become available within **two** years from date of Substantial Completion. Upgrading software shall include operating system and new or revised licenses for using software.
1. Upgrade Notice: At least **30** days to allow Owner to schedule access to system and to upgrade computer equipment if necessary.

3.8 DEMONSTRATION, TRAINING AND MAINTENANCE

- A. Maintenance: The manufacturer, or authorized distributor, must maintain software version records on the system installed. The system software shall be upgraded free of any charge if a new VER is released during the warranty period. For new VER to correct operating problems, free upgrade shall apply during the entire life of the system.
- B. System Report: In addition to the Shop Drawing submittal described elsewhere, the fire alarm system contractor shall provide the engineer two bound copies of the following technical information, for transmittal to the owner:
 - 1. As-Built wiring diagram showing all loop numbers and device addresses, plus terminal numbers where they connect to control equipment.
 - 2. As-built wiring and conduit layout diagrams, including wire color code and/or label numbers, and showing all interconnections in the system.
 - 3. Electronic circuit diagrams of all control panels, modules, annunciators, communications panels, etc.
 - 4. Manufacturers detailed maintenance requirement.
 - 5. Technical literature on all control equipment, isolation modules, power supplies, batteries, detectors, manual stations, alarm/supervisory signal initiating devices, alarm notification appliances, relays, remote alarm transmission means, etc.
 - 6. The as-built "calculations" sheet.
- C. Electronic archive: Complete configuration data (site-specific programming) for the system must be stored on electronic media and archived by the fire alarm system manufacturer or authorized distributor. A diskette or CD copy of this data shall be submitted to the engineer for transmission to the owner on the day the system is commissioned.
- D. The contractor shall provide the owner with one copy of the following:
 - 1. All software required, both for the installed fire alarm system and personal computer (PC) necessary to access the fire alarm system for trouble shooting, programming, modifications, monitoring, de-bugging, or similar functions, (if Owner does not have the needed PC to check the system).
 - 2. Complete documentation for all software for both the installed fire alarm system and for any interface PC software necessary for system functions as described above.
 - 3. Framed floor plans, mounted at the FACP. Plans shall show all system devices with the unique device identification numbers indicated adjacent to each device. The identification numbers shall match those represented in the as-built drawings and those reported at the FACP and the LCD annunciator.
 - 4. Interconnection cable where such is required to connect the fire alarm system to a PC; (if Owner does not have the needed PC to check the system).
- E. The manufacturer's authorized representative must instruct the owner's designated employees in operation of the system, and in all required periodic maintenance. A minimum of 8 hours on-site time will be allocated for this purpose and, for those facilities operating on a 24-hour basis (prisons, hospitals, etc.) one additional hour of instruction will be individually provided for the 2nd and 3rd shift. Two copies of a written, bound summary will be provided, for future reference.

1. Some facilities maintain their own systems and require more in-depth training. Check to verify needs and requirements.
 2. Scheduling of training must be arranged to meet the Owner's schedule. Additional training shall be available at a cost to be mutually agreed upon by the Owner and the Contractor.
 3. Training shall be in the Owner's provided classroom.
 4. The training may not be waived, deleted or reduced in the number of hours required.
 5. Training shall cover as minimum the following topics:
 - a. Preventive maintenance service techniques and schedules, including historical data trending of alarm and trouble records.
 - b. Overall system concepts, capabilities, and functions. Training shall be in depth, so that the owner shall be able to take any device out of service and return any device to service without need of Manufacture's approval or assistance.
 - c. Manufacture's approval or assistance. Explanation of all control functions, including training to program and operate the system software.
 - d. Methods and means of troubleshooting and replacement of all field wiring devices.
 - e. Methods and procedures for troubleshooting the main fire alarm control panel, including field peripheral devices as to programming, bussing systems, internal panel and unit wiring, circuitry and interconnections.
 - f. Manuals, drawings, and technical documentation. Actual system software used for training shall be provided in digital form and shall be left with the Owner at the completion of training for the Owner's use in the future.
- F. The owner shall be trained to perform all NFPA 72 required maintenance. The training shall include both demonstration and supervision of a "hands-on" replacement of heads. Panel modifications required to take detector heads out of service and return them to service shall be "hands-on" training session. The training shall be in a minimum of two 4-hour sessions provided on separate days. The schedule shall be coordinated with the owner. A written competency test must be submitted to the engineer and to the owner as a sample prior to using the written competency test at the site. A written description of a hands-on test shall be provided to the engineer and owner for review prior to using the test at the site. As a minimum the following tests shall occur during certification of the owner's employee.
1. Three smoke heads shall be taken offline at the panel and removed physically.
 2. Three smoke heads shall be reinstalled and returned to service at the fire alarm panel.
 3. The vendor shall provide three dirty smoke detector heads to be installed at various positions in the building. The owner shall print a sensitivity report and the employees shall find the "dirty" smoke detector heads by reviewing the sensitivity report.
 4. A ground fault and an isolation problem shall be introduced by the vendor into the system. The employees shall then find the ground fault and the isolation problem.
 5. An NFPA 72 "Record of Completion" form shall be provided and the employees shall fill out the forms which shall be checked by the vendor for proper use of the form.
 6. The written testing for how to perform services on a panel shall be given during the last 4 hour session with the employees.
 7. The vendors shall witness the owner's "trained" employees, train other employees and correct any mistakes made during the training session. This is expected to occur during the 2nd four hour session.

3.9 SPARE PARTS

- A. The following spare parts shall be provided with the system. For multi-building projects, calculate quantities separately for each building that contains a dedicated fire alarm control panel. If FACP also serves auxiliary buildings (e.g., storage, boiler/chiller), calculate as if one building. Increase decimal quantities to the next higher whole number
1. Fuses (If Used).....2 of each size in system
 2. Manual Fire Alarm Boxes.....2% of installed quantity
 3. Addressable Control Relays.....4% of installed quantity
 4. Indoor Horns/Speakers with Strobes Lights.....4% of installed quantity
 5. Indoor Strobe-only Notification Appliances.....4% of installed quantity
 6. Monitor Modules (Addressable Interface).....4% of installed quantity
 7. Isolation Modules / Isolation Bases.....4% of installed quantity
 8. Addressable, Electronic Heat Detectors.....4% of installed quantity

3.10 SYSTEM TESTING AND CERTIFICATION

- A. Upon completion of the installation the Contractor and the Manufacturer's authorized installer together shall conduct a 100% performance test of each and every alarm initiating device for proper response. The system shall operate for 48 hours prior to start of test. The Contractor shall be present for the full 100% test.
- B. The A/E and owner must be given 7 days advance notice of the tests. All Audio Visual Device Testing shall be scheduled with the owner.
- C. 100% Test: The manufacturer or authorized distributor (by definition, "installer") must 100% test all site-specific software functions for the system and then provide a detailed report or check list showing the system's operational matrix. This documentation must be part of the "System Status and Programming Report".
1. Upon completion of the installation and its programming, the installer's technician shall test every alarm initiating device for proper response and indication, and all alarm notification appliances for effectiveness. Also, in coordination with the other building system contractors, all other system functions shall be verified, including (where applicable) elevator capture and the control of HVAC systems, door locks, pressurization fans, fire or smoke doors/dampers/shutters, etc. The engineer must be notified in advance of these 100% tests, to permit witnessing them if desired.
 2. If AHU shutdown occurs for any alarm, then the matrix would indicate the specific control relay(s) for that function being commanded to operate for alarm from any initiating device. If a rolling steel fire door is to drop only upon water-flow alarm from its sprinkler zone, or upon any two spot smoke detectors in adjacent spaces being simultaneously in alarm, the matrix would show the door's control relay activating upon alarm from the applicable water-flow switch(es), or from any two smoke detectors in the selected spaces (AND gate)
 3. The digital communicator shall be on-line and tested for proper communication to the receiving station.
 4. All supervised circuits must also be tested to verify proper supervision. (Control circuits and remote annunciation lines are among those required to be supervised.)

5. All testing described above shall be repeated in the event that subsequent software or wiring modifications are determined necessary to meet the requirements of the contract documents. Such re-testing shall be included as part of the base bid and provided at no additional cost to the Owner.
- D. Test Documentation: The installer must fill out and submit the following documentation to the owner, through the engineer, prior to the AHJ's system acceptance inspection:
1. Written verification that this 100% system test was done with copy of print out generated during test.
 2. The NFPA 72, "Record of Completion" Form. Use this form (no substitutes) to detail the system installation and also to certify that: (a.) It was done per Code, and (b.) The Code required 100% test was performed. The fire alarm installer (manufacturer or authorized distributor's technician) must sign this form. If a representative of the AHJ, owner, or engineer witnesses the tests, in whole or in part, they must also sign the form to signify that fact only (annotating the form as needed to clarify their limited role).
 3. For buildings with a smoke control or smoke purge system, an HVAC balance report, in the smoke control / smoke purge mode.
 4. The System Status and Programming Report described in NFPA 72. This must be generated on the day of the system acceptance inspection and shall include the measured sensitivity of each smoke detector.
 5. The purpose of doing Item (iv) on the day of the inspection is to assure detector sensitivity has not been affected by construction dust. Prudent contractors will have taken measures to prevent detector contamination during construction, and will also have had the system do a detector sensitivity test and printout prior to the day of the inspection, to make certain all devices are properly programmed and operating within their limits.
- E. After completion of the 100% system test and submission of documentation as described above the installer is to request the engineer to set up an inspection. The system must operate for at least two days prior to this inspection. The responding Fire Department shall be notified of this, for pre-fire planning purposes. On local government projects, local fire authorities may also want to participate in system acceptance inspections. However, for State-owned property they have no inspection jurisdiction and, if present, are only to observe.

3.11 PRE-FINAL INSPECTION

- A. At the owners request and after passing the designers pre-final inspection, the contractor and manufacturers authorized installer will conduct system test in the presence of the owner and the designer.

3.12 FINAL INSPECTION

- A. The fire alarm system will be inspected, with portions of it functionally tested. This will normally include the use of appropriate means to simulate smoke for testing detectors, as well as functionally testing the system interface with building controls, fire extinguishing systems and any off-premises supervising station. Operation of any smoke removal system will be checked as instructed by the AHJ. This statistical (sampling) inspection is intended to assure that the contractor has properly installed the system and performed the 100% operational test as

required by NFPA 72. The electrical contractor shall provide two-way radios, ladders, and any other materials needed for testing the system, including a suitable smoke source.

1. Smoke control and smoke management systems are normally tested by measuring air flow rates and pressure differentials, plus observing any effect the system has on the operation of exit, elevator, and stairway doors. Testing with smoke "bombs" (smoke candles) is NOT appropriate because they produce cold chemical smoke that lacks buoyancy and, therefore, does not rise like the smoke from a fire.
2. The test will be conducted entirely by the Contractor. A copy of the final database software must be presented to the Owner before this test. The software shall be loaded from these disks into the system in the presence of the Owner. The review will then be conducted using this software. Any deficiencies shall be recorded and corrected. After the items have been corrected, the system shall be tested again.
 - a. In the event of malfunctions or excessive nuisance alarms, the Contractor must take prompt corrective action. The Owner may require a repeat of the Contractor's 100% system test, or other inspections.
 - b. Test Report: Upon successful completion of the Inspection and after the correction of all efficiencies, the manufacturer's authorized representative shall issue a test report to the Engineer and Owner, detailing and certifying the test.
 - c. System Acceptance: After successful completion of the Final Inspection and recommendation of the Engineer, the system will be accepted by the Owner. At this time the warranty period begins.

END OF SECTION 283111

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