

**SHARYLAND IND. SCHOOL DISTRICT
HINOJOSA ELEMENTARY HVAC AND
CONTROLS UPGRADE
CSP NO. 07-08-SP09**

MISSION, TEXAS

ARCHITECTS - PLANNERS

Gomez Mendez Saenz, Inc.

CONSULTANTS

Ethos Engineering, LLC

Set No.



GMS ARCHITECTS

Rudy V. Gomez, AIA

REQUEST FOR COMPETITIVE SEALED PROPOSALS

The Board of Trustees of the Shayland Independent School District, Mission, Texas request competitive sealed proposals on:

Sharyland ISD, Hinojosa Elementary HVAC and Controls Upgrade Competitive Sealed Proposal 07-08-SP09

The Board of Trustees, herein after known as "Owner", will receive competitive sealed proposals from qualified proposers until **2:00 PM, Wednesday, October 9, 2019** in the purchasing office of the administrative offices of the Sharyland Independent School District, located at 1200 N. Shary Rd., Mission, Texas 78572, at which time and place proposals will be opened and publicly read aloud in the Ruby room of the administrative offices. Proposals will be received in accordance with the Instructions to Proposers and the Proposal Form. Only a bona fide sealed proposal(s) will be considered at opening time. All proposals received after the stipulated time for bid opening will be returned to the proposer unopened. All prospective proposers that pick up a plan must pay a refundable amount of one hundred dollars \$100.00 payable to Gomez Mendez Saenz, Inc.

The request for competitive sealed proposals that includes construction documents, selection criteria, estimated budget, project scope, schedule and other information that contractors may need in order to respond to the request may be obtained from, or inspected at:

Gomez Mendez Saenz, Inc
1150 Paredes Line Rd.
Brownsville, Texas 78521
956-546-0110

The selection criteria for competitive sealed proposals will be proposed cost and other supporting factors. A pre-proposal conference is scheduled for **10:00 AM on Thursday, October 3, 2019** at the Ruby Room located in the Central Administrative Offices at 1200 N. Shary Rd, Mission, Texas.

All proposals must be accompanied by a cashier's check drawn upon a national or state bank in the amount of five percent (5%) of the total maximum price, payable without recourse to the Owner or a bid bond in the same amount from a reliable surety company, as a guarantee that Proposer will enter into a contract and execute a performance bond within ten (10) days after Notice of Award. The bid security must be enclosed in the envelope with the bid. Proposals without cashier's check or bid bond will not be considered. A payment and performance bond, each in the amount of one hundred percent (100%) of the contract price, will be required of the successful proposer, conditioned on the faithful performance of the contract, payment of all persons supplying labor or furnishing materials, and payment of all liabilities incurred in connection with the work of this contract. Each bond must be supplied in compliance with State law. **Each bond should be valid for one year beyond the date of final acceptance of the complete project.**

Attention of proposer is particularly called to the fact that not less than the federally determined prevailing wage rate, as issued by the US Department of Housing and Urban Development and as set forth in the contract documents, must be paid on this project, and that the contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, marital status, handicap, or national origin.

The District reserves the right to reject any and all proposals, to waive irregularities, formalities, to require financial statements and references, and to accept the bid considered most advantageous to the District. Proposals may be held by the Owner for a period not to exceed ninety (90) calendar days from the date of the opening of proposals, for the purpose of reviewing the proposals and investigating the qualifications of proposers, prior to awarding the contract.

Jesse Salazar



Purchasing Coordinator

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**INSTRUCTIONS FOR COMPETITIVE SEALED PROPOSALS
SHARYLAND IND. SCHOOL DISTRICT HINOJOSA ELEMENTARY HVAC AND
CONTROL UPGRADES - CSP NO 07-08-SP09**

GENERAL

GOMEZ MENDEZ SAENZ, INC. have prepared Construction Documents for the Sharyland Ind. School District Hinojosa Elementary HVAC and Control Upgrades, which is to be located in Mission, Texas.

SCOPE

Work under this contract for base bid, includes HVAC and Control Upgrades as described on plans and specifications.

The work is to be done under one General Construction Contract which will include General, Mechanical, Electrical and Ancillary Construction work complete as required by the Contract Documents.

CONSTRUCTION PROPOSAL DOCUMENTS

Copies of Construction Proposal Documents may be examined at the Architect's Office (1150 Paredes Line Rd., Brownsville, Texas 78521.)

COMPLETE SETS OF CONSTRUCTION PROPOSAL DOCUMENTS (DRAWINGS & SPECIFICATIONS) may be obtained from the Architect upon deposit of ONE HUNDRED DOLLARS (\$100.00) for EACH SET. Such deposits will be refunded in full in event the documents are returned in good condition no later than ten (10) calendar days after the actual Bid Opening Date. If documents are returned in poor condition, cost of reproduction will be deducted from the amount of deposit and the balance will be refunded to the Contractor.

Make Deposit checks payable to: GOMEZ MENDEZ SAENZ, INC. All shipping costs required shall be borne by the Proposer.

No partial sets of Construction Proposal Documents will be issued. Neither the Owner nor Architect assumes responsibility for error or misinterpretations resulting from the use of incomplete construction Proposal Documents for proposal or construction purposes.

The Proposer shall carefully study and compare the Construction Proposal Documents with each other and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

Proposers or Sub-Proposers may make a written request for clarification or interpretation of the Construction Proposal Documents which must reach the Architect at least seven days prior to the date for receipt of Competitive Sealed Proposals.

Clarifications, interpretations and changes of the Construction Proposal Documents will be made only by written Addendum issued by the Architect to each person to whom the Architect has issued Construction Proposal Documents. Proposers shall not rely on clarifications, interpretations and changes made in any other manner.

Requirements of any Addendum issued before Competitive Sealed Proposals are to be received are to be covered in the proposal and, in executing the Contract; the Addenda so issued shall become a part of the Contract Documents.

Established Plan Rooms to which the Architect will issue construction proposal documents include:

AGC OF AMERICA
Rio Grande Valley Chapter
Main Office and Plan Room
6918 W. Expressway 83 (P. O. Box 391-78551)
Harlingen, TX 78520
Phone: (956) 423-4091
Fax: (956) 423-0174

MCGRAW-HILL CONSTRUCTION INFORMATION GROUP
www.dodgeplans.construction.com

SUBSTITUTIONS

The materials, products and equipment described in the Construction Proposal Documents establish a standard of required function, dimension, appearance and quality. Substitutions will be considered or approved prior to receipt of Proposals.

PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled for 10:00 a.m. on Thursday, October 3, 2019 at the Ruby Room located in the Central Administrative Office at 1200 N. Shary Rd., Mission, Texas.

SUBMISSION OF PROPOSAL

Sealed, written Proposals, addressed to Owner, will be received at:

SHARYLAND IND. SCHOOL DISTRICT
PURCHASING DEPARTMENT
1200 NORTH SHARY RD.
MISSION, TEXAS 78572

until 2:00 P.M., Wednesday, October 9, 2019. Any Proposal received after the hour named will be subject to rejection.

Properly identified Proposals will be opened and read aloud at 2:00 p.m. An abstract of the Proposals will be made available to Bidders.

Proposals must be submitted in duplicate on the uniform Proposal forms provided by Architects. Amounts, where indicated, must be stated in figures as well as words.

In case of a difference in written words and figures in a Proposal, the amount stated in written words shall govern.

Mailed proposals shall be addressed to Ismael Gonzalez III, Assistant Superintendent for Business-Finance/Support Services at the above address and shall be clearly marked "HOLD FOR BID OPENING - SHARYLAND IND. SCHOOL DISTRICT HINOJOSA ELEMENTARY HVAC AND CONTROLS UPGRADE CSP NO. 07-08-SP09".

Submit Proposal in an opaque, sealed envelope identified with project name and name of Proposer.

The Proposal must include the legal name of the Proposer and must be signed by a person or persons legally authorized to bind the Proposer to a contract. A Proposal by a corporation shall further include the state of incorporation and have the corporate seal affixed.

No Proposal may be modified after same has been submitted. A Proposal may be withdrawn, however, and resubmitted any time prior to the time set for receipt of the Proposals. Oral, telephonic or telegraphic Proposals and/or modifications will not receive consideration.

Owner reserves the right to reject any and/or all Proposals, to disregard any informality in any proposal and accept the Proposal which, in the Owner's judgment, is in the Owner's own best interest.

Proposals shall be subject to Owner's acceptance for a period of sixty (60) calendar days from date of receipt of Proposals.

BID SECURITY

The Proposers shall deposit with the Proposal a Cashier's or Certified Check or Proposal Bond executed by a satisfactory Surety Company, in amount of FIVE (5%) PERCENT of the amount of the largest possible total proposal, made payable to Owner, guaranteeing that if the work is awarded to the Proposer on the basis of the Proposer Proposal, the Proposer will execute satisfactory Contract and any required Bonds within a period of ten days after Contract is awarded. The Owner may retain the bid security deposit until (a) the Contract and required bonds have been executed, or (b) the specified time has elapsed so that Proposals may be withdrawn, or 8 the Proposal has been rejected.

CONTRACTOR'S QUALIFICATION

Proposers shall submit evidence in the form of a Contractor's Qualification Statement of compliance with the following requirements:

- 1) Proposers shall have a completed two projects of similar scope and complexity within the past two years.
- 2) Proposers shall have an established office in Texas with at least five years of experience.
- 3) Proposers shall be able to execute 15% of the work using their own staff.
- 4) Proposers shall provide financial statements for the last three (3) years.

Proposers shall submit with their Base Proposal in the same envelope a Contractor's Qualification statement, fully executed and indicating compliance with the above qualifications, on an original American Institute of Architects Document A305, 1986 Edition. Photo copies of facsimiles of original forms will not be acceptable.

The Owner will evaluate and consider, in the qualifications and acceptance of the Proposers, all information relevant to his interests and requirements, as provided on the Contractor's Qualifications Statement and any information on past work from references provided therein. The Owner reserves the right to qualify or disqualify any Proposal based on any information provided for Contractor's Qualification, in any names permitted by applicable law.

BONDS REQUIRED

Contractor will be required to provide Performance Bond and Payment Bond, each in the amount of 100% of the Contract Amount, issued by sureties duly authorized and submitted to do business in the State of Texas and licensed by the State of Texas.

PREVAILING WAGES

Contractor will be required to comply with provisions of V.T.C.A., Government Code 2258.001 et. Seq., and rules and regulations promulgated thereunder. The prevailing wage rate schedule will be issued with the Construction Proposal Documents.

EXAMINATION SITE

Proposer will be held responsible to have examined the premises and become familiar with the existing conditions under which the Contractor will be obliged to operate and to have correlated the Proposers personal observations with the requirements of the Contract Documents.

In case Proposer finds any discrepancy between conditions at the site and requirements of these Drawings and Specifications, the Bidder shall so notify the Architect and Architect will issue any required revisions to the Bid Documents by written Addendum as described hereinbefore.

TIME OF COMPLETION

The Contractor will be required to complete all work by _____ calendar days from the date of commencement. Time extensions shall be submitted for review on a monthly basis.

The Work to be performed under this Contract shall be commenced and substantially completed by the date as sated on the Proposal Form, or by such dates thereafter as may be established in any written extensions granted under Article 8 of the General Conditions. The parties hereto agree that time is of the essence of this contract and that the pecuniary damages which would be suffered by the Owner, if the Contractor does not complete all work called for in the contract documents by the specified date, are in their very nature difficult of ascertainment.

It is therefore expressly agreed as part of the consideration inducing the Owner to execute this contract that the Owner may deduct from the final payment made to the Contractor a sum equal to \$1,000.00 per calendar day for each and every day beyond the agreed date which the Contractor is required for Substantial Completion of the Work included in this contract. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages

which will be sustained by the Owner in the event that the Work is not completed with the agreed timely, or within the legally extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damage being caused by additional compensation to personnel, for loss of interest on money and other miscellaneous increased costs, all of which are difficult of exact ascertainment.

Any disruption, all or in part, of Owner's use of the existing facilities or newly completed facilities, unless as agreed to beforehand or as terms of this contract, will also be subject to a sum equal to \$1,000.00 per calendar day for liquidated damages until the said disruption is rectified and use of the facility is returned to the Owner in its previous condition.

Failure to completed and close-out project 30 days after Substantial Completion will result in liquidated damages being assessed in the amount of \$1,000.00 per calendar day until close-out occurs.

SUB-CONTRACTORS & SUPPLIERS

Proposer shall include with his proposal a list of Sub-Contractors and Material Suppliers (per list furnished by Architect) which are proposed to be used on the project. The list shall be plainly identified as to the content, project name and Proposers name.

FORM OF CONTRACT

The Agreement for the Work will be written on Standard Form of Agreement between Owner and Contractor (AIA Document A101, 2017 Edition), and as may be amended.

CONSIDERATION OF PROPOSAL

- A. Properly identified Proposals received on time will be considered.
- B. The Owner shall have the right to reject any or all Proposal and in particular to reject a Proposal not accompanied by any required security bond or data required by the Contract Documents or a Proposal in any way incomplete or irregular.
- C. The Owner shall have the right to waive any formality or irregularity in any proposal received.
- D. If the Owner accepts any Alternates, the Owner shall have the right to accept them in any order or combination.
- E. It is the intent of the Owner to award a contract to the offeror submitting the proposal providing the "best value" to the district, provided the Proposal has been submitted in accordance with the requirements of the Contract Documents, selection criteria and adopted by the Owner.
- F. Award of Contract may include full consideration of Unit Prices and Alternates if any. Owner may accept or reject any or all alternates if any.
- G. The selection of Building Contractors will be based on the enclosed Ranking Criteria.

H. Contractor may provide supplemental information to support selection criteria. The support information will not be disclosed to other offerors.

I. The estimated budget is as follows: \$

LOCATION AND ACCESS TO PREMISES

A. The project site location is 4205 Los Indios Rd., Mission, Texas 78572.

B. The offeror shall have free access to the premises for the purpose of acquainting himself with the conditions, delivering equipment, and performing the work necessary to fulfill the contract. Offeror shall cooperate with the other contractors who may concurrently be working on the premises, integrating his work with that of others, all to the best interest of the total work and its orderly completion.

STATE SALES TAX

A. This project is exempt from state taxes. A sales tax exemption certificate may be obtained from the State Comptroller.

END OF SECTION

AIA[®] Document A701[™] – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

Sharyland Ind. School District
Hinojosa Elementary HVAC and Controls Upgrade
Mission, Texas

THE OWNER:

(Name, legal status and address)

Sharyland Ind. School District
1106 N. Shary Rd.
Mission, TX 78572

THE ARCHITECT:

(Name, legal status and address)

Gomez Mendez Saenz, Inc.
1150 Paredes Line Rd.
Brownsville, Texas 78521

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

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

SUPPLEMENT TO INSTRUCTION TO BIDDERS (A701)

ADD TO ART. 3.1.1 TWO (2) COMPLETE SETS OF BID DOCUMENTS (DRAWINGS & SPECIFICATIONS) may be obtained from the Architects by PRIME BIDDERS. Additional full sets (if available) may be obtained by bonafide Bidders and Suppliers or Sub-Contract Bidders upon receipt of actual cost of printing which shall not be refunded.

ADD ART. 3.2.1.1 EXAMINATION OF SITE

Bidder will be held responsible to have examined the premises and become familiar with the existing conditions under which the Contractor will be obliged to operate and that will in any manner affect the work under this Contract. Should an error in the Drawings or specifications become known to the Bidder, he shall so notify the Architect, in writing before opening of bids and Architect will issue any required revisions to the Bid Documents by written Addendum as described herein before.

ADD ART. 3.2.4.1 In the event of a conflict between the plans and specifications, which is not resolved by addenda, the bidder is to bid the most expensive item.

ADD ART. 3.2.5 No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

ADD ART. 3.4.5 Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted or compliance with all items covered in the addendum. All addenda so issued shall become part of the contract documents.

ADD TO ART. 4.1.1 Submit Bid (in triplicate) on the uniform Bid forms prepared by Architects. Amounts, where indicated, must be stated in figures as well as words; and Bids must be signed by Bidder, with the full name if an individual; and the Corporate name with the name of the Executive Officer, attested by the Secretary, if a Corporation; and with the firm name and by at least one of the partners if a Partnership.

ADD ART. 4.1.8 Submit name of Job Superintendent that will undertake the project and his/her qualifications.

ADD TO ART. 4.2.1 All proposals shall be accompanied by cashier or certified check or bidder's bond in the amount of five percent (5%) payable to the Owner without recourse to the Owner. Bids without check or bid bond inadequate amounts will not be considered.

ADD ART. 4.3.5 In case of a difference in written words and figures in a Bid, the amount stated in written words shall govern.

ADD ART. 6.1.2 Qualification of Bidder: The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

ADD ART. 6.1.3 The successful bidder shall submit with his performance and payment bonds a list of all subcontractors and the name of the Job Superintendent and his qualifications.

ADD TO ART. 6.2 Subcontracts: The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner and to the Architect.

ADD TO ART. 7.1.1. SECURITY - Acceptable security of 5% and construction security of 100% is required as per Instructions to Bidders. To be acceptable to the Owner, Bidders Bonds shall be from a surety listed in the latest Department of Treasury, Dept. Circular 570; 2019 Revision; listing COMPANIES HOLDING CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETIES ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANIES, effective July 1, 2019. A copy of this Federal Register is on hand in the Architect's Office and may be inspected upon request.

"In the event the listed bonding company is not listed in the latest Dept. Circular 570; 2019 Revision as an acceptable surety, the following should be supplied:

The Company shall supply a certificate from the State Board of Insurance which states the amount of the allowed capital and surplus as of the date of the last annual statutory financial statement for the surety company for the bond for each bidder.

In the event the amount of the bond is in excess of 10% of the surety company's capital and surplus, the surety company is to provide written certification from the State Board of Insurance that the surety company has reinsured the portion of the risk that exceeds 10% of the surety company's capital and surplus with one or more reinsurers who are duly authorized, accredited, or trustee to do business in the state. The certification shall further provide that the reinsurers in question are indeed authorized, accredited, and trustee to do business in this state."

ADD TO ART. 8.1.1 The successful bidder must furnish performance and payment bonds upon the forms which are attached hereto in the amount of 100% of the contract price from an approved surety company holding a permit from the State of Texas to act as surety (and acceptable according to the latest list of companies holding certificates of authority from the Secretary of Treasury of the United States) or other surety or sureties acceptable to the Owner.

ADD TO ART. 9.1 NOTICE OF SPECIAL CONDITIONS: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- A. Inspection and testing of materials
- B. Insurance requirements
- C. Stated Allowances
- D. Coordination of work by others
- E. Coordination of work site with others.

BID PROPOSAL FORM
(GENERAL CONTRACT)

Project: Sharyland Ind. School District Hinojosa Elementary HVAC and Controls Upgrades
CSP No. 07-08-SP09
Place: Sharyland Ind. School District, Purchasing Department, 1200 N. Shary Rd., Mission, Texas
Date: October 9, 2019
Time: 2:00 p.m.

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents, prepared by Gomez Mendez Saenz, Inc. relating to the above referenced project, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda, thereto, including furnishing of any and all labor and materials for all General Construction and Site Work, for the following sum of money:

A: BASE BID: All labor, materials, services and equipment, necessary for all HVAC and controls replacement work shown on drawings and specification. Controls by ALC. _____
_____ DOLLARS (\$ _____)

B: ADD ALTERNATES:
All labor, materials, services and equipment, necessary for completion of the work shown on the drawings and in the specifications.

Alternate #1: Controls by Trane: _____
_____ DOLLARS (\$ _____)

Alternate #2: Extended warranty and maintenance contract for DOAS units: _____
_____ DOLLARS (\$ _____)

Alternate #3: Test and Balance Additional Services: Provide services of TAB firm on VAV boxes to calibrate terminal boxes. Existing airflow rings are to be reused. Provide report to engineer and Owner listing all rings that are non-functional or that cannot read airflow accurately. Coordinate with Controls Contractor for setting of control system parameters to obtain design airflows: _____
_____ DOLLARS (\$ _____)

C: UNIT PRICES: N/A
All labor, materials, services and equipment, necessary for completion of the work shown on the drawings and in the specifications.

2. If awarded this Contract the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and proof of insurance coverage, with the Owner for the entire work as per the Contract Documents within 10 days after notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of Thirty (30) days from the above date.

3. The Contractor will be required _____ calendar days to complete all the work. Time extensions shall be submitted for review on a monthly basis.

4. Enclosed is a Certified Check or Bidders Bond in the amount of \$ _____ in compliance with the specification requirements. (5% of the highest amount bid).

The above check or Bidders Bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

5. The undersigned agrees to the following:

- A. To furnish all materials as shown and specified in the plans and specifications.
- B. To start work 10 days after notice of award of contract.
- C. To work _____ working days per week.

6. The full amount of all allowances as specified in the General Requirements, Division 1, of the specifications, in the Base Proposal price shown.

7. Receipt is acknowledged of the following addendas:

| | | | |
|-----|-------|-----|-------|
| No. | Dated | No. | Dated |
| No. | Dated | No. | Dated |

8. Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

9. By signing, bidder acknowledges that **ALL ALLOWANCES** have been included in the Base Bid.

Respectfully submitted,

CONTRACTOR

(SEAL: - if Bid is by a Corporation)

Signature: _____

Printed Name, Title: _____

Address: _____
Street or Box City State Zip

Telephone: (____) _____

Fax: (____) _____

FILL IN APPLICABLE INFORMATION:

A CORPORATION, Chartered in the STATE of _____, authorized to do business in the State of TEXAS

A PARTNERSHIP composed of: _____

AN INDIVIDUAL, operating under the name of: _____

SHARYLAND INDEPENDENT SCHOOL DISTRICT

EVALUATION & SELECTION CRITERIA FOR COMPETITIVE SEALED PROPOSALS

ITEM: CSP: 1920-5 Sharyland ISD HVAC and Controls Upgrades at Hinojosa Elementary

BACKGROUND: The Sharyland Independent School District Board of Trustees has authorized the District to solicit for a qualified Contractor for the construction of the project(s) identified above through Competitive Sealed Proposals (CSP) as opposed to Competitive Bids. Unlike Competitive Bids, CSP allows the District to base its selection or award on a combination of price and other factors that the District determines provides the best value to the District.

The Sharyland I. S. D. Board of Trustees has set forth, as mandated by Senate Bill 669, an Evaluation and Selection Committee consisting of the Board of Trustees Facilities Committee and appointed administrative staff.

The Evaluation and Selection Committee will evaluate, rank and publish said ranking once it has been completed. The evaluation and selection criteria as outlined below, has been approved by the Sharyland. I.S. D.'s Board. Once the Sharyland ISD Board of Trustees approves the ranking, the District Evaluation and Selection Committee will then proceed to negotiate a contract with the highest-ranking Offeror as set forth below.

PROCESS: All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposal, the name of the Project and the time of the deadline for submission. Proposals shall be opened at the time specified. All Offerors shall be invited to attend the proposal opening. Changes in the content of a proposal, and in prices submitted, may be negotiated after the proposals are opened.

The District may discuss proposals with Offerors after proposals have been opened to allow for clarification and changes. The District shall take adequate precautions to ensure that information from competing proposals is not disclosed to other Offerors.

SELECTION: The District Evaluation and Selection Committee shall select the Offeror that offers the best value to the District based on the published evaluation and selection criteria and on its ranking outcome.

The District's selected representative of the Evaluation and Selection Committee or a pre-determined representative of the District may discuss with the selected Offeror options for cost reduction. If the District is unable to reach a contract agreement with the selected Offeror, the District shall terminate all negotiations and proceed to the next Offeror in the order of the ranking until a contract agreement is reached or all proposals are rejected. When negotiations are unsuccessful, the District will notify said Offeror that negotiations have been terminated prior to proceeding to negotiate with the next highest Offeror. The District will continue this process until a contract has been reached. The District reserves the right to exclude firms failing to achieve a minimum total score from any further consideration for negotiation. Upon negotiation of a successful contract the committee will present such evidence of findings to the Board. The Board of Trustees will retain the right to award a contract or reject all sealed proposals in their entirety.

BEST VALUE DETERMINATION: In determining best value for the District, the District is not restricted to consider price alone, but may consider any other factor stated in the Evaluation and Selection Criteria. The Criteria used may include but is not limited to purchase price, qualifications and reputation, quality of work, company reputation, past experience with Sharyland ISD, construction experience, personnel and workforce, current work load, and financial stability.

RECOMMENDATION: The Board of Trustees authorizes Administration to negotiate with Proposers in the order ranked through the selection process.

OBJECTIVE: Provide options to the Board of Trustees by negotiating the purchase price with the Proposers through proposed cost reductions and to discuss the alternatives that are selected by the Board of Trustees, if any.

SHARYLAND INDEPENDENT SCHOOL DISTRICT

EVALUATION & SELECTION CRITERIA FOR COMPETITIVE SEALED PROPOSALS

SELECTION CRITERIA AND RANKING: The selection of Proposer will be based on the following Evaluation and Selection Criteria. The District retains the right to apply all criteria as appropriate and allowed in Educational Code 44.035), including but not limited to, as provided by Section 44.031 (b) Part (8), other relevant factors that a private business entity would consider. The District specifically requests that Contractors answer or provide the information to **all** of the following Evaluation and Selection Criteria.

Questions or sections left unanswered will result in zero (0) points awarded for the respective item.

| Criteria | Weight |
|---|--------------------|
| Price | 50 Points |
| Reputation of the vendor and of the vendor’s goods and services | 10 Points |
| Quality of the vendor’s goods or services | 10 Points |
| Extent to which the goods or services meet the district’s needs | 10 Points |
| Vendor’s past relationship with the district and/or other School District’s | 6 Points |
| Impact on the ability of the district comply with law and rules related to HUB | 2 Points |
| Total long-term cost to the district to acquire the vendor’s goods or services | 6 points |
| Any other relevant factor specifically listed in the request for bids or proposal | <u>6 Points</u> |
| The total possible points that can be awarded for a proposal will be | 100 points. |

PROPOSALS SHALL INCLUDE THE FOLLOWING INFORMATION AND AS FURTHER DESCRIBED IN THE ATTACHED TABLE:

PURCHASE PRICE WEIGHTED SCORE: The lowest purchase price will receive the maximum number of points (50). The purchase price of Proposers that are higher than the lowest price will be calculated using the following weighted formula:

$$\text{WEIGHTED SCORE} = \text{Lowest Purchase Price} / \text{Purchase Price Being Scored} \times \text{Maximum Points}$$

CONSTRUCTION EXPERIENCE AND PERFORMANCE: In order to get points relating to construction experience and performance, the offeror must submit the following information:

How long has your firm been in business?

How long has your firm been doing business in South Texas?

What is your firm’s physical address?

How many projects has your firm worked on and completed? Please list in chronological sequence, beginning with the most recent.

List the project constructed of similar size, type, and complexity to this particular project.

Please list in chronological sequence, beginning with the most recent.

What Job Superintendent and Project Manager do you anticipate will be working on this particular project. Submit resumes of these key individuals with emphasis on job knowledge and experience. If you are not sure, list two or three potential job superintendents or project managers who will be in charge of this project, with corresponding resumes.

Provide a list of subcontractors to be used on this project. If not sure on certain trades, please list potential alternate subcontractors.

Provide statement of firm’s safety record and/or history.

SHARYLAND INDEPENDENT SCHOOL DISTRICT

EVALUATION & SELECTION CRITERIA FOR COMPETITIVE SEALED PROPOSALS

PLEASE PROVIDE A MINIMUM OF TWO LETTERS OF REFERENCED FORM ABOVE LISTED PROJECT OWNERS ADDRESSING THE FOLLOWING AREAS:

What was the quality of work provided by the contractor?

How well did the contractor respond to warranty items relating to response time and quality of work?

How timely did the contractor submit all warranty operation manual documents, and all other related close out documents?

Was the contractor on time in finishing your project as originally projected?

Did the contractor finish punch list items in a reasonable time period?

Did you or have your received any Notice of Liens for non-payment from sub-contractors and/or material suppliers on any of your projects with this particular general contractor?

Was the contractor cooperative and professional in addressing construction issues, such as design conflicts, quality of work, and in resolving other related construction issues?

Was the contractor ever confrontational, defensive, non-responsive, argumentative, disrespectful, during the duration of the construction project?

How well did the contractor respond to change order requests, and were the proposed prices fair and reasonable?

Did the contractor hold monthly meetings and documents said meetings with appropriate minutes or construction reports?

How well did the contractor work with consulting architects and/or engineers?

FINANCIAL INFORMATION:

Provide one or more letter of reference(s) from a bank(s) with regards to company's financial standing and strength.

Is your Bid Bond Company a U.S. listed Treasury Bonding Company? If a cashier's check is submitted in lieu of a bid bond, disregard this question.

Will your Bid Bond Company be the same for your Performance and Payment Bonds, if you are awarded the project? If not, please list the Performance and Payment Bond company to be used, and are they U.S. Treasury Listed. The bond companies are not required to be federally or state treasury listed, however, utilizing unlisted bond companies will result in substantially lower scores.

Provide a statement attesting if your firm is a sole proprietorship, partnership, Limited Corporation, or Corporation, and provide a statement attesting if any individual owners of the firm have ever filed for bankruptcy.

Provide an Audited Financial Statement by a CPA firm licensed to conduct business in the State of Texas.

A Review Audited Financial Statement may be submitted but will result in some deduction of points.

A Compilation Financial Report will result in zero points.

If your firm has submitted a financial statement to the district on a prior project and it is not more than a year old, the district may accept and utilize that same financial statement on any new project for evaluation and ranking purposes. If the district considers your prior submitted financial statements as outdated and not recent, then the district will require that new financial statements be submitted in order to be evaluated and ranked.

Notification of Criminal History of Contractor

In accordance with Section 44.034, of the Texas Education Code, a person of business entity that enters into a contract with a school district must give advance notice to the district if the person or any owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

SHARYLAND INDEPENDENT SCHOOL DISTRICT

EVALUATION & SELECTION CRITERIA FOR COMPETITIVE SEALED PROPOSALS

This section does not apply to a publicly held corporation (Section 44.034.(c)). If your firm is incorporated, please submit an attested written document stating that the offering firm is a publicly held corporation, legitimately conducting business in the State of Texas.

Ranking Sheet

Form shall be used as the scoring sheet to score the contractors bids, proposals and/or request for qualifications. In the event of a tie or ties, the tie breaker shall be in the favor of the offeror which submitted the lowest price. The alternates shall be sued in addition to the base price only if the base price plus the alternate(s) price fall within the project budget. Negotiations on price shall not be allowed until after the district has selected the offeror which is the highest ranked and provides the “best value” to the district, in accordance with the rules and procedures set herein.

| Description | Points |
|--|-----------|
| A. Price | 50 |
| 1. Business Experience, Location, South Texas Experience, Project Management and Superintendent Experience | |
| 2. Reputation in Experience of building project of Similar Size, Type & Complexity | |
| B. Reputation of the vendor and of the vendor's goods and services | 10 |
| 1. Business Experience, Location, South Texas Experience, Project Management and Superintendent Experience | |
| 2. Reputation in Experience of building project of Similar Size, Type & Complexity | |
| C. Quality of the vendor's goods or services | 10 |
| 1. Quality Experience in building project of Similar Size, Type & Complexity | |
| 2. Quality Experience in School District Construction | |
| D. Extent to which the goods or services meet the district's needs | 10 |
| 1. Strength and Experience Personnel | |
| 2. Strength and Experience Subcontractors Used | |
| 3. Quality of Work/Documentation of Meetings | |
| 4. History of meeting deadlines | |
| 5. Closing out Projects | |
| 6. Payment of Bills | |
| 7. Professionalism and Conflict Resolution | |
| 8. Change Order Processing | |
| 9. Safety Record | |
| E. Vendor's past relationship with the district and/or Other School District's | 6 |
| 1. Quality of Work/Documentation of Meetings | |

SHARYLAND INDEPENDENT SCHOOL DISTRICT

EVALUATION & SELECTION CRITERIA FOR COMPETITIVE SEALED PROPOSALS

| | |
|---|------------|
| 2. Strength and Experience Subcontractors Used | |
| 3. History of meeting deadlines | |
| 4. Closing out Project | |
| 5. Payment of Bills | |
| 6. Professionalism and Conflict Resolution | |
| 7. Change Order Processing | |
| 8. Safety Record | |
| F. Impact on the ability of the district to comply with law and rules related to historically underutilized businesses | 2 |
| 1. Small Hispanic Sub-Contractors or Women Owned Sub-Contractors | |
| G. Total long-term cost to the district to acquire the vendor's goods or services | 6 |
| 1. Cost Experience | |
| 2. History of Change Orders | |
| 3. Stay Within Budget | |
| 4. Planning | |
| H. Any other relevant factor specifically listed in the request for bids or proposals | 6 |
| 1. Financial Statements-Independent Audited Financial Statements, Review Audit, or Compilation Report Bank Reference(s) | |
| 2. Treasury Listed Bond, Federal, or State or unlisted Bond Co., Bonding Capacity | |
| 3. Bankruptcy History, Litigation History, Lawsuit History (Company or Owner), Criminal History | |
| 4. Firm Stability | |
| 5. Warranty Issues | |
| 6. Sues Filed or Pending | |
| 7. Arbitration | |
| 8. Claims Outstanding | |
| Total of Points Scored | 100 |

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

SHARYLAND INDEPENDENT SCHOOL DISTRICT

DEPARTMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION

SECTION 1 – CERTIFICATION REGARDING DEPARTMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549. Debarment and Suspension 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before completing certification, read attached instructions).

1. The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in the certifications, such prospective participant shall attach an explanation of this proposal.

SECTION 2 – APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding and the extension, continuation, renewal, amendment, or modification of a Federal contract grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

SECTION 3 – COMPLIANCE CERTIFICATION TO EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(1) Protection Agency Assistant Administrator for the Enforcement.

Organization Name

PR/Award Number or Project Name

Name

Title

Signature

Date

FELONY CONVICTION NOTICE FORM

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____
(attach additional sheet if necessary)

Details of Conviction(s): _____
(attach additional sheet if necessary)

Signature of Company Official: _____



SHARYLAND INDEPENDENT SCHOOL DISTRICT

1200 N. Shary Road, Mission, Texas 78572

www.sharylandisd.org

Phone: (956) 580-5200

CONTRACT CERTIFICATION FORM

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify that fact to the District. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state; or (d) the conviction of a felony or misdemeanor that would disqualify a person from obtaining certification as an educator under Texas Education Code 21.060.

On behalf of _____ (“Contractor”), I, the undersigned authorized signatory for the Contractor, certify to _____ Independent School District (“District”) that [check one]:

None of Contractor’s employees are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Contractor’s are covered employees. If this box is selected, I further certify that:

- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

- (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.
- (3) Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

I also certify to the District on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code chapter 22.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Company Name

Date

Company Address

City, State and Zip Code

Phone Number

Email

Submitters Name

Signature



SHARYLAND INDEPENDENT SCHOOL DISTRICT

1200 N. Shary Road, Mission, Texas 78572

www.sharylandisd.org

Phone: (956) 580-5200

SUBCONTRACTOR CERTIFICATION FORM

Introduction: Texas Education Code Chapter 22 requires service subcontractors to obtain criminal history record information regarding covered employees and to certify that fact to the District. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All employees of a subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state; or (d) the conviction of a felony or misdemeanor that would disqualify a person from obtaining certification as an educator under Texas Education Code 21.060. This same standard applies to employee of subcontractors.

Subcontractor has entered into a contact with _____ (“Contractor”) to provide services in connection with the contract between _____ Independent School District (“District”) and Contractor. On behalf of _____ (“Subcontractor”), I, the authorized signatory for Subcontractor, certify to the District and Contractor that [check one]:

[] None of Subcontractor’s employees are covered employees, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

[] Some or all of Subcontractor’s are covered employees. If this box is selected, I further certify that:

- (1) Subcontractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Subcontractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

- (2) If Subcontractor receives information that a covered employee has a disqualifying conviction, subcontractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.
- (3) Upon request, Subcontractor will make available for the District’s inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

If the District objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

I also certify to the District and Contractor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with Texas Education Code chapter 22.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Company Name

Date

Company Address

City, State and Zip Code

Phone Number

Email

Submitters Name

Signature

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|-------------------------------|---|---------------------------------------|--------------|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

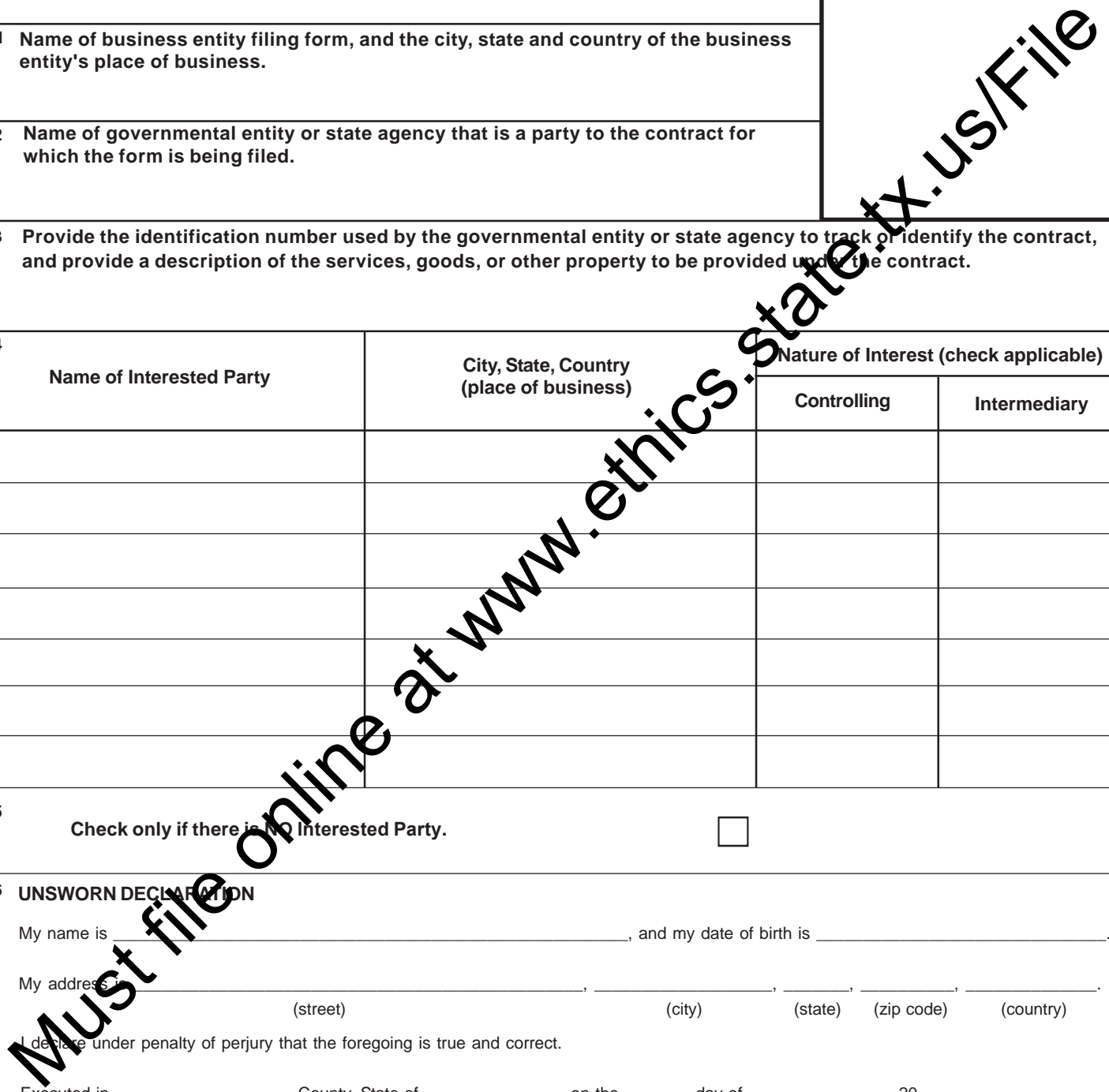
My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY



House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

Non-Collusion Statement & Signature Sheet

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business or any individual affiliated with the Sharyland ISD, prior to the official opening of this proposal. Failure to observe this procedure may be cause for rejection of this proposal.

I, _____, have read the standard terms and conditions
(Print/type Name of Company Officer)

I fully understand them, and will fully execute them if I am awarded this proposal.
I fully understand the proposal specifications.

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: () _____ Fax Number: () _____ E-Mail: _____

Signature Date

Printed Name Title

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

| | | |
|--|---|--|
| Print or type. See Specific Instructions on page 3. | <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p> |
| | <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> | <p>Requester's name and address (optional)</p> <hr/> |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|---|--|--|--|--|
| Social security number | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | - | | | - | | | | |
| or | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends or distributions)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS

PROJECT: SHARYLAND ISD HINOJOSA ELEMENTARY HVAC AND CONTROLS UPGRADE CSP NO. 07-08-SP09

BIDDER: _____

DATE: _____

ITEM NAME OF SUB-CONTRACTOR/SUPPLIER
(As applicable)

| | |
|---|-------|
| PERFORMANCE-PAYMENT BONDS | _____ |
| EARTHWORK | _____ |
| IRRIGATION | _____ |
| LANDSCAPING | _____ |
| TERMITE CONTROL | _____ |
| CONCRETE WALKS, CURBS AND PAVING | _____ |
| METAL CANOPIES | _____ |
| CONCRETE (CAST-IN-PLACE) | _____ |
| UNIT MASONRY | _____ |
| STONework | _____ |
| STRUCTURAL STEEL | _____ |
| STEEL JOISTS | _____ |
| STEEL DECKING | _____ |
| LIGHTGAUGE METAL FRAMING | _____ |
| METAL FABRICATIONS | _____ |
| ROUGH CARPENTRY | _____ |
| ARCHITECTURAL WOOD WORK | _____ |
| BITUMINOUS WATERPROOFING | _____ |
| INSULATION | _____ |
| MODIFIED BITUMINOUS ROOFING SYSTEM | _____ |
| FLASHING & SHEET METAL | _____ |
| PREFORMED METAL ROOFING | _____ |
| JOINT SEALERS | _____ |
| STEEL DOORS | _____ |
| FLUSH WOOD DOORS | _____ |
| ALUMINUM DOORS & FRAMES | _____ |
| FINISH HARDWARE | _____ |
| GLAZED ALUMINUM CURTAIN WALL | _____ |
| GLASS & GLAZING | _____ |
| ACCESS DOORS | _____ |
| OVERHEAD GRILLE DOORS | _____ |
| LATH & PLASTER | _____ |
| GYPSUM DRYWALL | _____ |
| TILE | _____ |
| ACOUSTIC CEILINGS | _____ |
| RESILIENT FLOORING | _____ |
| CARPETING | _____ |
| PAINTING | _____ |
| TOILET PARTITIONS | _____ |
| MOBILE STORAGE SHELVING | _____ |
| DIVISION 10 SPECIALTIES | _____ |
| DIVISION 11 - EQUIPMENT | _____ |
| AUDITORIUM SEATING | _____ |
| DIVISION 15 | |
| HVAC SUBCONTRACTOR | _____ |
| HVAC EQUIPMENT | _____ |
| HVAC CONTROLS | _____ |
| PLUMBING SUBCONTRACTOR | _____ |
| DIVISION 16 | |
| ELECTRICAL SUBCONTRACTOR | _____ |
| FIRE ALARM, INTERCOM, INT DET SUBCONTRACTOR | _____ |

AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Sharyland Ind. School District
Hinojosa Elementary HVAC and Controls Upgrade
Mission, Texas

THE OWNER:

(Name, legal status and address)

Sharyland Ind. School District
1106 N. Shary Rd.
Mission, TX 78572

THE ARCHITECT:

(Name, legal status and address)

Gomez Mendez Saenz, Inc.
1150 Paredes Line Rd.
Brownsville, Texas 78521

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

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- 13 MISCELLANEOUS PROVISIONS
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Init.

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User Notes:

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15 CLAIMS AND DISPUTES

Init.
/

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User Notes:

(3B9ADA56)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the ~~Agreement~~ Agreement, as amended, between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, ~~Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, as amended, Conditions of the Contract, as amended, (General, Supplementary and other Conditions),~~ all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement, as amended, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. ~~Unless specifically enumerated in~~

~~the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.~~

§ 1.1.1.1 The Agreement, as amended, represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of the Agreement shall be valid, binding, and enforceable only if signed by Contractor and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement, as amended, shall take precedence over terms and conditions contained in the General Conditions, as amended, and the terms and conditions in the General Conditions, as amended, shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein. Any reference to any Contract Document shall mean the document as amended and/or supplemented for this Project.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The ~~Contract represents~~ Contract, as amended, represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a ~~Modification.~~ written Modification signed by Contractor, approved by Owner's Board of Trustees, and signed by the representative of Owner's Board of Trustees who is authorized to sign contracts. As a material consideration for the making of the Contract, modifications to the Contract shall not be construed against the maker of said modifications. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. ~~The Architect shall, however,~~

~~be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.~~

§ 1.1.2.1 To be effective, all Contract Documents requiring signatures must be signed first by the Contractor and then by the Owner's authorized representative, after approval by Owner's Board of Trustees. If an approved Contract Document requiring signature has not been signed, then the missing signature shall be provided within a reasonable period of time. Failure to sign an approved Contract Document after notice and a reasonable opportunity to sign shall be considered a material breach of the Contract.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work includes all of Contractor's responsibilities as to all labor, parts, supplies, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and the Construction Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents and the Construction Documents. "Construction Documents" means: all Drawings, specifications, submittals, transmittals.

deliverables, instructions to Contractors and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1036 and the standards set forth in Section 2.1.4 of AIA Document B201-2007, as amended. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, and are free from material defects or omissions. The Construction Documents shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of construction documents.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 ~~Instruments of Service~~ Construction Documents

~~Instruments of Service~~ Construction Documents are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. ~~Instruments of Service~~ Construction Documents may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 ~~Initial Decision Maker~~ Project Manual

~~The Initial Decision Maker~~ is Project Manual is a volume assembled for the Work which includes the bidding or proposal requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.9 Project Manual Addenda

~~the person identified in the Agreement~~ Project Manual Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding or proposal documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Agreement is executed. The Contractor and subcontractors shall include all addenda items on their copies of the Drawings and Specifications.

~~to render initial decisions on Claims in accordance~~ The following definitions apply to parties named in the Contract Documents:

Owner: _____

Architect: _____

Contractor: _____

All references to "Contractor" shall include "Construction Manager at Risk" as appropriate.

Program Manager: _____

with Section 15.2.

The Owner may retain Program Manager(s) to carry out some of the functions of the administration of the Owner's construction program. The Contractor, Architect, and Program Manager (when applicable) shall cooperate with each other in the performance of their respective functions. The management and reporting systems used by the Owner and/or Program Manager, including the assignment of the Program Manager, may be changed by Owner during the Project.

The Initial Decision Maker shall § 1.1.10 Approved, Approved Equal, Approved Equivalents, or Equal
The terms "Approved" and "Approved Equal" relate to the substitution of materials, equipment, or procedure in writing by the Architect prior to receipt of bids.

§ 1.1.11 Abbreviations

AIA: American Institute of Architects

AIEE: American Institute of Electrical Engineers

ACI: American Concrete Institute

ASHERA: Asbestos Hazardous Emergency Response Act

AISI: American Iron and Steel Institute

AISC: American Institute of Steel Construction

ANSI: American National Standards Institute

ASA: American Standards Association

ASTM: American Society of Testing Materials

AWSC: American Welding Society Code

CERCLA: Comprehensive Environmental Response, Compensation, and Liability Act

EPA: Environmental Protection Agency

FS: Federal Specification

NES: National Electrical Code

not show partiality

to-NIC: Not in Contract. Indicates work not to be done by this Contractor under this Agreement

OSHA: Occupational Safety and Health Administration

SPR: Simplified Practice Recommendation

TAS: Texas Accessibility Standards

UL: Underwriters Laboratories, Inc.

§ 1.1.12 Miscellaneous Other Words

§ 1.1.12.1 Business Day

the Owner or Contractor

The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state or local days specified in the calendar approved by the Owner's Board of Trustees on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or other special events.

§ 1.1.12.2 Calendar Day

init.

A calendar day is a day on the Gregorian Calendar. The Contract Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

§ 1.1.12.3 Holidays

Owner-approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.12.4 Work Day

Work days are all calendar days except Holidays.

§ 1.1.12.5 Anticipated Weather Days

shall not be liable for results

An allowance of regular Work Days, established as anticipated Work Days lost due to weather delays; said allowance shall be included in Contractor's proposed completion time. Only lost weather days in excess of Anticipated Weather Days shall be considered by Owner for time extensions based upon weather. Section 15.1.5.3 lists required Anticipated Weather Days.

§ 1.1.13 Contract Sum

of interpretations or decisions rendered in good faith.

"Contract Sum" shall have the same meaning as in Section 5.1 of the Agreement (A133-2009), as amended for the Project, when the Project is a Construction Manager at Risk Project, and the same meaning as in Section 4.1 of the Agreement (A101-2017), as amended for the Project, otherwise.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have estimated the Work on the basis of the greater quantity or better quality, or the most stringent requirement, unless he shall have obtained an interpretation in writing from the Architect as to what shall govern before the submission of his Proposal. The Architect, in case of such conflict, may interpret or construe the documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interest of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 Relation of Specifications and Drawings

General Requirements in the Specifications govern the execution of all Specifications. Summary paragraphs present a brief indication of the Work, but do not limit the Work as later detailed. The Drawings and Specifications are correlative and have equal authority and priority. Should the Drawings and Specifications have internal inconsistencies, then the Contractor shall base the bids and construction on the most expensive combination of quality and quantity of work indicated. For purposes of construction, the Architect shall determine the appropriate Work, after the Contract

or brings the inconsistency to the Architect's attention. Failure to report an inconsistency shall be evidence that Contractor has elected to proceed in the more expensive manner.

§ 1.2.5 Materials, Equipment and Processes

Exact location and arrangement of the various pieces of equipment specified shall be determined with the approval of the Architect after equipment has been selected and/or as the Work progresses. All equipment shall, insofar as possible, be installed in such a manner as will not interfere with architectural or structural portions of the building. Should changes become necessary because of a failure of the Contractor to comply with the bidding instructions which result in equipment requiring area not shown on the Construction Documents, the Contractor shall be fully responsible for completing any required modifications or eliminating any interferences. Where in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are specified, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless the Architect has specifically accepted such substitution for use on this Project. When more than one material, process, or brand is specified for a particular item of Work, the choice shall be the Contractor's. The final selection of color and pattern will be made by the Owner from the range available within the option selected by the Contractor, unless the item is specified to match a specific color or sample furnished. Where particular items are specified, products of those named manufacturers are required unless Contractor submits for consideration proposed substitutions of materials, equipment or processes from those set out in the Contract Documents. Submittals of proposed substitutions should contain sufficient information to allow the Architect and Owner to determine if the proposed substitution is in fact equal to or better than the requirements in the Contract Documents. The Architect shall review and respond to proposed substitutions within fifteen (15) days of receipt. Contractor shall bear all risk caused by submitting substitutions, including all costs. The Owner may approve substitutions only when the substitution is clearly provided by the Contract to be equal in performance characteristics to the requirements of the Contractor Documents, equally compatible with the existing installations and complementary to the architectural design for the Work. Certain specified construction and equipment details may not be regularly included as part of the named manufacturer's standard catalog equipment, but shall be obtained by the Contractor from the manufacturer as required for the proper evaluation and/or functioning of the equipment. Reasonable minor variations in equipment are expected and will be acceptable, if approved by the Architect and Owner, however, indicated and specified performance and material requirements are the minimum. The Owner and the Architect reserve the right to determine the equality of equipment and materials that deviate from any of the indicated and specified requirements.

§ 1.2.6 Standards and Requirements

When the Contract Documents refer to standards, building codes, manufacturers' instructions, or other documents, unless otherwise specified, then the current edition as of the date of execution of the Agreement by the last party to execute said Agreement shall apply. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement and until Final Completion, pursuant to the terms of the Agreement between Owner and Architect. Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

These Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code § 2269.054.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service Construction Documents

~~§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common-law, statutory, and other reserved rights in their Instruments of Service, including copyrights.~~

All ownership rights, whether common law, statutory, or other reserved rights, including copyright ownership of the Construction Documents, are controlled by the Agreement between the Owner and the Architect.. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service-Construction Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' any reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized-granted a limited license to use and reproduce the Instruments of Service-Construction Documents provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service-Construction Documents. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service-Construction Documents on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants. copyright holder. All copies of the Construction Documents, except the Contractor's record set, shall be returned or suitably accounted for to the copyright holder upon completion of the Work.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party given notice, or if sent by electronic facsimile transmission, to the last business number known to the party giving notice, with electronic confirmation of receipt; or, if sent by electronic mail, to the email address of the Owner's designated representative, with electronic confirmation of receipt.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service-Construction Documents or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, independent school district identified in the Contract Documents. The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the scope of Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed

Maximum Price, or agree to an extension to the date of Substantial or Final Completion. The Board will act as soon as reasonably possible to avoid undue delays. The Board designates authorized representatives to act on its behalf for day-to-day operations under the Contract. Unless otherwise designated in the Contract Documents, Owner's authorized representative shall be the Superintendent of Schools, who may delegate responsibilities as appropriate. Owner's Board of Trustees hereby delegates to the Superintendent of Schools or designee the authority to approve changes to the Work where such changes are within the Owner's contingency or the Contractor's contingency, and which do not exceed \$, or will not increase the dates for Substantial or Final Completion by more than () days. Any such change shall be confirmed in writing between the Contractor and Owner's Superintendent or designee, and notice of such approved changes shall be given to the Board at its next regular meeting. Except as otherwise provided in the Contract Documents, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

Neither Architect nor Contractor may rely upon the direction of any employee of Owner who has not been designated in writing by the Superintendent or Board of Trustees; Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized person

~~§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

It shall be distinctly understood that by virtue of this Contract, no mechanic, contractor, material person, artisan, or laborer, skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the buildings or any of the improvements of whatsoever nature or kind so erected or to be erected by virtue of this Contract or upon any of the land on which said buildings or any of the improvements are so erected, built, or situated, such property belonging to a political subdivision of the State of Texas. It shall be further understood that this Contract is not written for the benefit of third parties.

§ 2.2 Evidence of the Owner's Financial Arrangements

~~§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~

2.1.3 The Owner shall require the Contractor and the Architect to meet periodically at mutually-agreed-upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

~~§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the 2.1.4 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.~~

~~Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents. § 2.1.5 The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications and other Construction~~

Documents, and has no duty to notify Contractor of same. By entering into the Contract Documents or any Agreement with any Architect, Owner does not warrant the adequacy and accuracy of any Drawings, Plans, Specifications or other Construction Documents.”

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor. 2.2 Information and Services Required of the Owner

~~§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as “confidential,” the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose “confidential” information, after seven (7) days’ notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose “confidential” information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~

2.2.1 The Owner, being a public body under the laws of the State of Texas, must have adequate funds and financing as provided by law prior to award and execution of the Contract Documents.”

§ 2.3 Information and Services Required of the Owner

~~§ 2.3.1~~ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

~~§ 2.3.2~~ 2.2.3 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

~~§ 2.3.3~~ 2.2.4 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

~~§ 2.3.4~~ The

~~Owner shall furnish surveys~~ 2.2.5 If requested in writing by the Contractor prior to the start of the Work, the Owner shall furnish surveys known to the Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. ~~The Contractor shall~~ Other than the metes and bounds noted in the legal description of the site, the Contractor shall not be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

Other than the metes and bounds noted in the survey, if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements.

~~§ 2.3.5~~ 2.2.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.

Absent such timely notification, any Claim based upon lack of such information or services shall be waived.

~~§ 2.3.6~~ 2.2.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor ~~one~~ _____ copies of the Construction Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4.2.3 Owner's Right to Stop the Work

If the Contractor ~~fails to correct defective Work,~~ fails to correct Work that is not in accordance with the requirements of the Contract Documents or the Construction Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or ~~entity, except to the extent required by Section 6.1.3.~~ entity. The authorized Owner's representative having the legal right to stop the Work shall be limited to the Owner's Superintendent of Schools.

§ 2.5.2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's and other consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized ~~representative~~ representative, and includes the Construction Manager at Risk, if applicable.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract ~~Documents.~~ Documents, and submittals approved pursuant to section 3.12.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, activities of the Owner (or Owner's Program Manager, if applicable), or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

1. .1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public, and quasi- public authorities having jurisdiction over it, the Work, or the site of the Project; and that the execution of the Contract and its performance thereof are within its duly-authorized powers.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

The Contractor represents and warrants by submission of a Proposal that he has carefully examined the Contract Do

cuments, any soil test reports, drainage studies, geotechnical or other reports and the site of the Work, and that, from his own investigations, he has satisfied himself as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. Should the Contractor find discrepancies, omissions or conflicts within the Contract Documents, or be in doubt as to their meaning, the Contractor shall at once notify in writing the Architect and Owner, and Architect will issue a written addendum to all parties that is consistent with the Owner's Scope of the Work. The Contractor shall not be entitled to any additional time or compensation for Contractor's failure to visit the site, or for any additional Work caused by the Contractor's fault, by improper construction, or by Contractor's failure to visit the site or to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are ~~not~~ for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; ~~however, Documents;~~ the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor shall not perform any Work involving an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect.

§ 3.2.3 ~~The Contractor is not~~ Neither the Owner nor the Contractor is required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4

If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or to honor his warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner in writing, providing substantiation for his position. Any necessary changes, including substitution of materials, shall be accomplished by appropriate Modification. If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15.

15 when the Contractor recognized or should have recognized such error, inconsistency, omission or difference and failed to report it to the Architect. Contractor shall not be entitled to additional compensation for additional Work caused by Contractor's failure to carefully study and compare the Construction Documents prior to the execution of the Work. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not Contractor shall take field measurements, verify field conditions, and shall carefully compare them to the Construction Documents. The Contractor shall be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

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3.2.5 Prior to performing any Work, and only if applicable, Contractor shall locate all utility lines as shown and located on the plans and specifications, including telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, but not limited to, all buried pipelines and buried telephone cables, and shall perform any Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. In addition, Contractor shall independently determine the location of same. Contractor shall be responsible for any damage done to such utility lines, cables, pipes and pipelines during its Work, and shall be responsible for any loss, damage, or extra expense

resulting from such damage. Repairs shall be made immediately to restore all service. Any delay for such break shall be attributable to Contractor. In addition, and only if applicable, Contractor shall review the appropriate AHERA and hazardous materials surveys for the particular campuses involved in the Project, and shall notify all Subcontractors and Sub-subcontractors of the necessity to review said surveys. Contractor shall perform any Work in such a manner as to avoid damaging, exposing, or dislodging any asbestos-containing materials that are clearly identified and located in AHERA and other hazardous material surveys. Before performing any portion of the Work, the Contractor shall fully investigate all physical aspects of the Project Site and verify all dimensions, measurements, property lines, grades and elevations, existing improvements, and general suitability of existing conditions at the Project site. If applicable, Contractor shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing or painting work in schools built prior to 1978 involving lead-based paint.

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3.2.6 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. If, in the reasonable opinion of the Architect, the Contractor does not make reasonable effort to comply with any of the above requirements of the Contract Documents and this causes the Architect or his Consultants to expend an unreasonable amount of time in the discharge of the duties imposed by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure.

§ 3.2.7 The Contractor shall arrange meetings prior to commencement of the Work of all major Subcontractors to allow the Subcontractors to demonstrate an understanding of the Construction and Contract Documents to the Architect and to allow the Subcontractors to ask for interpretations, when necessary. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including:

1. The location, condition, layout, drainage and nature of the Project site and surrounding areas:
1. Generally prevailing climatic conditions:
1. Anticipated labor supply and costs:
1. Availability and cost of materials, tools and equipment; and
2. Other similar issues.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect or Owner objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-

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free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying or possessing weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's name in a typeface large enough to be seen from a reasonable distance. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Agreement justifying the immediate termination by Owner pursuant to Article 14. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense. Contractor shall follow, and shall require all employees, agents or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work. Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

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3.3.4 The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all trades and sub-contractors.

§ 3.3.5 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

1. The Occupational Safety and Health Administration standards for trench safety in effect for the Construction of the Work;
1. The special shoring requirements, if any, of the Owner; and
1. Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.

Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used.

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3.3.6 The Contractor shall review Subcontractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person

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or entity (e.g., a supplier), including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Paragraph are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws, including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

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3.3.7 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Contractor the agent, servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status.

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3.3.8 Pursuant to Texas Labor Code Sec. 214.008, the Contractor and any subcontractor on the Project shall properly classify, as an employee or an independent contractor, in accordance with Texas Labor Code Chapter 201, any individual the Contractor or subcontractor directly retains and compensates for services performed in connection with this Agreement. Any Contractor or subcontractor who fails to properly classify such an individual may be subject to the penalties of Texas Labor Code Sec.

§214.008(c).

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code Section 214.008.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the prior written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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3.4.2.1 Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; (iii) and when, in the judgment of the Owner, in consultation with the Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations.

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3.4.2.2 The Contractor must submit to the Architect and the Owner: (i) a full explanation of the proposed substitution and submittals of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation for the substitution; (ii) a written explanation of the reasons the substitution should be considered, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) an affidavit stating (a) the proposed substitution conforms to and meets all requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and will coordinate the Work to be complete in all respects, as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect

in sufficient time to allow the Architect no less than fifteen (15) working days for review. No substitutions will be considered or allowed without the Contractor's submittals of complete substantiating data and information.

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3.4.2.3 Whether or not the Owner or the Architect accepts any proposed substitution, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitute.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES, CONTRACTOR'S FORCES' NON-COMPLIANCE WITH CRIMINAL LAW, OR CONTRACTOR'S OR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH IMMIGRATION LAW OR REGULATIONS. Any individual

found by Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

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3.4.4 Including, but not limited to, the specific requirements of Section 10.2.1, Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal and state laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct his work so as to protect the Contractor from the consequences of his own conduct.

§ 3.4.5 Pursuant to Texas Education Code Section 44.034, Contractor must give advance written notice to the Owner if the Contractor or an owner or operator of the Contractor has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Contractor failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 3.4.6 Criminal History Checks

§ 3.4.6.1 Contractor shall

obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees", as defined below. If Contractor is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Contractor will also subscribe to that person's criminal history record information. Before beginning any Work on the Project, Contractor will provide written certification to the District that Contractor has complied with the statutory requirements as of that date. Upon request by Owner, Contractor will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history record information on the covered employees. Contractor shall assume all expenses associated with obtaining criminal history record information.

§ 3.4.6.2 Contractor will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner's Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 3.4.6.3 For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Contractor who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with

Owner's students. "Disqualifying criminal history" means: any conviction or other criminal history information designated by the Owner; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060 and 19 Texas Administrative Code § 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Texas Penal Code Title 5 Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

§ 3.4.6.4 Subcontractors or any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be required by the terms of their contract with Contractor or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certifications to Owner and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

§ 3.4.6.5 On request of Owner, Contractor shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Contractor and all subcontractors. Contractor shall update this list on Owner's request.

§ 3.4.7 OWNER'S ADDITIONAL REQUIREMENTS RELATED TO CRIMINAL HISTORIES

In addition, Contractor will at least annually obtain criminal history record information that relates to any employee, agent, or subcontractor of the Contractor or a Subcontractor, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner's Project, or at any location where students are likely to be present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee, agent or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner's property, or other location where students are likely to be present. Owner shall determine what constitutes "moral turpitude" or a "location where students are likely to be present."

§ 3.4.8 PREVAILING WAGE RATES

§ 3.4.8.1 Contractor, Contractor's Subcontractors and Sub-subcontractors shall pay all workers not less than the general prevailing rate of per diem wages for work of a similar character where the Project is located, as detailed in the "Minimum Wage Schedule" provided herein. Wages listed are minimum rates only. However, no claims for additional compensation above the Contract Sum shall be considered by the Owner because of payments of wage rates in excess of the applicable rate provided herein. Texas Government Code Section 2258 *et seq.*; Texas Labor Code Section 62.051 *et seq.*

§ 3.4.8.2 Contractor shall forfeit, as a penalty to the Owner, \$60 for each laborer, worker or mechanic employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract Documents.

§ 3.4.8.3 Owner reserves the right to receive and review payroll records, payment records, and earning statements of employees of Contractor, and of Contractor's Subcontractors and Sub-subcontractors.

§ 3.4.8.4 In executing the Work under the Contract Documents, Contractor shall comply with all applicable state and federal laws, including but not limited to, laws concerned with labor, equal employment opportunity, safety and minimum wages.

§ 3.4.8.5 Prevailing Wage Rates: [attach Schedule as Exhibit]. If no schedule is attached, then the parties shall use the wage rate determined by the US Department of Labor in accordance with the Davis-Bacon Act, 40 USC Section 276a, which can be accessed on the internet at www.gpo.gov/davisbacon/, or determined by any local contractor association, whichever is less.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that

Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with

th generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, unless such maintenance is Contractor's responsibility), improper operation, or normal wear and tear and normal usage.

usage, but such exclusions shall only apply after Owner has taken occupancy of the damaged or defective portion of the Project. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the applicable Work's Final Completion date (unless otherwise expressly provided in the applicable Contract Documents for that particular Work). Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms for delivery to the Owner. The warranties set out in this Subparagraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes § 3.5.3 Contractor shall certify that the Project has been constructed in general conformance with the Architect's or Engineer's plans, specifications, and Construction Documents, as modified from time to time pursuant to the terms of the Contract Documents. Contractor shall fully complete a "Certification of Project Completion" as required by 19 Texas Administrative Code Section 61.1036(c)(3)(F).

§ 3.5.4 In the event of failure of materials, products, or workmanship, either during construction or the warranty period, the Contractor shall take appropriate measures to ensure correction of defective Work or replacement of the defective items, without cost to the Owner. Such warranty shall be maintained notwithstanding that certain systems may be activated prior to Substantial Completion as required for the satisfactory completion of the Project. Upon written notice from the Owner or Architect, the Contractor shall promptly remedy defects as covered by Contractor's warranty. If Contractor does not respond to the written notice, either by beginning corrective work or notifying Owner in writing regarding when corrective work will begin, within ten days of Contractor's receipt of the written notice, then the Owner may take measures to correct the Work and Contractor will be obligated to reimburse Owner's costs. The provisions of this subparagraph shall be in addition to, and not in lieu of, any other rights and remedies available to the Owner.

Contractor shall pay sales, consumer, use- § 3.5.5 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of:

1. an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; or
1. an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standards; or
2. such further reasonable proof as is required by the Architect.

and similar taxes for the Work § 3.5.6 The Contractor agrees to assign to the Owner at Final Completion of the Work, such assignment to be effective no later than Final Completion, any and all manufacturers' warranties relating to materials and labor used in the Work. Contractor further agrees to perform the Work in such manner so as to

preserve any and all such manufacturers' warranties. All forms will be required to be submitted prior to Final Payment.

~~provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective~~

§ 3.5.7 The warranties of Contractor provided in Subparagraphs 3.5.1, 3.5.3, and 3.5.4 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

§

3.5.8 Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranty under section 12.2.2.1 herein on each phase or building will expire. Contractor shall provide a copy of such schedules to Owner and Architect. Prior to termination of the warranty period under Section 12.2.2.1 herein, Contractor shall accompany Owner and Architect on re-inspection of each Work in the Project and Contractor shall be responsible for correcting any warranty items which are observed or reported during the warranty period under Section 12.2.2.1 herein. Contractor shall prosecute such warranty work under Section 12.2.2.1 herein without interruption until accepted by Owner and Architect, even though such work should extend beyond the warranty period under Section 12.2.2.1 herein. If Contractor fails to provide the schedules to Owner and Architect, Contractor's warranty obligation described herein shall continue until such inspection is conducted and deficiencies are corrected.

§ 3.5.9 Prior to receipt of Final Payment, Contractor shall:

1. Obtain duplicate original warranties, executed by all subcontractors, making the dates of beginning of the warranties the Date of Final Completion; and the warranties of suppliers and manufacturers, making the dates of beginning of the warranties no later than the Date of Final Completion;
1. Verify that the documents are in proper form and contain full information;
1. Co-sign warranties when required;
1. Bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers;
1. Label the cover of each binder with a typed or printed title labeled "WARRANTIES", along with the title of the Project; name, address and telephone number of Contractor; and name of its responsible principal;
1. Include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified; and
1. Separate each warranty with index tab sheets keyed to the Table of Contents listing.
2. Deliver warranties and bonds in the form described above, to the Architect who will review same prior to submission to the Owner.

§ 3.6 Taxes

~~or merely scheduled to go into effect.~~

Owner is an exempt entity under the tax laws of the State of Texas, Texas Tax Code § 151.309; 34 TAC § 3.322. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of the Texas Tax Code § 151.309, § 151.310, § 151.311 and 34 TAC § 3.291; 3.287. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor

will accept a Certificate of Exemption from the Owner, pursuant to Texas Tax Code § 151.054(e); § 151.155; and 34 TAC § 3.287. Contractor shall obtain Certificates of Resale from Contractor's suppliers. Texas Tax Code § 151.154, 34 TAC § 3.285. Failure of Contractor or any Sub-Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

After Architect has filed the plans and specifications with the Texas Department of Licensing and Regulation, Architect shall notify Contractor that Contractor may make and submit the applications for the building permit.

§ 3.7.1.1 The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar connection charges.

§ 3.7.1.2 The Contractor shall pay directly all temporary utility charges, tap charges, and water meter charges, without reimbursement from Owner. After consultation with the Owner, the Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Also after consultation with the Owner, the Contractor shall obtain all permits and approvals, and pay all fees and expenses, if any, associated with Storm Water Pollution Prevention and Pollution Control Plan (SWPPP) regulations administered by the Texas Commission on Environmental Quality (TCEQ) and local authorities. Contractor's obligations under this Section may or may not require it to obtain or perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. Any drainage alterations made by Contractor during the construction process, which require the issuance of a permit, shall be at Contractor's sole cost. Reimbursable expenses shall not include any fines or penalties assessed against the Contractor, Contractor's subcontractors, the Project, or the Owner.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. In addition, Contractor shall authorize posting of any invoices concerning the Workers Compensation insurance carried by other parties involved in the Project, including without limitation, Architect, at the same location where Contractor posts notices regarding Workers Compensation. If applicable, the Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary backup material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

§ 3.7.3 If the Contractor performs Work ~~knowing~~ when Contractor knows or reasonably should have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, the Contract Documents, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in

construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 three (3) business days after first observance of the conditions. Contractor agrees that this is a reasonable notice requirement. The Architect will promptly investigate such conditions and, ~~if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.~~ report findings and a recommended resolution in writing to Owner and Contractor. If Owner's Board of Trustees and Contractor cannot agree on an equitable adjustment to the Contract Sum or Contract time, then either party may pursue alternative dispute resolution as provided for in Article 15 within ninety (90) days of the Architect's recommendation.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and ~~Architect.~~ Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 The Contractor shall be responsible for timely notification to and coordination with all utility companies regarding the provision of services to the Project. The Contractor shall inform the Architect at once when the Owner's participation is required, and the Architect shall immediately notify the Owner. Connections for temporary and permanent utilities and payment for temporary utilities services required for the Work, whether the Work is new construction or renovation of an existing facility, are the responsibility of the Contractor unless otherwise agreed. If the Work is new construction, then payment for temporary and/or permanent utility services shall be the responsibility of the Contractor until Substantial Completion.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable ~~objection.~~ objection, unless required to do so by the terms of the construction Documents.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the ~~site and all required taxes, site,~~ less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the ~~Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order~~ Sum, or the Owner's Contingency, at Owner's discretion, shall be adjusted accordingly. The amount of the adjustment shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.8.4 When performing Work under allowances, Contractor shall solicit and receive not less than three written proposals and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value to the District.

§ 3.9 Superintendent

~~§ 3.9.1~~ The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site ~~during performance of the Work. The~~ at all times during performance of the Work. In addition, the Contractor may employ a project manager and necessary assistants who may supervise several Project sites. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

~~§ 3.9.2~~ The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether ~~the Owner or~~ Important communications shall be similarly confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Questions about plan interpretation or directions shall be submitted to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion. Contractor's selection of project manager or superintendent(s) shall be approved by Owner, and Contractor shall not replace the project manager or superintendent(s) without Owner's consent or until a replacement project manager or superintendent(s) has been selected in accordance with this Section. The Owner may reject or require removal of any job superintendent, project manager or employee of the Contractor, Subcontractor or Sub- Subcontractor involved in the Project. Contractor shall provide an adequate staff for the proper coordination and expeditious of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-Subcontractors and their employees.

~~the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within~~ § 3.9.2 Contractor's superintendent shall be present full-time on the site as soon as possible after commencement of the Work, and shall remain assigned to this Work, and present on the site, throughout the course of the Work until items requiring completion or correction, identified at Substantial Completion pursuant to Section 9.8, have been completed or corrected. From Substantial Completion until Final Completion, the superintendent shall be on the site as necessary to ensure that Final Completion occurs within 30 days of Substantial Completion.

~~the 14 day period shall constitute notice of no reasonable objection.~~ § 3.9.3 Contractor's project manager, while not required to be present full-time at the site, shall remain assigned to this Work, and be available on an as-needed basis throughout the course of the Work until items requiring completion or correction, identified at Substantial Completion pursuant to Section 9.8, have been completed or corrected in accordance with the Construction Documents.

~~§ 3.9.3~~ The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld

§ 3.9.4 Owner shall be notified not less than 24 hours before any time that superintendent will not be present at the site for any reason except periodic illness. If the reason is due to illness, then Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, then an amount equal to the superintendent's daily rate shall be deducted from the amount owed to the Contractor under general conditions for such day.

~~or delayed.~~

§ 3.9.5 Questions about plan interpretation or directions shall be submitted by Contractor's superintendent to the Architect in the form of a written request for information and the Architect shall respond to such request for information in a reasonable and timely fashion.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of

Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in ~~general~~ accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The Contractor shall hold weekly progress meetings at the Project Site, or at such other time and frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule. The Contractor shall submit to the Architect with each monthly application for payment a copy of the progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein. In the event that Contractor shall fall behind schedule at any time, Contractor shall develop and deliver a recovery plan to the Owner with a recovery schedule and a program describing the additional manpower, overtime, material expediting, resequencing of the Work and other steps Contractor shall take to meet the requirements of the Contract. Contractor shall not be entitled to compensation from the Owner or any increase in the Contract Sum for the schedule recovery efforts. No approval or consent by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Substantial Completion Date or the Final Completion Date.

§ 3.11 Documents and Samples at the Site

§ 3.11.1 The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, field test records, inspection certificates or records, manufactures' certificates, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and ~~Owner, Owner at all times,~~ and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.2 In addition to any other requirement in the Contract Documents and prior to installation, Contractor shall furnish or cause a subcontractor to furnish, for the Owner's and Architect's written approval, a physical sample of each specified item, product, fixture or device which is visible by the general public and/or attached to an architectural finished surface. Samples shall be suitably labeled, adequately protected and properly stored at the site. Samples which are approved and undamaged will be considered to be suitable for incorporation into the Work.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to ~~the information given and the design concept expressed in the~~ Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and ~~coordinated~~ verified that the information contained within such submittals complies with the requirements of the Work and of the Contract Documents.

Specific dimensions, quantities, installation and performance of equipment and systems in compliance with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the ~~adequacy and accuracy~~ adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals, ~~provided the Owner and Architect have specified to the Contractor the~~

~~performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, professionals.~~
Pursuant to this Section 3.12.10.1, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

A registered architect must prepare plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 The Contractor shall submit complete drawings, data and samples to the Architect at least fifteen (15) days prior to the date the Contractor needs the reviewed submittals and samples returned. The Contractor shall be prepared to submit color samples on any key items (such as quarry tile, vinyl wall covering, etc.) within fifteen (15) days of the award of Subcontract(s). All color samples required for the Work shall be received within sixty (60) days of the date of the approval of the Contract Sum if the Project is an A101 project, or Guaranteed Maximum Price if the Project is an A133 project. Once samples of all key items are received, the Architect will finalize color selections.

§ 3.12.12 The Contractor shall submit the number of copies of product data and samples which the Contractor and subcontractors need for their use, plus two additional sets for the Architect, one additional set for the Owner and one additional set for each of the Architect's consultants involved with the particular section of Work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect, plus one additional opaque print for each of the Architect's consultants involved with the particular section of Work. The reproducible transparency will be marked by the Architect and/or his consultants. After final review and correction of the submittal, the Contractor shall send one corrected set to the Architect and each of the Architect's consultants involved with the particular section of Work.

§ 3.12.13 The Architect's review of Contractor's submittals shall be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to reimbursement from the Contractor of amounts paid to the Architect for evaluation of such additional re-submittals.

§ 3.12.14 The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawings are prepared and, if required by the Architect or applicable law, by a licensed engineer.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.3 The Contractor and its subcontractors shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 3.13.4 Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Construction Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy.

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3.13.5 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together ~~properly~~.

properly, provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting or patching results in Work that is in accordance with the Construction Documents and Contract Documents. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 No cutting of structural elements will be permitted unless specifically approved in writing by Architect. Fitting and patching shall only be done with new products, and shall only be performed by those skilled in performing the original Work.

§ 3.15 Cleaning Up

§ 3.15.1 ~~The Contractor~~ Contractor, on a daily basis, shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. Care shall be taken by all workers not to mark, soil, or otherwise deface any finish. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of his Subcontractors shall clean and restore such surfaces to their original condition.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 The Contractor shall be responsible for the protection of the Work. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean

site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning.

§ 3.15.4 After construction is complete, Contractor shall: (1) employ skilled workers for final cleaning; (2) remove grease, mastic adhesive, dust, dirt, stains, fingerprints, labels and other foreign materials from all sight-exposed interior and exterior surfaces; (3) wash and shine glazing and mirrors; (4) polish glossy surfaces to a clear shine; (5) vacuum clean carpeted and similar soft surfaces; (6) clean (damp mop with clean mop and water) resilient and hard surface floors repeating as necessary until no visible residue remains on floors; (7) clean plumbing fixtures to a sanitary condition; (8) clean surfaces of all equipment and remove excess lubrication; (9) clean permanent filters and replace disposable filters in ventilating systems if units were operated during construction and clean ducts, blowers and coils; (10) clean light fixtures; (11) remove waste, foreign matter and debris from roofs, gutters, area ways and drainage ways; (12) remove waste, debris and surplus materials from the site; (13) remove stains, spills and foreign substances from paved areas; and (14) broom clean exterior concrete and paved surfaces and rake clean the grounds.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect and their designated representatives with access to the Work in preparation and progress wherever located.

The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be

responsible rights, shall WAIVE AND RELEASE CLAIMS AGAINST THE OWNER AND ARCHITECT, AND SHALL INDEMNIFY AND hold harmless the Owner and Architect from loss on account thereof, PROVIDED, HOWEVER, CONTRACTOR, shall not be responsible TO ARCHITECT for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, Architect, AND SHALL NOT BE RESPONSIBLE TO OWNER IF OWNER REQUIRES A PARTICULAR DESIGN, PROCESS OR PRODUCT THAT CONSTITUTES A COPYRIGHT VIOLATION . However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or patent, or if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect. Owner and Architect in writing.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, OWNER'S TRUSTEES, ARCHITECT'S CONSULTANTS, OWNER'S CONSULTANTS AND OFFICERS, AGENTS AND EMPLOYEES OF ANY OF THEM, FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF

USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY ANY WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF OWNER OR OWNER'S CONSULTANTS OR OTHER INDEMNIFIED PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY CONTRACTOR TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY CONTRACTOR, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS.

~~§ 3.18.2 In claims against any person or entity indemnified under this~~

Section IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION 3.18 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

§ 3.18.3 THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION 3.18 SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (1) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM: (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR AS OTHERWISE LIMITED BY TEXAS CIVIL PRACTICE & REMEDIES CODE SECTION 130.001 ET SEQ.

§ 3.18.4 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS IS PROVIDED IN SECTION 3.18.1 ABOVE. LIKEWISE, CONTRACTOR AGREES TO INDEMNIFY AND TO HOLD THE OWNER'S OTHER CONTRACTORS HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS PROVIDED IN SECTION 3.18.1 ABOVE.

~~3.18 by an employee of~~

§ 3.18.5 THE PROVISIONS OF SECTION 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

~~the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~

§ 3.19. ANTITRUST VIOLATION

. To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 et seq. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section ~~2.3-2.2.3~~ and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the ~~Owner, Contractor, and Architect.~~
Consent Owner.

~~shall not be unreasonably withheld.~~

§ 4.1.3 Except as expressly provided herein, the Contractor shall not be relieved of Contractor's obligation to perform the Work in strict accordance with the Construction Documents and the Contract Documents by the duties, responsibilities, or activities of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during ~~construction until the date the Architect issues the final Certificate for Payment.~~ construction, until final payment is due, and, with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract Documents.

§ 4.2.2 The Architect will

~~visit the site at Architect or his authorized representative shall visit the site at least twice per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interests) and at other intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed~~

to inspect the progress, quantity and quality of the work completed, to reject any observed nonconforming Work, and to determine if the Work is being performed in a manner indicating that the Work, when fully-completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

the Construction Documents and the Contract Documents and on time. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect and attended by the Contractor. Attendees will include the Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. The Architect, Owner and their representatives shall at all times have access to the Work. Architect or his authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect or his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third party laboratory or testing services to assist the Architect and

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about Owner. On the basis of the on-

site observations by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Work, through Architect's field reports, and shall guard Owner against defects and deficiencies in the Work. Architect shall promptly notify Owner and Contractor orally regarding any defect or nonconforming Work, which shall be followed by notice in writing of defects or nonconforming Work noted and corrective actions taken

or recommended. The Architect, however, shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs, but this does not relieve Architect of Architect's responsibilities under this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed at no additional cost to Owner.

§ 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect, or request of the Contractor.

§ 4.2.4 Communications

The Owner and Contractor shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. However, Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 ~~Based~~ As further provided in the Contract Documents, based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 ~~The Architect has authority to~~ shall reject Work that does not conform to the Construction Documents and Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require recommend to Owner additional inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

Architect and/or Contractor shall promptly notify, orally and in writing, the other party and Owner of any fault or defect in the Project or nonconformance with Construction Documents or the Contract Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect. Testing or inspections required by this subparagraph shall be conducted subject to the requirements of Chapter 2269 of the Texas Government Code.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, ~~but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents, the Construction Documents and the Contract Documents and all applicable laws, statutes, codes and requirements applicable to Architect's design services.~~ The Architect's action will be taken ~~in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.~~ Review of such submittals is ~~not~~ conducted for the purpose of determining the general accuracy and completeness of other details such as dimensions and quantities and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents and the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

If any submittal does not comply with the requirements of the Construction Documents or the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work shall review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Construction Documents and the Contract Documents, accompanied by all supporting documentation. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or Guaranteed Maximum Price, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4. shall accept requests by the Owner, and shall review properly prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Guaranteed Maximum Price, or Contract Time. A properly prepared request for a change in the Work by the Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Construction Documents or the Contract Documents and do not change the Contract Sum or Guaranteed Maximum Price, or Contract Time, then the Architect may issue an order for a minor change in the Work with prior written notice to the Owner, or recommend to the Owner that the requested change be denied. The Architect is not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and ~~decide matters~~ make recommendations concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations ~~and decisions or recommendations~~ of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and ~~decisions, recommendations,~~ the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith. Contractor.

§ 4.2.13 The Architect's Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. shall be final.

§ 4.2.14 The Architect will review and respond to requests for information about the Construction Documents and the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for ~~information.~~ information. at no additional cost to the Owner.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the names of persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may shall notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

All subcontractors shall be procured in accordance with Texas Education Code Chapter 44, Subchapter B, and Texas Government Code Chapter 2269, as applicable. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work,~~
When the parties agree on a proposed substitute Subcontractor or if the Owner requires use of a specific subcontractor, then the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specific ations, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sums or Guaranteed Maximum Price shall be allowed for failure to so inspect or investigate.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each subcontract agreement, except as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the

Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in amount commensurate with the Work to be performed by the Subcontractor.

§ 5.3.2 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to subcontractors due to any non-payment to the Contractor or non-payment of subcontractors by the Contractor.

§ 5.3.3 The Contractor shall require any potential subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential subcontractor prior to entering into a subcontract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated subcontractor.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for ~~a~~ any unperformed portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 either in accordance with Article 14 or abandonment of the Project by the Contractor, and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor ~~and Contractor;~~ and Contractor in writing;
- .2 assignment is subject to the prior rights and obligations of the surety, if any, obligated under ~~bond relating to the Contract;~~ bonds relating to the Contract; and
- .3 the Subcontractor provides bonds as required by law of prime contractors and by Owner.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if Such assignment, shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable.

~~the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.~~ §

5.4.3 Owner shall only be responsible for compensating subcontractors for Work performed or materials furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.

§ 5.4.3 Upon assignment **5.5 NOTICE OF SUBCONTRACTOR DEFAULT**

to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract. Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. The Owner reserves the right to perform other non-Project-related construction work, maintenance and repair work, and school program operations at the site and near the site during the time period of the Work.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

~~§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules.~~

Contractor shall cooperate with other separate contractors to ensure that the Work remains on schedule. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. ~~agreement between the Owner and Contractor.~~ The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 ~~Unless otherwise provided in 6.2 Contractor's Responsibility~~

~~the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.~~ §

6.2.1 It shall be the responsibility of the Contractor to assist, review, and coordinate the scheduling of work performed by any of the Owner's separate contractors. In addition, the Contractor shall be responsible for coordinating and providing all construction administration necessary for the Work and the work of any of

§ 6.2 Mutual Responsibility

§ 6.2.1 The Owner's separate contractors. The Contractor shall afford the Owner and Separate Contractors reasonable site access and opportunity for introduction and storage or staging of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

Contractor shall be responsible for coordination between Contractor's subcontractors and Owner's separate contractors. Contractor shall review Owner's contract with Owner's separate contractors and become familiar with the requirements and scope of services contained therein.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect and Owner in writing of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's ~~Work.~~

Work and shall promptly report in writing to the Architect and Owner if Owner's separate contractors fail in any way to timely perform their services or negatively impact Contractor's schedule or ability to perform the Work. Failure of the Contractor to notify the Architect and Owner in writing of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's ~~Work.~~

Work and is performed in a timely manner. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not ~~apparent~~ apparent or reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. ~~The~~

~~Owner shall be responsible to the Contractor for costs the Contractor incurs because~~

§ 6.2.3.1 If the Architect is required to provide contingent additional services as provided in the Agreement between the Owner and the Architect, specifically relating to additional compensation for the Architect for evaluating an excessive number of claims submitted by the Contractor or others in connection with the Work in accordance with the Owner's Agreement with the Architect, then such services shall be paid for by the Contractor through the Owner, unless the contingent additional services result from negligence or an omission by the Architect.

§ 6.2.3.2 If the Architect provides services in connection with a legal proceeding, except when the Architect is a party thereto, and the Owner requests the Architect in writing to provide such services, then the cost of a Separate such services shall be paid for by the party whose act or omission was a proximate cause of the problem that led to the requirement to provide such services. Such services shall be paid for by such party through the Owner, who upon receipt of same shall reimburse the Architect.

~~Contractor's delays, improperly timed activities, damage to the Work or defective construction.~~

§ 6.2.3.3 All construction costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section ~~10.2.5~~ 10.2.5, as amended.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section ~~3.14.3~~ 3.14, as amended.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and ~~the Architect~~ will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Construction Documents and the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Contractor shall not make any claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price due to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services, or materials, beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Owner authorizing Contractor to proceed with a Change in the Work. No claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price shall be valid unless so ordered or directed.

§ 7.1.4 The total Contractor markup for overhead, profit or fee for work performed by the Contractor's own forces shall not exceed 10% of the cost of the Change in the Work. The total Contractor mark-

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up for overhead, profit or fee for supervision of work performed by subcontractors' forces shall not exceed 4% of the cost of the Change in the Work. The total subcontractor mark-up for overhead, profit or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the Change in the Work. In no event shall total mark-up for overhead, profit or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 14% of the total cost of the Change in the Work.

§ 7.1.5 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit or fee mark-up when changes in the Work are funded by one of the Allowances.

§ 7.1.6 If the Contract Sum is \$1,000,000.00 or more, or if the Contract Sum is less than \$1,000,000.00, and any Change Order, Construction Change Directives, or other Changes in the Work would increase the Contract Sum to \$1,000,000.00 or more, the total of all Change Orders, Construction Change Directives, or other Changes in the Work may not increase the Contract Sum by more than 25% of the original Contract Sum. Any Change Order, Construction Change Directive, or other Change in the Work that would exceed that limit is void and of no effect. Texas Education Code §44.0411.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; ~~Sum~~ or Guaranteed Maximum Price; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum or Guaranteed Maximum Price may include those listed in Section 7.3.3.

§ 7.2.3 Contractor stipulates that acceptance of a Change Order by the Contractor constitutes full accord and satisfaction for any and all Claims, whether direct or indirect, arising from the subject matter of the Change Order.

§ 7.2.4 In no event shall a single change, or the aggregate of all changes, result in the total costs, reimbursements and fees exceeding the Contract Sum or the Guaranteed Maximum Price, unless agreed to in writing by Owner prior to the commencement of such modified or changed Work.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Guaranteed Maximum Price or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum or Guaranteed Maximum Price and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon; ~~upon~~ (additional mark-ups for overhead, profit and fees will not be allowed).;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; ~~fee, subject to the limitations of subparagraph 7.1.4.;~~ or
- .4 As provided in Section ~~7.3.4~~-7.3.4, subject to the limitations of subparagraph 7.1.4..

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- 1 ~~Costs~~ Actual costs of labor, including applicable payroll taxes, ~~fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;~~ and workers' compensation insurance.;
- 2 ~~Costs~~ Actual costs of materials, supplies, and equipment, including cost of transportation, ~~whether incorporated or consumed; used in performing the Change in the Work;~~
- 3 ~~Rental~~ Actual rental costs of machinery and equipment, ~~exclusive of hand tools, whether rented from the Contractor or others; equipment rented from third parties, exclusive of hand tools.; and~~
- 4 ~~Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change;~~ Actual costs of premiums for all bonds and insurance and permit fees directly related to the change.

The Contractor shall keep and

- 5 ~~Costs of supervision and field office personnel directly attributable to the change.~~ present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Guaranteed Maximum Price or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum or Guaranteed Maximum Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost plus the Contractor's allocated percent of profit and overhead as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

~~§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.~~

~~§ 7.3.10~~ 7.3.9 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

~~The~~ § 7.4.1 ~~With prior written notice to the Owner's representative, the Architect may order minor changes in the Work that are consistent with the intent of Construction Documents and the Contract Documents and do not involve an adjustment in the Contract Sum or Guaranteed Maximum Price or an extension of the Contract Time. The~~

Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. If the Contractor believes that the proposed minor change in the Work will not affect the Contract Sum or Guaranteed Maximum Price or Contract Time, the Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.

§ 7.4.2 Allowance balances may be used to fund changes in the Work. The Contractor will not be allowed an overhead, profit or fee mark-up when changes in the Work are funded by one of the Allowances.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for ~~Substantial~~ Final Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the ~~date established in the Agreement~~ first business day after Contractor's receipt of the written Notice to Proceed. The Notice to Proceed shall not be issued by Architect until the Agreement (or Amendment Number 1, if Contractor is a Construction Manager at Risk) has been signed by the Contractor, approved by Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received, and approved as to form, all required payment and performance bonds and insurance, in compliance with Article 11. Issuance of the notice to proceed shall not relieve the Contractor of his responsibility to comply with Article 11..

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8. The date of Final Completion is the date certified by the Architect in accordance with Paragraph 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than 30 days after the date of Substantial Completion.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor ~~confirms~~ stipulates that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve ~~Substantial~~ Final Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by ~~labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control;~~ (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that by fire, governmental actions; (4) by delay authorized in writing by the Owner; or (5) by other causes which the Contractor asserts, and the Architect ~~determines, and Owner determine,~~ justify delay, then the Contract Time shall may be extended for such reasonable time as the Architect and Owner may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article ~~15~~, as amended.

~~§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~

Agreement does not permit the recovery of damages, including, without limitation, extended home office overhead expenses, general conditions or other consequential damages, by the Contractor for delay or disruption or for extensions of time due to bad weather or acts of God. Contractor agrees that the only possible compensation for any delay is an extension of time.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

In the event that the Project is a Construction Management at Risk Project, the Contract Sum shall not exceed the Guaranteed Maximum Price.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices ~~shall~~ may, by mutual written agreement, be equitably adjusted.

§ 9.2 Schedule of Values

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for ~~Payment, Payment or~~ in the case of a Guaranteed Maximum Price, within 15 days after establishing the Guaranteed Maximum Price,, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, ~~required by the Architect, as the Architect or Owner may require..~~ This schedule, unless objected to by the ~~Architect, Architect or Owner,~~ shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect or Owner may require, and unless objected to by the ~~Architect, Architect or Owner,~~ shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Documents G702 and G703, Application and Certificate for Payment. If the Contractor is a Construction Manager at Risk, then the Contractor's fee and general conditions shall be specifically shown, and AIA Documents G702Cma and G703 shall be used.

§ 9.2.2 In order to facilitate the review of Applications for Payment, the Schedule of Values shall be submitted on AIA Documents G702 and G703, and shall include the following:

1. Contractor's cost for Contractor's fee (if applicable) bonds and insurance, mobilization, general conditions, etc. shall be listed as individual line items.
1. Contractor's costs for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, paving, etc.
1. On major subcontracts, such as mechanical, electrical and plumbing, the schedule shall indicate line items and amounts in detail (for example: underground, major equipment, fixtures, installation fixtures, start-up, etc.).
1. Costs for subcontract work shall be listed without any additional mark-up of Contractor's costs for overhead, profit or supervision.
1. If payment for stored materials is requested prior to installation, then material and labor shall be listed as separate line items.

Contractor shall provide a report of actual versus projected reimbursable expenses (general conditions), updated monthly.

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§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

Contractor agrees that, for purposes of Texas Government Code Sections 2251.021 and 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Certificate for Payment shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Sections 2251.021 and 2251.042.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor ~~does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay~~ has not been invoiced by a Subcontractor or supplier, unless Contractor has self-performed the Work.

~~§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly~~ 9.3.1.3 Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein in Section 9.4.3 or 9.5, as amended. The retainage shall be paid with the Final Payment. (Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code Section 2252.032)

~~be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment~~ § 9.3.2 Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

1. The location must be agreed to, in writing, by the Owner and Surety.
1. The location must be a bonded warehouse.
1. The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.
1. The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time is an additional service and shall compensate Architect directly for same.
1. Payment shall not include any charges for overhead or profit on stored materials.

~~for materials and Payments for materials or equipment stored on or off the site shall be conditioned upon compliance by the Contractor with~~ submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and/or equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these

procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANY ONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.

§ 9.3.4 Contractor shall submit Applications for Payment in quadruplicate using AIA Documents G702 and G703 Application and Certificate of Payment (or G702CMA, if applicable) and Continuation Sheet. All blanks in the form must be completed and signatures of Contractor and Notary Public must be original on each form. Incomplete or inaccurate Applications for Payment shall be returned to the Contractor by the Architect for completion and/or correction. Owner shall have no responsibility for payment of same if the Application for Payment is incomplete or inaccurate.

§ 9.3.5 By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed examinations, audits and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for and received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that he has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmen's liens outstanding at the date of this requisition; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application; that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work performed and for which payment has been made by the Owner to the Contractor. Contractor or understands that documents submitted to Owner become government documents under the laws of the State of Texas. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Texas, including, but not limited to, Texas Penal Code Sections 32.46, 37.09, and 37.10, and may justify termination of Contractor's Contract with Owner.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) return the Payment Application to the Contractor as provided in Section 9.3.4; or (2) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or ~~(2)-(3)~~ issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or ~~(3)-(4)~~ withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, ~~based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief,~~ that the Architect has observed the progress of the Work; determined that, the Work has progressed to the point indicated, in the Architect's professional opinion; determined the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. the Construction Documents and the Contract Documents; and critically evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. The foregoing representations are subject to an evaluation of

the Work for conformance with the Construction Documents and the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Construction Documents and the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. Architect in writing to the Owner. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data unless requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

§ 9.4.3 The issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents; Documents: or
- .8 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract time.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

~~**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.~~

Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further Certificate for Payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Sections 9.3.4, 9.4.3, 9.5.1, or this Section..

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment for undisputed amounts in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

Owner shall notify Contractor within 21 days if Owner disputes the Architect's Certificate for Payment, pursuant to Texas Government Code Section 2251.042 et seq. listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents or Construction Documents.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide copies of such Subcontractor payments to the Owner. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner. This Section is subject to the provisions of Texas Business and Commerce Code Chapter 56.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, ~~except as may otherwise be required by law.~~ supplier.. Action on the part of the Owner to require Contractor to pay a Subcontractor or supplier shall not impose any liability on Owner.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

~~§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for Payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor. Texas Property Code § 162.001.~~

~~Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~

§ 9.6.8 Contractor shall not withhold as a retainage a greater percentage from Subcontractors or materialmen than the percentage that Owner withheld as retainage from payments to Contractor.

~~§ 9.6.8~~ Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. 9.6.9 PROVIDED THE OWNER HAS FULFILLED ITS PAYMENT OBLIGATIONS UNDER THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL DEFEND AND INDEMNIFY THE OWNER FROM ALL LOSS, LIABILITY, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES AND LITIGATION EXPENSES, ARISING OUT OF ANY LIEN CLAIM OR OTHER CLAIM FOR PAYMENT BY ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

§ 9.7.1 Pursuant to Texas Government Code Section 3251.051, if the Owner does not pay the Contractor any payment certified by the Architect, which is undisputed, due and owing after the date the payment is due under the Contract Documents, then the Contractor, upon ten (10) additional days' notice to the Owner and

Architect that payment has not been made and the Contractor intends to suspend performance for nonpayment, may, stop the Work until payment of the undisputed amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for or damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents or the Construction Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

§ 9.7.2 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, Payment within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' through no fault of the Contractor, then the Contractor shall provide written notice to the Owner, and the Owner shall have fourteen (14) business days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional business days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the § 9.7.3 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

amount of: 1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or

the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents; 2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents and the Construction Documents so that the Owner can occupy or utilize the Work for its intended use; all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required of the Work have been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been comp

leted; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal school operations or other intended use.

As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within 30 days. Contractor shall complete Owner's Substantial Completion Certificate.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents and the Construction Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Construction Documents or the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, then the Architect shall so notify the Contractor and Owner in writing, and the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

Except with the consent of the Owner, the Architect shall perform no more than five inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will ~~prepare a~~ prepare, sign and issue Owner's Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Final Completion of the Work or designated portion thereof ~~unless otherwise provided in the Certificate of Substantial Completion thereof.~~

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the ~~Work at any stage when such portion is designated by separate agreement with the Contractor, Work,~~ provided such occupancy or use is consented to by the insurer as required under Section 11.4.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, ~~provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, that the Owner accepts in writing the responsibilities for security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents.~~

resulting from such occupancy, use or installation and property and liability insurance. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. ~~Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.~~ The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

Contractor agrees that the Owner may place and install as much equipment and furnishings as is possible before completion or partial completion of portions of the Work.

§ 9.9.2 Immediately prior to such partial ~~occupancy or use, occupancy, use, or installation~~ the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed ~~upon, upon in writing,~~ partial occupancy or use of a portion or portions of the Work ~~or installation of furnishings and equipment~~ shall not constitute acceptance of Work not complying with the requirements of the Contract ~~Documents.~~
Documents, nor shall it constitute evidence of Substantial Completion or Final Completion.

§ 9.9.4 In the event that Owner takes partial occupancy or installs furnishings and equipment prior to Substantial Completion of the Project, Contractor shall obtain an endorsement to Contractor's Builder's Risk Policy to provide extended coverage for partial occupancy if Contractor's Builder's Risk Coverage required by Article 11 would not otherwise provide such coverage.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly ~~issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and prepare, sign, and issue Owner's Certificate of Final Completion and a final Certificate for Payment certifying to the Owner that,~~ on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and the Construction Documents and that the entire ~~balance~~ balance, including all retainages found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.
Final payment shall be made by the Owner in accordance with Owner's regular schedule for payments.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) using AIA Document G706, an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) ~~a certificate evidencing evidence satisfactory to Owner~~ that insurance required by the Contract Documents to remain in force after final payment is currently in ~~effect,~~ effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) using AIA Document G707, consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) ~~if required by the Owner, except for amounts currently withheld by Owner,~~ other data establishing payment or satisfaction of obligations, such as AIA Document G706A, notarized subcontractor's liens release, receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

In addition, the following items must be completed and received by the Owner before Final Payment will be due:

.1 Written certifications required by Section 10.5, 10.6, and 10.7

.2 Final list of subcontractors (AIA Document G705):"

.3 Contractor's certification in Texas Education Agency's Certification of Project Compliance, located at www.tea.state.tx.us/school.finance/facilities/cert_2004.pdf:

.4 Contractor's warranties, organized as required elsewhere in the Contract Documents:

Init.

.5 Maintenance and Instruction Manuals; and

.6 Owner's Final Completion Certificate; and

.7 Record drawings and "as built" drawings. At the completion of the Project, the Contractor shall submit one complete set of "as built" drawings, with all changes made during construction, including concealed mechanical, electrical and plumbing items. The Contractor shall submit these as electronic, sepi, or other acceptable medium, in the discretion of the Owner. The "as-built" record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes.

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above. Final payment shall be paid by the Owner to the Contractor within thirty (30) days after Owner's Board of Trustees has voted to accept the Work and approve Final Payment.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, ~~except that and~~ it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of any Claims by the ~~Owner except those arising from~~

- ~~.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~
- ~~.2 failure of the Work to comply with the requirements of the Contract Documents; Owner.~~
- ~~.3 terms of special warranties required by the Contract Documents; or~~
- ~~.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously ~~made in writing asserted pursuant to Article 15~~ and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

~~§~~
~~The~~ 10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 *et seq.*, and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons and property and their requirements to maintain a work environment free of recognized hazards.

§ 10.1.2 Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Owner while under the influence of any amount of alcohol or any controlled substance, or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall use, poss

ess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription drugs; or act in contravention of warnings on medications while performing the Work or on Owner's premises.

§ 10.1.3 Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, sub-contractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work, school personnel, students, and other persons on Owner's premises and other persons who may be affected thereby; thereby, including the installation of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as other buildings, and their contents, fencing, trees, shrubs, lawns, walks, athletic fields, facilities and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including installing fencing, posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable full protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.2.4 When use or storage of ~~explosives or other~~ hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified ~~personnel~~ personnel, and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

§ 10.2.5 The Contractor shall promptly remedy damage and loss ~~(other than damage or loss insured under property insurance required by the Contract Documents)~~ to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. ~~The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or~~

~~indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section obligations under Paragraph 3.18.~~

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

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

The Contractor shall do all things necessary to protect the Owner's premises and all persons from damage and injury, when all or a portion of the Work is suspended for any reason.

§ 10.2.9 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, bodily injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

§ 10.2.10 Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project.

§ 10.2.11 If either party to the Contact suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

Provided, however, Contractor understands that, under Texas law, Owner has tort immunity.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and ~~notify~~ report the condition to the Owner and Architect in writing.

~~of the condition. If~~

Contractor encounters polychlorinated biphenyl (PCB), and the specifications require the PCB's removal, the Contractor shall remove the PCB and store it in marked containers at the jobsite provided by the Owner. If PCBs are found which are leaking, then Contractor shall stop work on the affected fixture and shall contact Owner for removal and disposal of the leaking PCBs.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. ~~By Change Order, the Contract Time~~

The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

§

10.3.3 IF CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE OWNER, ITS CONSULTANTS, TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO SUCH IMPORTATION, INCLUDING BUT NOT LIMITED TO COSTS AND EXPENSES THE OWNER INCURS FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE, AS PROVIDED FOR IN SUBPARAGRAPH 3.18.

~~shall be extended appropriately and the Contract Sum shall be increased by the amount~~ § 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site.

§ 10.4 Emergencies

~~§ 10.4.1 In an emergency affecting safety of the Contractor's reasonable additional costs of shutdown, delay, and start-up persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss.~~

~~§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited~~

10.4.2 The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

§ 10.5 ASBESTOS OR ASBESTOS-CONTAINING MATERIALS

~~to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 10.5.1 Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

~~§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances~~

10.5.2 Final Payment shall not be made until this written certification has been received.

§ 10.6 LEAD-FREE MATERIAL IN POTABLE WATER SYSTEM

~~the Contractor brings to the site unless such materials or substances are required by the Contract Documents.~~ §

10.6.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free"

~~The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault~~

§ 10.6.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The

written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) of officers of the Contractor.

§ 10.7 HAZARDOUS MATERIALS CERTIFICATION

~~or negligence in the use and handling of such materials or substances.~~

§ 10.7 The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

ARTICLE 11 INSURANCE AND BONDS

~~§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except~~ 11.0.1 No Work will be commenced and no equipment or materials can be shipped until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Contractor shall notify Owner and Architect in writing of any proposed nonconformity with these requirements, and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Contractor shall provide written notice to Owner's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Agreement.

~~to the extent that the cost and expense are due to the Owner's fault or negligence.~~ § 11.0.2 Satisfactory evidence of insurance required by this Article shall be provided to Owner and Architect not later than five business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of all required insurance policies, declarations, and endorsements themselves. In addition, Contractor shall also provide a duly-executed ACORD Form 25 Certificate of Liability Insurance naming Owner as a certificate holder and attaching all endorsements required herein. The Contractor shall furnish Owner all insurance amendments, renewals, notices, cancellations and additional endorsements, as they are provided to Contractor.

~~§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material~~ 11.0.3 All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A-X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation.

~~or substance solely by reason of performing Work as~~ § 11.0.4 All insurance required herein shall name the Owner, its officers, employees, representatives or agents, as an additional insured, except Contractor's Worker's Compensation insurance.

~~required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~ § 11.0.5 All insurance required herein shall be, by endorsement, primary and non-contributory insurance with respect to the Owner, its officers, employees, representatives or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged.

§ 10.4 Emergencies

~~In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension~~ 11.0.6 Any failure of Contractor to

comply with the reporting provisions of the policies shall not affect the coverage provided to the Owner, its officers, employees, representatives or agents.

of time claimed by the Contractor on account of an emergency shall be determined as provided § 11.0.7 All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor.

§ 11.0.8 Nothing contained in Article 15 and Article 7 this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

ARTICLE 11 – INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor and the Contractor's Subcontractors shall purchase and maintain such insurance as will protect them and the Owner from claims which may arise out of, or result from, the Contractor's operations under the Contract whether such operations be by Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the types them may be liable, including the following:

and limits of liability, containing the endorsements, and subject to .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing work at the site, and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project (see Sections 11.1.2.1 and 11.1.5);;

.2 Claims for damage because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

to the terms and conditions, as described in .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations;

the Agreement or elsewhere in the Contract Documents. .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under the Contract Documents, including under Section 3.18; and

.9 Claims for damages to the Work itself, through builder's risk insurance, pursuant to Section 11.4.

The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. § 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contact Documents or required by law, whichever coverage is greater. Coverages, written on an occurrence basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specific in the Contract Documents. The stipulated limits of liability aggregate coverages shall be for this Project.

§ 11.1.2.1 Workers' Compensation:

.1 State Statutory Benefits

.2 Employer's Liability \$ _____ per accident

\$ _____ disease, policy limit

\$ _____ disease, each employee

§ 11.1.2.2 Commercial General Liability:

- .1 Each occurrence: \$ _____ each occurrence
\$ _____ aggregate
- .2 Medical Expense (per person) \$ _____ each occurrence
(included with the per occurrence
limits for Bodily Injury and
Property Damage limits)
- .3 Products & Completed Operations \$ _____ aggregate (to be maintained
for a period of two years after

Contractor shall provide surety bonds of the types, Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an

annual basis during this period
and Owner shall be named by
endorsement as an Additional
Insured for such coverage)

- .4 Personal and Advertising Injury \$ _____
- .5 Must include explosion, collapse, and underground (X.C. and U) coverage.
- and subject- .6 Must include Completed Operations coverage for Contractor, its sub-contractors and Owner.
- .7 Must include Contractual Liability Coverage.
- .8 Must include General Aggregate Per Project Endorsement.

§ 11.1.2.3 Contractual Liability:

- .1 Property Damage shall be included in Commercial General Liability Coverage.
- to such terms and conditions- .2 Insurance sufficient to cover Contractor's contractual indemnities.

as required by the Contract Documents. The § 11.1.2.4 Business Automobile Liability (including owned, non-owned, hired, or any other vehicles): (Note: Texas statutory minimum for school district is \$100,000 per person, \$300,000 per occurrence, \$100,000 property damage.) Such limits shall be stated as follows, or in a combined single limit policy in the amount of at least \$ _____.

- .1 Bodily Injury (per person) \$ _____
- .2 Bodily Injury (per accident) \$ _____
- .3 Property Damage \$ _____

§ 11.1.2.5 Umbrella Excess Liability coverages shall be:

- .1 \$ _____ each occurrence
- .2 \$ _____ aggregate
- .3 Aggregate Per Project Endorsement

Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.2.6 All Risk Builder's Risk Insurance. If Contractor is a Construction Manager at Risk, then, as specified in each Amendment Number One, in a total amount equal to the Guaranteed Maximum Price; otherwise, in the total amount of the Contract Sum. See Section 11.3.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled for any reasons, other than nonpayment of premium, or reduced or restricted due to a material change in coverage, until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both shall be furnished by the Contractor with reasonable promptness. Contractor shall provide Owner 30 days prior written notice of the expiration of any policy required by Section 11.1. Contractor shall provide Owner 10 days prior written notice of cancellation due to non-payment of premium of any policy required by Section 11.1.

Init.

~~§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any-~~ The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

~~insurance required by the Contract Documents, the Contractor shall provide notice §~~

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

~~to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor,~~

§ 11.1.6 Texas Workers' Compensation Insurance

. A copy of a certificate of insurance, a certificate of authority to self-

insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-

84), showing statutory workers' compensation insurance coverage for the Contractor's employees providing services on a Project is required for the duration of the Project.

~~the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement~~

§ 11.1.6.1 Duration of the Project includes the time from the beginning of the Work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

~~of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~

§ 11.1.6.2 Persons providing services on the Project ("subcontractor" in Texas Labor Code Section 406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

§ 11.2 Owner's Insurance

11.1.6.3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

~~§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents.~~

11.1.6.4 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44), for all employees of the Contractor providing services on the Project for the duration of the Project.

§ 11.1.6.5 The Owner shall purchase and maintain

Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

~~the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~

§ 11.1.6.6 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

§ 11.1.6.7 The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:

~~§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain~~ 1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

~~required property insurance, with all of the coverages and in~~

§ 11.1.6.8 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

~~the amounts described in the Agreement or elsewhere~~

§ 11.1.6.9 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

~~in the Contract Documents, the Owner shall inform~~

the § 11.1.6.10 The Contractor shall post on each Project site a notice, in the text, form, and manner prescribed by the TDI, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

~~Contractor in writing prior to commencement~~

§ 11.1.6.11 The Contractor shall contractually require each person with whom it contracts to provide services on the Project to:

~~of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain~~

insurance-1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the Project for the duration of the Project;

~~that will protect the interests~~

of-2 Provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;

~~the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails-~~

3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

~~to procure-~~ 4 Obtain from each other person with whom it contracts, and provide to the Contractor:

~~coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-~~

subcontractors-1 A certificate of coverage, prior to the other person beginning work on the Project; and to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner.

~~The cost of the insurance shall be charged~~

to-2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

~~the Owner by a Change Order. If the Owner does not provide written notice,~~

and-5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

~~the Contractor is damaged by the failure or neglect of the Owner.~~ 6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

~~to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable~~

7 Contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

~~§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration~~

11.1.6.12 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

~~of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in~~

§ 11.1.6.13 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

~~coverage arises from an act or omission of~~ § 11.1.6.14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i)

§ 11.2 Owner's Insurance

~~the Contractor:~~ (1) § 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

~~the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either~~ §

11.2.2 The Owner shall be responsible for purchasing and maintaining property and casualty insurance no later than the date on which Owner begins to occupy or use any completed or partially-completed portions of the Work. If Owner occupies or uses any completed or partially-completed portion of the Work on any stage, then such occupancy or use must be consented to by the insurer and authorized by public authorities having jurisdiction over the Work, pursuant to Paragraphs 9.9.1 and 11.4.5. To the extent of overlap between Owner's property insurance and Contractor's builder's risk insurance, Contractor's builder's risk shall be primary and non-contributory.

~~the Owner~~ §

11.2.3 § 11.2.3 Architect shall be responsible for purchasing and maintaining the Architect's liability and worker's compensation insurance as provided in the AIA Document B102- 2007, as revised.

§ 11.3 BUILDER'S RISK INSURANCE

~~or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~

§ 11.3.1 Contractor shall obtain, at its expense, a builder's risk "all-

risk” or equivalent insurance policy, including boiler and machinery insurance, in the amount of the initial Contract Sum (or, if the Project is a Construction Manager at Risk project, Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Coverage shall insure against the perils of fire, (with extended coverage) and physical loss or damage including, without limitation or duplication of coverage, lightning, collapse, earthquake, flood, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, theft, vandalism, malicious mischief, falsehood, testing and start-up, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and all other perils, and shall include materials stored on-site, off-site and in transit. Owner shall be a named insured under the policy, and the insurance shall also include the interests of Contractor, subcontractors, and sub-subcontractors and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss. Contractor shall be responsible for maintaining said builder’s risk insurance until the date of Final Completion. If this policy excludes Employee Theft or Dishonesty coverage, including Third Parties, Contractor shall obtain separate coverage sufficient to protect Owner’s interest and in an amount agreeable to Owner. The insurance policies required by this Section 11.3 shall contain a provision that coverages afforded under the policies will not be canceled for any reason, other than nonpayment of premium, or reduced or restricted due to a material change in coverage until at least 30 days’ prior written notice of such cancellation or material change has been given to the Owner. Contractor shall provide Owner 30 days prior written notice of the expiration of any policy required by Section 11.3. Contractor shall provide Owner 10 days prior written notice of cancellation due to non-payment of premium of any policy required by Section 11.3.

§ 11.3 Waivers of Subrogation

11.3.2 For any claim made against the builder’s risk insurance, the deductible shall not exceed \$2,500 for a Contract Sum (or Guaranteed Maximum Price if the Project is a Construction Manager at Risk project) of less than \$4 million. For a Contract Sum (or Guaranteed Maximum Price if the Project is a Construction Manager at Risk project) of \$4 million or more, the deductible shall not exceed \$5,000.

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect’s consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals
11.3.3 The Contractor waives all rights of subrogation against Owner, its employees, officers, trustees, and agents, for damages caused by fire or other perils to the extent covered by insurance pursuant to Article 11, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary or as an insured. Contractor, as appropriate, shall require of separate Contractors, Subcontractors, and Sub-subcontractors, agents, and employees of any of them, by appropriate written agreements, similar waivers, each in favor of the Owner.

and entities identified above from the Architect, Architect’s consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.4 The Owner as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

~~§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property~~

11.3.5 Partial occupancy or use shall not commence until the insurance company providing this insurance has consented in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

~~§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance~~ **Performance Bond and Payment Bond**

~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused. Contractor shall furnish separate payment and performance bonds covering faithful performance of the Contract and payment of obligations arising~~

thereunder each bond to be in a total amount equal to 100% of the Contract Sum, or Guaranteed Maximum Price if the Project is a Construction Manager at Risk project, whichever is applicable. Provided, however, no limitation herein shall limit Contractor's

liability under the Contract Documents. Except as provided below, such bond shall be furnished to Owner before any work begins and not later than five business days after execution of the Contract by Owner. (If the Guaranteed Maximum Price is not known at the time that a Construction Manager at Risk contract is awarded, then the sum of the payment and performance bonds must each be in an amount equal to the Project budget. The Construction Manager at Risk shall deliver the bonds not later than the tenth day after the date the Construction Manager at Risk executes the Contract, unless the Construction Manager at Risk furnished a bid bond or other

§11.5 Adjustment and Settlement of Insured Loss

~~§11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. financial security acceptable to the District to ensure that the Construction Manager will furnish the required payment and performance bonds when the Guaranteed Maximum Price is established.) All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance, and shall fully comply with Texas Insurance Code Section 3503.001 *et seq.* and Texas Government Code Chapter 2253, or their successors. The surety company shall have a rating of not less than "A-X" according to the latest posted ratings on the A.M. Best website, www.ambest.com~~

. The surety company shall provide, if requested, information on bonding capacity and other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, then the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by a reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. Contractor shall immediately notify the Owner and Architect in writing if there is any change in: the rating; insolvency or receivership in any State; bankruptcy; right to do business in the State; or status of Contractor's sureties at any time until Final Completion

~~§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the~~ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

~~Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the~~

Init.

~~proceeds. If the Contractor does not object, the Owner~~ § 11.4.3 The Contractor shall deliver copies of the required bonds to the Owner and Architect not later than five business days after execution of the Contract by Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's Representative with Architect's recommendation.

~~shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate~~

§ 11.4.4 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

~~the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

§ 11.4.5 Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bonds shall be signed by an agent, resident in the State of Texas. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the Owner shall have the right to require from the Contractor additional and sufficient sureties or other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contractor may be withheld until the Contractor provides additional surety or security

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 ~~If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, Architect or Owner, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.~~

§ 12.1.2 ~~If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.~~

§ 12.2 Correction of Work

§ 12.2.1 ~~12.2.1.1~~ Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Work failing to conform to the requirements of the Contract Documents or Construction Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.1.2 The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not promptly respond to a notice of defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, thereof, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Construction Documents or the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct the Work as provided in 12.2.2.1.1 nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it. Nothing contained in this Section 12.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

in accordance with Section 2.5.

§ 12.2.2.1.1 If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) days after written notice, then Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2, but only as to that corrected Work.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 Contractor shall replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work.

rk that do not conform to the requirements of the Construction Documents or the Contract Documents or by defects in the Work.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provision for this Section 12.2.7 shall not apply to corrective work attributable solely to the acts or omissions of any separate contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Construction Documents or the Contract Documents, then an equitable deduction from the Contract Sum shall be made by agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4, laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in Hidalgo County, or, if no county is specified, then the county in which the Owner's main administrative office is located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives

to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither Documents. Neither party to the Contract shall assign the Contract as a whole Contract, in whole or in part without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment. The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the ~~Owner, Architect, or Contractor~~ Owner or Architect shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public ~~authorities~~ authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and ~~approvals.~~

approvals which shall be included in the Cost of the Work. Provided, however, per Texas Government Code Chapter 2269, Owner shall bear all costs of inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by the Owner.. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. ~~The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.~~

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, ~~the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements then the Owner shall provide or contract for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.~~ approval.. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

Architect, Owner and Contractor shall cooperate for the timely scheduling of such tests and inspections.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, ~~including including, but not limited to,~~ those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the ~~Architect.~~ Architect with a copy to the Owner..

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

~~Payments~~ Undisputed payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate ~~the parties agree upon~~ provided by Texas Government Code Section 2251.025. Any such payment shall be deemed overdue on the thirty-first day after Owner received Architect's invoice or Contractor's Certificate for Payment for the Architect, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth day after Owner receives Architect's invoice or Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 EQUAL OPPORTUNITY IN EMPLOYMENT

§ 13.6.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.6.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, or national origin.

§ 13.7 RECORDS

§ 13.7.1 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within 10 days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

§ 13.7.2 If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with the provisions of Section 13.9.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps and subcontractor payments; original estimates; estimating work sheets; general ledger entries detailing cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.7.3 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.9.1.

~~in writing or, in~~

§ 13.7.4 Contractor shall keep all Construction Documents related to the Project, subject to the provisions of Section 13.9.1, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

~~the absence thereof, at the legal rate prevailing from time~~

§ 13.7.5 In the event that an audit by the Owner reveals any errors/overpayments by the Contractor, then the Contractor shall refund to the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION

§ 13.8.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

~~time at the place where~~ § 13.8.2 Neither Architect nor Contractor shall disclose any confidential information which Comes into the possession of Architect or Contractor at any time during the Project, including but not limited to, the location and deployment of security devices, security access codes, student likenesses, student record information or employee information.

~~the Project is located.~~ § 13.8.3 The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552, et seq.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~ ninety (90) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment ~~on a~~ of undisputed sums due on an approved Certificate for Payment within the time stated in the Contract Documents; or Documents.
- ~~.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the ~~Work,~~ Work under direct or indirect contract with the Contractor, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, ~~the Contractor may, upon seven days' then, after the applicable time period, the Contractor may, upon ten (10) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such~~ and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination.

§ 14.1.4 If the Work is stopped for a period of ~~60-ninety (90)~~ consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon ~~seven additional days' twenty (20) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.~~

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; ~~or~~
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 fails to furnish the Owner, upon request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents:
 - .6 engages in worker misconduct in violation of Article 3.3.2 or engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or
 - .7 fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and ~~upon certification by the Architect that sufficient cause exists to justify such action, subject to any prior rights of the surety,~~ the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts earned to the date of termination.

§ 14.2.4 ~~If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's/Architects' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,~~
the Contractor exceed the unpaid balance of the Contract Sum or Guaranteed Maximum Price if the Project is a Construction Manager at Risk project, then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 ~~The Contract Sum and Contract Time shall be adjusted. Guaranteed Maximum Price, and Contract Time may be adjusted, by mutual agreement~~ for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Trustees has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end

of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly ~~executed; costs incurred~~ executed and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination. Such payment shall not cause the Contract Sum, or Guaranteed Maximum Price if the Project is a Construction Manager at Risk project, to be exceeded. Such payment shall not include overhead and profit for Work not executed.

~~by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~

§ 14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 14.4.

ARTICLE 15 CLAIMS AND DISPUTES OF CONTRACTOR

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by ~~one of the parties~~ the "Contractor" seeking, as a matter of right, payment of money, a change in the Contract Time, interpretation of the Contract terms, or other relief with respect to the terms of the Contract. ~~The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract, the Project or the Work.~~ The responsibility to substantiate Claims shall rest with the party making the Claim. ~~This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.~~ Contractor.

§ 15.1.2 Time Limits on Claims Litigation

The Owner and Contractor shall commence all ~~Claims and causes of action~~ litigation against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of ~~Substantial~~ Final Completion of the Work. The Owner and Contractor waive all ~~Claims and causes of action~~ not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by ~~either the Owner or Contractor~~, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by ~~notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.~~ Claims by either party written notice to the Owner and to the Architect. Claims by Contractor under this Section 15.1.3.1 shall be initiated within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes 21 calendar days after the Contractor first knew or should have known of the condition giving rise to the Claim, whichever is later-earlier.

~~§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.~~

Claims must be initiated by written notice titled "Notice of Claim" ("Notice") and sent to the Architect and Owner's

designated representative. The Notice shall clearly set out the specific matter of complaint, and the impact or damages which may occur or have occurred as a result thereof, to the extent that the impact or damages can be assessed at the time of the Notice. If the impact or damages cannot be assessed as of the date of the Notice then the Notice shall be amended at the earliest date that is reasonably possible. It is imperative that Owner receive timely specific Notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly. Any claim or portion of a claim by Contractor that has not been made the specific subject of a Notice within ninety-one (91) days after the occurrence of the event giving rise to such claim or within ninety-one (91) days after the Contractor first knew or should have known of the condition giving rise to the Claim, whichever is earlier, shall be waived. Pursuant to Texas Civil Practices and Remedies Code Section 16.071, Contractor agrees that this is a reasonable notice requirement.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9-7 and ~~Article 14, 9.7, as amended and Article 14, as amended,~~ the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for Work performed in accordance with the Contract Documents.

~~§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~

§ 15.1.5 Claims for Additional Cost or an Increase in the Contract Sum or Guaranteed Maximum Price

If the Contractor wishes to make a Claim for additional cost or an increase in the Contract Sum, Sum or Guaranteed Maximum Price, written notice as provided in Section 15.1.3 shall be given ~~before proceeding to execute the portion of the Work that is the subject of the Claim. Prior to Owner and Architect.~~ Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

The Architect will promptly investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner's Board of Trustees, or Owner's representative if provided for herein, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate ~~of cost and~~ of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and ~~had an adverse effect on the scheduled construction.~~ prevented the execution of major items of work on normal working days. "Adverse weather conditions" means unusually severe weather which is beyond the normal weather recorded and expected for the locality and/or the season or seasons of the year..

~~§ 15.1.7 Waiver of Claims for Consequential Damages~~**§ 15.1.6.3** The Contractor shall anticipate and include in the construction schedule rain days due to adverse weather conditions in accordance with the rainfall table below. A rain day is defined as a day when rainfall exceeds one-half (.5) inch during a 24-hour period. The number of rain days expected for each month is as follows:

Note: Prior to the execution of the Contract, Owner shall fill in the blanks below:

| | | | | | |
|----------|-----|---------------|--------|-----|---------------|
| January | [] | calendar days | July | [] | calendar days |
| February | [] | calendar days | August | [] | calendar days |

| | | | | | |
|--------------|-----|----------------------|------------------|-----|----------------------|
| <u>March</u> | [] | <u>calendar days</u> | <u>September</u> | [] | <u>calendar days</u> |
| <u>April</u> | [] | <u>calendar days</u> | <u>October</u> | [] | <u>calendar days</u> |
| <u>May</u> | [] | <u>calendar days</u> | <u>November</u> | [] | <u>calendar days</u> |
| <u>June</u> | [] | <u>calendar days</u> | <u>December</u> | [] | <u>calendar days</u> |

~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

§ 15.1.6.4 Time extensions may be granted for rain days in any month when the cumulative number of rain days during that month exceeds the number scheduled, provided that the rainfall prevented the execution of major items of work on normal working days. No day will be counted as a rain day when substantial Contractor forces are able to perform Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The number of rain days shown in the above schedule for the first and last months of the Contract will be prorated in determining the total number of rain days expected during the period of the Contract.

~~1—damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~

§ 15.1.6.5 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of rain delays, or hindrances or delays which are the fault of Owner and/or under Owner's control, but only to the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. Only claims for extension of time shall be considered because of

~~2—damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business~~

hindrances or delays not the fault of either Contractor or Owner, but only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. Board approval shall be required for any extension of time. No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

~~and reputation, and for loss of profit, except anticipated profit arising directly from the Work.~~

§ 15.1.5.6 Requests for time extension shall be submitted on a monthly basis and shall specify the time delay, the cause of the delay, and the responsible party for the delay, whether Contractor, Owner, rain day, or other. No claims for damages for delay shall be made by Contractor. Any claim not submitted under the terms of this Section shall be waived.

~~This mutual waiver is applicable, without limitation, to § 15.1.7 Waiver of Claims for Consequential Damages all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. The Contractor waives all Claims against Owner for consequential damages arising out of or relating to this Contract including, but not limited to, any amount owed as compensation for the increased cost to perform the Work as a direct result of Owner-caused delays or acceleration.~~

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision—Recommendation of Architect

. Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for written recommendation. An initial recommendation by the Architect shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision

~~Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner. Architect with no recommendation having been rendered by the Architect.~~

~~§ 15.2.2 The Initial Decision Maker Architect will review Claims and within ten days of the receipt of a Claim take one or more the Claim take one of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim. Contractor, or (2) make a written recommendation to the Owner, with a copy to the Contractor.~~

~~§ 15.2.3 In evaluating Claims, the Initial Decision Maker Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense. Architect in making a written recommendation.~~

~~§ 15.2.4 If the Initial Decision Maker Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker advise the Architect when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker furnished or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.~~

~~§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

~~Following receipt of the Architect's written recommendation regarding a Claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Sum or Guaranteed Maximum Price and/or Contract Time. If no agreement can be~~

~~§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1. reached, then either party may request mediation of the dispute pursuant to Section 15.3~~

~~§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

~~15.2.6 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or~~

~~§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~

~~§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

~~§ 15.3 Mediation~~

~~§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~§ 15.3.2~~ The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~§ 15.3.3~~ Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

~~§ 15.3.4~~ The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~§ 15.4 No Arbitration~~

~~§ 15.4.1~~ If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

~~§ 15.4.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

~~§ 15.4.2~~ The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 15.4.3~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

~~§ 15.4.4 Consolidation or Joinder~~

~~§ 15.4.4.1~~ Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

15.5 Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, enjoys immunities from suit and liability provided by the Constitution and

~~§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

15.6 In any adjudication under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

"General Decision Number: TX20190255 01/04/2019

Superseded General Decision Number: TX20180305

State: Texas

Construction Type: Building

County: Hidalgo County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 01/04/2019 |

BOIL0074-003 01/01/2017

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 28.00 | 22.35 |

ENGI0178-005 06/01/2014

| | Rates | Fringes |
|--|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| (1) Tower Crane..... | \$ 29.00 | 10.60 |
| (2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above..... | \$ 28.75 | 10.60 |
| (3) Hydraulic cranes 59 Tons and under..... | \$ 27.50 | 10.60 |

* IRON0084-011 06/01/2018

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 23.77 | 7.12 |

PLUM0412-004 04/01/2013

| | Rates | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 31.14 | 12.43 |

SUTX2014-031 07/21/2014

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|---|----------|------|
| BRICKLAYER..... | \$ 16.17 | 0.00 |
| CARPENTER..... | \$ 14.21 | 2.22 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 12.46 | 0.00 |
| ELECTRICIAN..... | \$ 18.44 | 4.53 |
| INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)..... | \$ 11.54 | 2.17 |
| IRONWORKER, REINFORCING..... | \$ 12.01 | 0.00 |
| IRONWORKER, STRUCTURAL..... | \$ 15.04 | 4.34 |
| LABORER: Common or General..... | \$ 8.00 | 0.00 |
| LABORER: Mason Tender - Brick... | \$ 10.00 | 0.00 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 10.89 | 0.96 |
| LABORER: Pipelayer..... | \$ 11.00 | 3.47 |
| LABORER: Roof Tearoff..... | \$ 10.06 | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 14.04 | 1.01 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader..... | \$ 13.93 | 0.00 |
| OPERATOR: Bulldozer..... | \$ 18.29 | 1.31 |
| OPERATOR: Drill..... | \$ 16.22 | 0.34 |
| OPERATOR: Forklift..... | \$ 14.83 | 0.00 |
| OPERATOR: Grader/Blade..... | \$ 10.00 | 0.00 |

| | | |
|---|----------|------|
| OPERATOR: Loader..... | \$ 12.87 | 0.70 |
| OPERATOR: Mechanic..... | \$ 17.00 | 0.00 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete)..... | \$ 16.03 | 0.00 |
| OPERATOR: Roller..... | \$ 12.70 | 0.00 |
| PAINTER (Brush, Roller, and Spray)..... | \$ 11.27 | 0.00 |
| PIPEFITTER..... | \$ 15.22 | 3.16 |
| ROOFER..... | \$ 11.42 | 0.00 |
| SHEET METAL WORKER (HVAC Duct Installation Only)..... | \$ 18.40 | 2.12 |
| SHEET METAL WORKER, Excludes HVAC Duct Installation..... | \$ 21.13 | 6.53 |
| TILE FINISHER..... | \$ 11.22 | 0.00 |
| TILE SETTER..... | \$ 12.15 | 0.00 |
| TRUCK DRIVER: Dump Truck..... | \$ 12.39 | 1.18 |
| TRUCK DRIVER: Flatbed Truck..... | \$ 19.65 | 8.57 |
| TRUCK DRIVER: Semi-Trailer Truck..... | \$ 12.50 | 0.00 |
| TRUCK DRIVER: Water Truck..... | \$ 12.00 | 4.11 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were

prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

"

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

**PREVAILING
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

AIA[®] Document A101[™] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Sharyland Ind. School District
1106 N. Shary Rd.
Mission, TX 78572

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Sharyland Ind. School District
Hinojosa Elementary HVAC and Controls Upgrade
Mission, Texas

The Architect:
(Name, legal status, address and other information)

Gomez Mendez Saenz, Inc.
1150 Paredes Line Rd.
Brownsville, Texas 78521
Telephone Number: 956-546-0110
Fax Number: 956-546-0196

The Owner and Contractor agree as follows.

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

The parties should complete A101[™]–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
|-----------------|-----------------------------|

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|------|-------|
|------|-------|

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
|------|-------|---------------------------|

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

| Item | Price |
|------|-------|
|------|-------|

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Sharyland Ind. School District
1106 N. Shary Rd.
Mission, TX 78572

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

- .6 Specifications

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

- .7 Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

Init.

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

PAYMENT BOND

KNOW ALL MEN BY PRESENTS, that _____ as
Principal, and _____ as Surety, are hereby held and
firmly bound unto the Owner _____ in the penal sum of:
_____ (\$ _____)
for the Payment, whereof, the said Principal and Surety (s) bind themselves, their heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain
contract hereto attached, and made a part hereof, with the Owner, said contract described as
follows: _____ which contract is hereby referred
to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefor, the condition of this obligation is such, that if the said principal shall
faithfully perform the work in accordance with the plans, specifications and contract documents,
then this obligation shall be void; otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Article 5160 of
the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, Regular Session,
1959, and all liabilities of this bond shall be in accordance with the provisions of said Article to the
same extent as if it were copied at length herein determined.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under
their several seals this _____ day of _____, _____, the name and
corporate seal of each corporate party being hereto affixed, and these presents duly signed by its
undersigned representative pursuant to authority of its governing body.

Principal:
By _____

Surety:

PERFORMANCE BOND

KNOW ALL MEN BY PRESENTS, that _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner _____ in the penal sum of: _____ (\$ _____) for the Payment, whereof, the said Principal and Surety (s) bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain contract hereto attached, and made a part hereof, with the Owner, said contract described as follows: _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefor, the condition of this obligation is such, that if the said principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, Regular Session, 1959, and all liabilities of this bond shall be in accordance with the provisions of said Article to the same extent as if it were copied at length herein determined.

In the event Principal is in default under the contract as defined herein, Surety (s) will within fifteen (15) days of determination of such default take over and assume completion of said contract and become entitled to the Payment of the balance of the Contract price.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal:
By _____

Surety:

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 0101 - SUMMARY OF WORK:

1.1 Location: The project site for the Sharyland ISD – Hinojosa Elementary HVAC and Controls Upgrade project is in Mission, TX.

1.2 Approval of Working Surfaces: Any contractor performing work over the work of other contractors shall notify the Architect of any unsatisfactory condition. Beginning of work by any contractor shall constitute the acceptance of the previous work.

1.3 Checking Dimensions at Site: Before ordering any materials or doing any work, verify all measurements of the building and be responsible for the correctness of them. No extras will be allowed for variations from drawings in existing conditions or for work performed under this contract. Any discrepancies found shall be submitted to the Architect for instruction before proceeding.

1.4 Cutting & Patching: No excessive cutting will be permitted, nor shall any structural members be cut without the approval of the Architect. Each contractor shall leave all chases and openings straight, true and of the proper size in his work as may be necessary for the proper installation of his and/or other contractor's work. After such work has been installed, he shall carefully fit around, close up, repair, patch and point up same as directed, to the entire satisfaction of the Architect.

1.5 Cooperation: The General Contractor, all other contractors and all sub-contractors shall coordinate their work with all adjacent work and shall cooperate with all other trades so as to facilitate the general progress of the work. Each trade shall afford all other trades every reasonable opportunity for installation of their work and storage of their materials.

1.6 Project Logbook: The project superintendent shall maintain a daily project logbook, indicating which sub-contractors were on the job, time of arrival, and the number of workers. Statements as to the daily progress shall be logged. This log book shall be made available to the Architect and shall be kept at the job site office.

1.7 Inspection and Tests: Architect and his representatives shall at all times have access to the work whether it is in preparation of progress. Provide proper and safe facilities for such access and inspection. Make all inspections and tests in connection with this entire contract as required by the Architect. All testing shall be paid for by the Contractor and be done by an independent testing laboratory meeting the approval of the Architect.

1.8 Security: Provide security fencing in all work areas. See Temporary Facilities.

2. ALLOWANCES:

See Paragraph 3.8 of the General Conditions

2.1 Testing Allowances: A recognized, independent testing laboratory, selected by the Architect shall perform the necessary testing services. All costs of making tests shall be borne by the TESTING ALLOWANCE. Any cost of retesting required due to failure of original tests to meet required standard shall be borne by the Contractor at no expense to the Owner.

TESTING ALLOWANCE: N/A

2.2 Betterment Allowance: Include the sum set forth below as a Betterment Allowance which will, if needed, be expanded on Betterment to the Buildings, as directed in writing by approved change orders

BETTERMENT ALLOWANCE: \$20,000.00

SECTION 0110 - BID SCHEDULE

1. BID SCHEDULE: All proposals and alternate bid items shall be subject to the General and Special Conditions and all other related sections of the specifications and requirements of the drawings. The Owner shall have the right to accept or reject any or all alternates.

1.1 BASE BID: The Contractor shall state on the General Contract Bid Proposal under the Base Bid, the amount for all work, complete in all respects in accordance with plans and specifications to Sharyland ISD Fuel Tank.

1.2 ALTERNATES: The Contractor shall state on his Bid Form, under each Alternate the amount to add to his bid to perform all work, complete in all respects, in accordance with the plans and specifications to construct work required by the Alternates.

Alternate #1: Controls by Trane.

Alternate #2: Extended warranty and maintenance contract for DOAS units.

Alternate #3: Test and Balance Additional Services: Provide services of TAB firm on VAV boxes to calibrate terminal boxes. Existing airflow rings are to be reused. Provide report to engineer and Owner listing all rings that are non-functional or that cannot read airflow accurately. Coordinate with Controls Contractor for setting of control system parameters to obtain design airflows.

SECTION 0120 - AS BUILT DRAWINGS:

As the work proceeds, keep careful records of piping, electrical circuits, duct work and other concealed work whose installed location varies from that shown on plans. Furnish the Architect with one marked up set before final.

SECTION 0130 - REPORTS:

The Contractor will provide a written report to the Architect after each inspection conducted by the City Inspectors concerning their findings.

SECTION 0140 - QUANTITIES & WARRANTIES:

All guarantees and warranties expressed or implied shall be provided to the Architect in written form prior to final payment.

SECTION 0150 - PICTURES

The contractor will provide the Architect with sequence photographs showing the flashing in place prior to application of roof. This is mandatory. Closeups of all flashings are required.

SECTION 0160 - CERTIFICATION OF CONSTRUCTION

The building contractor or construction manager shall certify in writing that the facility has been constructed in accordance to the construction documents and its specifications.

SECTION 0170-CERTIFICATION OF NON USE OF ASBESTOS PRODUCTS:

General Contractor shall provide the Architect with certified letters from all subcontractors and suppliers stating that no asbestos products shall be used on this project.

SECTION 0180 - SCOPE AND SEQUENCE OF CONSTRUCTION

1.1 General:

The Contractor shall under no circumstances leave any building unsecured or unprotected at the end of each work day. The successful bidder shall include in his bid any cost to provide any security fencing as required to secure site.

The Contractor shall provide all necessary precautions and safeguards during construction for protection of any visitor whom might visit the job site.

SECTION 01340 SUBMITTALS

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division_1 Specifications, apply to work of this section.

DESCRIPTION OF REQUIREMENTS:

The types of submittal requirements for specified in this section including shop drawings, product data, samples and miscellaneous work_related submittals. Individual submittal requirements are specified in applicable sections for each unit of work. Refer to other Division_1 sections and other contract documents for requirements of administrative submittals.

Definitions: Work_related submittals of this section are categorized for convenience as follows:

Shop drawings include specially_prepared technical data for this project including drawings, diagrams, performance curves data sheets schedules, templates, patterns, reports, calculations, installation instructions, measurements and similar information not in standard printed form to a range of similar projects. **TDI certification and testing to be included for review.**

Product data includes standard printed information on manufactured products that has not been specially_prepared for this project, other than the designation of selections from among available choices printed therein.

Samples include both fabricated and unfabricated physical examples of materials, products and units of work; both as complete units and as smaller portions of units of work; either for limited visual inspection or (where indicated) for more detailed testing and analysis.

Mock_ups are special forms of samples, which are too large or otherwise inconvenient for handling in the manner specified for transmittal of sample submittals.

Miscellaneous submittals related directly to the work

SECTION 01340 SUBMITTALS

(non_administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records quality testing and certification reports, copies of industry standards, record drawings, field measurement data, operating and maintenance manuals, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

GENERAL SUBMITTAL REQUIREMENTS:

Scheduling: Where appropriate in administrative submittals, (listing of products, manufacturers, suppliers and sub_contractors, and in job progress schedule), show principal work_related submittals and time requirements for coordination of submittal activity with related work in each instance.

Listing: Prepare a separate listing, organized by related specification section number sequence, showing principal work_related submittals and their initial submittal dates as required for coordination of the work. Submit listing within 45 days of date of commencement of the work.

Coordination and Sequencing: Coordinate preparation and processing of submittals with the performance of the work so that work will not be delayed by submittals. Coordinate and sequence different categories of submittals for same work, and for interfacing units of work, so that one will not be delayed for coordination of A/E's review with another.

Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, Submittal name, and similar information to distinguish it from other submittals. Show Contractor's executed review and approval markings and provide space for the Architect/Engineer's "Action" marking. Package each submittal appropriately for transmittal and handling. Submittals which are received from sources other than through Contractor's office will be returned by A/E "without action".

SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS:

General: Except as otherwise indicated in the individual work sections, comply with the requirements specified herein for each indicated category of submittal. Provide and process intermediate submittals, where required between initial and final, similar to initial submittals.

Shop Drawings: Provide newly_prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated), with name of preparer indicated (firm name). Show dimensions and not which are

SECTION 01340 SUBMITTALS

based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards and special coordination requirements. Do not allow shop drawing copies without appropriate final "Action" markings by the Architect/Engineer to be used in connection with the work.

Initial Submittal: Provide one correctable translucent reproducible print and five blue_line or black_line prints: the reproducible will be returned.

Product Data: Collect required data into one submittal for each unit of work or system; and mark each copy to show which choices and options are applicable to project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements. Maintain one set of product data (for each submittal) at project site, available for reference by Architect/Engineer and others.

Submittals: Do not submit product data, or allow its use on the project, until compliance with requirements of contract documents has been confirmed by Contractor. Submittal is for information and record, unless otherwise indicated.

Initial submittal is final submittal unless returned promptly by Architect/Engineer, marked with an "Action" which indicates an observed non_compliance. Submit 3 copies plus 3 additional copies (which will be returned) where required for maintenance manuals.

Samples: Provide units identical with final condition of proposed materials or products for the work. Include "range" samples (not less than 3 units) where unavoidable variations must be expected, and described or identify variations between units of each set. Provide full set of optional samples where Architect's/Engineer's selection is required. Prepare samples to match Architect's/Engineer's sample where so indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations, and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by Architect/Engineer. Architect/Engineer will not "test" samples (except as otherwise indicated) for compliance with other requirements, which are therefore the exclusive responsibility of Contractor.

Submittal: Provide a single set of samples for Architect's/Engineer's review and "Action".

Mock_Ups and similar samples specified in individual work sections recognized as a special type of sample. Comply with requirements for "samples" to greatest extent possible, and process transmittal forms to provide a record of activity.

Inspection and Test Reports: Classify each as either "shop drawings" or "product data"

SECTION 01340 SUBMITTALS

depending upon whether report is uniquely prepared for project, or a standard publication of workmanship control testing at point of production and process accordingly.

Warranties: Refer to "Products" section for specific general requirements on warranties, product/workmanship bonds and maintenance agreements. In addition to copies desired for the Contractor's use, furnish 2 executed copies except - furnish 2 additional (conformed) copies where required for maintenance manuals.

Closeout Submittals: Refer to section "closeout" and to individual work sections for specific requirements on submittal of closeout information, materials, tools, and similar items.

Record Documents Copies: Furnish one set.

Operating and Maintenance Data: Furnish 2 bound copies.

Materials and Tools: Refer to individual work sections of for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.

General Distribution: Provide additional distribution of submittals (not included in foregoing copy submittal requirements) to subcontractors, suppliers, fabricators, installers, governing authorities, and others as necessary for the proper performance of the work. Include such additional copies in transmittal to the Architect/Engineer where the submittals are required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

ACTION ON SUBMITTALS

Architect/Engineer's Action: Where action and return is required or requested, the Architect/Engineer will review each submittal, mark with "Action", and where possible return within 2 weeks of receipt.

Where the submittal must be held for coordination, Contractor will be so advised by A/E without delay.

SECTION 01340 SUBMITTALS

Final Unrestricted Release: Work may proceed, provided it complies with the contract documents, when submittal is returned with the following:

Marking: "Accepted".

Marking: "Approved".

Final_But_Restricted Release: Work may proceed, provide it complies with notations and corrections on submittal and with contract documents, when submittal is returned with the following:

Marking: "Accepted as Noted".

Marking: "Approved as Noted".

Returned for Resubmittal: Do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain a different actin marking. Do not allow submittals with the following marking (or unmarked submittals where a marking is required) to be used in connection with performance of the work:

Marking: "Not Accepted, Resubmit".

Marking: "Disapproved, Resubmit".

Other Action: Where the submittal is returned, for other reasons, with Architect/Engineer's explanation included, it will be marked as follows:

Marking: "Action Not Required".

Marking: "No Action".

Action Stamp: Architect's/Engineer's action stamp, for use on submittals to be returned to Contractor, is self_explanatory as marked.

PART 2 PRODUCTS (Not Applicable).

PART 3 EXECUTION (Not Applicable).

END OF SECTION 01340

SECTION 01505 TEMPORARY FACILITIES

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division_1 Specification sections, apply to the work of this section.

DESCRIPTION OF REQUIREMENTS:

Definitions: Specific administrative and procedural minimum actions are specified in this section, as extensions of provisions in General Conditions and other contract documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication by Architect or Engineer that such temporary activity is not required for successful completion of the work and compliance with requirements of contract documents. Provisions of this section are applicable to, but not by way of limitation, utility services, construction facilities, support facilities, security/protection provisions, and support facilities.

QUALITY ASSURANCE:

General: In addition to compliance with governing regulations and rules/recommendation of franchised utility companies, comply with specific requirements indicated and with applicable local industry standards for construction work (published recommendations by local consensus "building councils").

ANSI Standards: Comply with applicable provisions of ANSI A1_Series standards on construction safety, including A.10.3, A.10.4, A10.5, A10.6, A10.7, A10.8, A10.9, A10.10, A10.11, A10.12, A10.13, A10.14, A10.15, A10.17, A10.18, A10.20, and A10.22.

NFPA Code" Comply with NFPA Code 241 "Building Construction and Demolition Operations."

JOB CONDITIONS:

General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.

SECTION 01505 TEMPORARY

Conditions of Use: Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non_hazardous, sanitary and protective of persons and property, and free of deleterious effects.

PART 2 AND 3 _ PRODUCTS AND EXECUTION

TEMPORARY UTILITY SERVICES:

The types of services required include, but not by way of limitation, water, sewerage, surface drainage, electrical power and telephones. Where possible and reasonable, connect to existing franchised utilities for required services; and comply with service companies' recommendations on materials and methods, or engage service companies to install services. Locate and relocate services (as necessary) to minimize interference with construction operations.

TEMPORARY CONSTRUCTION FACILITIES:

The types of temporary construction facilities required include, but not by way of limitation, water distribution, drainage, enclosure of work, heat, ventilation, electrical power distribution, lighting, hoisting facilities, stairs, ladders, and roads. Provide facilities reasonable required to perform construction operations properly and adequately.

Water Distribution: Provide hose lengths sufficient to reach entire area of construction work, not less than 3/4" hose size. Prevent freezing of water distribution by either prompt drainage after each use, or by suitable protection.

Electrical Power: Provide weatherproof, grounded, power distribution system sufficient to accommodate construction operations requiring power, use of power tools, electrical heating, lighting, and start_up testing of permanent electric_powered equipment prior to its permanent connection to electrical system. Provide overload protection. Locate multiple outlets (not less than 4_gang) at each story of construction, spaced so that entire area of construction can be reached by power tools on a single extension cord of 100' maximum length.

Supply power for electric welding, if any, from either temporary power distribution system or by engine_driven power_generator sets, at Contractor's option.

Lighting: Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug_in task lighting. Provide general lighting with local switching which will enable energy conservation during periods of varying activity (work_in_progress, traffic

SECTION 01505 TEMPORARY

FACILITIES - 2

only security check, lock_up, etc.).

Provide uniformly spaced general lighting equivalent to not less than one 200_watt incandescent lamp per 1000 sq. ft. of floor area, and one 100_watt lamp per 50' of corridor and per flight of stairs.

Access Provisions: Provide ramps, stairs, ladders and similar temporary access elements as reasonably required to perform the work and facilitate its inspection during installation. Comply with reasonable requests of governing authorities performing inspections. When permanent stairs are available for access during construction, cover finished surfaces with sufficient protection to ensure freedom from damage and deterioration at time of substantial completion.

SECURITY/PROTECTION PROVISION:

The types of temporary security and protection provision required include, but not by way of limitation, fire protection, barricades, warning signs/lights, and similar provision intended to minimize property losses, personal injuries and claims for damages at project site.

Fire Extinguishers: Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type A extinguishers at locations of low_potential for either electrical or grease_oil flammable liquids fires; provide Type ABC dry chemical extinguishers at other locations; comply with recommendations of NFPA No. 10. Post warning and quick_instructions at each extinguisher location, and instruct proper use of extinguishers and other available facilities at project site. Post local fire department call number on each telephone instrument at project site.

Permanent Fire Protection: Complete each fire protection facility at earliest reasonable date, make ready for emergency use, and instruct personnel at site on availability and proper use.

Building Enclosure and Lockup: At earliest possible date, secure building against unauthorized entrance at times when personnel are not working.

TEMPORARY SUPPORT FACILITIES:

The types of temporary support facilities required include, but not by way of limitation, field offices, storage sheds, fabrication sheds, sanitary facilities,

SECTION 01505 TEMPORARY

drinking water, first aid facilities, bulletin board, private telephones, project identification signs, clean_up facilities, waste disposal service, and similar miscellaneous general services, all as may be reasonably required for proficient performance of the work and accommodation of personnel at the site including Owner's and Architect's/Engineer's personnel. Discontinue and remove temporary support facilities, and make incidental similar use of permanent work of the project, only when and in manner authorized by Architect/Engineer; and, if not otherwise indicated, immediately before time of substantial completion. Locate temporary support facilities for convenience of users, and for minimum interference with construction activities.

Contractor's Field Offices: Provide adequate office space for field office personnel plus one spare work station for incidental use by subcontractor's personnel, suitably finished, furnished, equipped and conditioned.

Sanitary Facilities: At contractor's option, provide either piped (wet) toilets facilities or self_contained toilet units of type acceptable to governing authorities, adequate (at all stages of construction) for use of personnel at job site. Provide separate facilities for male and female personnel when both sexes are working (in any capacity) at project site.

Project Identification Sign: At locations(s) shown on site plans provide project identification sign complying with sketch/data sheet included at end of this section. Engage an experienced sign painter to paint graphics on sign as indicated. Construct sign of treated wood framing and posts, and 3/4" plywood panels of exterior type Grade B_C sanded 2 sides.

END OF SECTION 01505

SECTION 01605 PRODUCTS AND SUBSTITUTIONS

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division_1 Specification sections, apply to work of this section.

DESCRIPTION OF REQUIREMENTS:

Definitions: "Products" is defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. "Materials", is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of work. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in contract documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self_explanatory and have recognized meanings in the construction industry.

Substitutions: The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to contract documents, where requested by Owner, Architect or Engineer, are "changes" not "substitutions." Requested substitutions during bidding period, which have been accepted prior to Contract Date, are included in contract documents and are not subject to requirements for substitutions as specified herein. Contractor's determination of an compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions;" and do not constitute a basis for change orders, except as provided for in contract documents. Otherwise, Contractor's requests for changes in products, materials and methods of construction required by contract documents are considered requests for "substitutions," and are subject to requirements hereof.

Standards: Refer to Division_1 section "Definitions and Standards" for applicability of industry standards to products of project, and for acronyms used in text of specification sections.

QUALITY ASSURANCE:

Source Limitations: To the greatest extent possible, for each unit of work, provide products, materials or equipment of a singular generic kind and from a single source.

Compatibility of Options: Where more than one choice is available as options for

Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected (which may have been from among options for those other products and materials). Total compatibility among options is not assured by limitations within contract documents, but must be provided by Contractor. Compatibility is a basic general requirement of product/material selections.

SUBMITTALS:

Requests for Substitutions: Submit 3 copies, fully identified for product or method being replaced by substitution, including related specification section and drawing number(s), and fully documented 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.

PRODUCT DELIVER STORAGE HANDLING:

General: Deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Control delivery schedules to minimize long_term storage of products at site and overcrowding of construction spaces. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

WARRANTIES (GUARANTEES):

Categories of Specific Warranties: Warranties on the work are in several categories, including those of General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified in sections of Divisions 2 through 16 of these specifications:

Special Project Warranty (Guarantee): A warranty specifically written and signed by Contractor for a defined portion of the work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor.

Specified Product Warranty: A warranty which is required by contract documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published a similar warranty without regard for specific incorporation of a product into the work, or has written and executed a special product warranty as a direct result of contract document requirements.

Coincidental Product Warranty: A warranty which is not specifically required by

SECTION 01605 PRODUCTS AND

contract documents (other than as specified in this Section); but which is available on a product incorporated into the work, by virtue of the fact that manufacturer of product has published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.

Refer to individual sections of Divisions 2 through 16 for the determination of units of work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).

General Limitations: It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the work which result from: 1.) Unusual and abnormal phenomena of the elements, 2.) The Owner's misuse, maltreatment or improper maintenance of the work, 3.) Vandalism after time of substantial completion, or 4.) Insurrection or acts of aggression including war.

Related Damages and Losses: In connection with Contractor's correction of warranted work which has failed, remove and replace other work of project which has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted work.

Consequential Damages: Except as otherwise indicated or required by governing regulation, special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work.

Reinstatement of Warranty Period: Except as otherwise indicated, when work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for the following time period, starting on date of acceptance of replaced or restored work.

A period of time equal to original warranty period of time.

Replacement Cost, Obligations: Except as otherwise indicated, costs of replacing or restoring failing warranted units or products is Contractor's obligation, without regard for whether Owner has already benefited from use through a portion of anticipated useful service lives.

Rejection of Warranties: Owner reserves the right, at time of substantial completion or thereafter, to reject coincidental product warranties submitted by Contractor, which in opinion of Owner tend to detract from or confuse interpretation of requirements of contract documents.

Contractor's Procurement Obligations: Do not purchase, subcontract for, or allow others to purchase or sub_subcontract for materials or units of work for materials or units of work for project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.

Specific Warranty Forms: Where a special project warranty (guarantee) or specified project warranty is required, prepare a written document to contain terms and appropriate identification, ready for execution by required parties. Submit draft to Owner (through Architect/Engineer) for approval prior to final executions.

PART 2 PRODUCTS

GENERAL PRODUCT COMPLIANCES:

General: 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.

Procedures for Selecting Products: Contractor's options for selecting products are limited by contract document requirements, and governing regulations, and are not controlled by industry 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:

Single Product/Manufacturer Name: Provide product indicated, except advise Architect/Engineer before proceeding, where known that named product is not a feasible or acceptable selection.

Two or More Product/Manufacturer Names: Provide one of the named products, at Contractor's option; but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed product, except where none of named products comply with requirements or are a feasible selection; advise Architect/Engineer before proceeding.

"Or Equal": Where named products in specifications text are accompanied by the term "or equal", or other language of similar effect, comply with those contract document provisions concerning "substitutions" for obtaining

Architect/Engineer's approval (by change order) to provide an unnamed product specifications.

"Named", except as otherwise indicated, is defined to mean manufacturer's name for product, as recorded in published product literature, of latest issue as of date of contract documents. Refer requests to use products of a later (or earlier) model to Architect/Engineer's for acceptance before proceeding.

Standards, Codes and Regulations: Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations, is Contractor's option.

Performance Requirements: Provide products which comply with specific performances indicated, and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.

Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations in manufacturing process.

SUBSTITUTIONS:

Conditions: 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 one or more of following conditions is satisfied, all as judged by Architect/Engineer. Otherwise, requests will be returned without action except to record non_compliance with these requirements.

Where request is directly related to an "or equal" clause or other language of same effect in contract documents.

Where required product, material or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the work promptly or to coordinate various activities properly.

Where required product, material or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed work, or will encounter other substantial non_compliance which are not possible to otherwise overcome except by making requested substitution, which Contractor thereby certifies to overcome such non_compatibility,

SECTION 01605 PRODUCTS AND

SUBSTITUTIONS -5

non_coordination, non_warranty, non_insurability or other non_compliance as claimed.

Work_Related Submittals: Contractor's submittal of (and Architect/Engineer's acceptance of) shop drawings, product data or samples which relate to work not complying with requirements of contract documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

GENERAL PRODUCT REQUIREMENTS:

General: Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for intended use and effect.

Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.

Nameplates: Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the work.

Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.

Equipment Nameplates: Provide permanent nameplate on each item of service_connected or posser 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.

PART 3 _ EXECUTION (not applicable)

END OF SECTION 01605

SECTION 01705 PROJECT CLOSEOUT

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division_1 Specification sections, apply to work of this section.

DESCRIPTION OF REQUIREMENTS:

Definitions: Closeout is hereby defined to include general requirements near the end of the Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Divisions 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

PREREQUISITES TO SUBSTANTIAL COMPLETION:

General: Prior to requesting the Architect/Engineer's inspection for certification of substantial completion, (for either the entire work or for portions thereof), complete the following and list known exceptions in the request:

Submit specific warranties, workmanship/maintenance bonds, maintenance manuals and Test and Balance report. Submit minimum of three (3) copies of each.

Allow Owner's full, unrestricted use of the work and access to services and utilities (where required), include occupancy permits, operating certificates, and similar releases. Provide original copy of local city Certificate of Occupancy.

Deliver tools, spare parts, extra stocks of materials, and similar physical items to the Owner.

Make final change_over of locks and transmit the keys to the Owner, and advise the Owner's personnel of change_over in security provisions.

SECTION 01705 PROJECT CLOSEOUT -

Complete start_up testing of systems, and instructions of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities and services from the project site, along with construction tools and facilities, mock_ups, and similar elements. Complete final cleaning up requirements, including touch_up of painting of marred surfaces.

Inspection Procedures: Upon receipt of the Contractor's request Architect/Engineer will either proceed with inspection or advise Contractor of unfilled prerequisites. Following the initial inspection, the Architect/Engineer will either prepare the certificate of substantial completion, or will advise the Contractor of work which must be performed prior to the issuance of certificate; and repeat the inspection when requested and when assured that the work has been substantially completed. Results of the completed inspection will form the initial "punch_list" for final acceptance.

PREREQUISITES TO FINAL ACCEPTANCE:

General: Prior to requesting Architect/Engineer's final inspection for certification of final acceptance, and final payment, as required by the General Conditions, complete the following and list known exceptions, (if any), in request.

Submit the final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

Submit an updated final statement, accounting for final additional changes to the Contract Sum.

Submit certified copy of the Architect/Engineer's final punch_list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the Architect. This is to include a written letter from the General Contractor stating the project meets all ADA requirements..

Submit consent of surety.

Reinspection Procedure: Upon receipt of the Contractor's notice that the work has been completed, including punch_list items resulting from earlier inspections, and excepting incomplete, items delayed because

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of acceptable circumstances, the Architect/Engineer will reinspect the work.

Upon completion of reinspection, the Architect/Engineer will either prepare a certificate of final acceptance, or will advise the Contractor of work that is incomplete or obligations not fulfilled, as required for final acceptance. If necessary, procedure will be repeated.

RECORD DOCUMENT SUBMITTALS:

General: Specific requirements for record documents are indicated in individual sections of these specifications. Other requirements are indicated in the General Conditions. General submittal requirements are indicated in the "Submittals" sections. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire_resistive location; provide access to record documents for Architect/Engineer's reference during normal working hours.

Record Drawings: Maintain a white_print set (blue_line or white_prints of contract drawings and shop drawings in a clean, undamaged condition with mark_up of actual installations which vary substantially from the work as originally shown. Mark whichever drawing is most capable of showing the actual "field" condition fully and accurately; however, where shop drawings are used for mark_up, record a cross_reference at the corresponding location on the working drawings. Mark with red erasable pencil and, where feasible, use other colors to distinguish between variation in separate categories of work. Mark_up new information which is recognized to be of importance to Owner, but was for some reason not shown on either contract drawings or shop drawings. Give particular attention to concealed work that would be difficult to measure and record at a later date. Note related change_order numbers where applicable. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on cover of each set.

Record Specifications: Maintain one copy of specifications, including addenda, change orders and similar modifications issued in printed form during construction, and mark_up variations (of substance) in the actual work in comparison with the text of the specifications and modifications as issued. Give particular attention to substitutions, selection of options and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark_up, submit to Architect/Engineer for Owner's records.

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Record Product Data: Maintain one copy of each product data submittal, and mark_up significant variations in actual work in performed in comparison with the submitted information. Include both variations in product as delivered to site, and variations from the manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark_up of record drawings and specifications. Upon completion of mark_up, submit complete set to Architect/Engineer for the Owners's records.

Record Sample Submittal: Immediately prior to date(s) of substantial completion, the Architect/Engineer (and including Owner's personnel where desired) will meet with Contractor at site, and will determine which (if any) of submitted samples maintained by Contractor during progress of the work, are to be transmitted to the Owner for record purposes. Comply with Architect/Engineer's instruction for packaging, identification marking, and delivery to the Owner's sample storage area.

Miscellaneous Record Submittals: Refer to other sections of these specifications for requirements of miscellaneous record_keeping and submittals in connection with the actual performance of the work. Immediately prior to the date(s) of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect/Engineer for the Owner's records.

Maintenance Manuals: Organize maintenance_and_operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb_tabbed). Include emergency instructions, spare parts listing, copies of warranties, wiring diagrams, recommended "turn_around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set of data in a heavy_duty 2", 3_ring vinyl_covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

PART 2 PRODUCTS (not applicable)

PART 3 EXECUTION

CLOSEOUT PROCEDURES:

General Operating and Maintenance Instructions: Arrange for each installer of

SECTION 01705 PROJECT CLOSEOUT -

work requiring continuing maintenance or operation, to meet with Owner's personnel, at the project site, to provide basic instruction needed for proper operation and maintenance of the entire work. Include instructions by the manufacturer's representatives where installers are not experts in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start_up, shut_down, emergency operations, noise and vibration adjustments, safety, economy and efficiency adjustments energy effectiveness, and similar operations. Review maintenance and operations in relation with applicable warranties, agreements to maintain, bonds and similar continuing commitments.

FINAL CLEANING:

General: Special cleaning for specific units of work is specified in sections of Divisions 2 through 16. General cleaning during the progress of the work is specified in General Conditions and as "Temporary Facilities" section of this Division. Provide final cleaning of the work, at time indicated, consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first class building cleaning and maintenance program. Comply with manufacturer's instructions for cleaning operations. The following are examples but not by way of limitation, of cleaning levels required.

Remove labels which are not required as permanent labels.

Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances which are noticeable as vision_obscuring materials. Replace broken glass and damaged transparent materials.

Clean exposed exterior and interior hard_surfaced finishes to a dirt_free condition, free of dust, stains, films and similar noticeable distracting substances. Except as other_wise indicated, avoid disturbance of natural weathering of exterior surface. Restore reflective surfaces to their original reflective condition.

Wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and similar equipment; remove excess lubrication and other substances.

Remove debris and surface dust from limited_access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar

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spaces.

Clean concrete floors in non_occupied spaces broom clean.

Vacuum clean carpeted surfaces and similar soft surfaces.

Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.

Clean food service equipment to a condition of sanitation ready and acceptable for intended food service use.

Clean light fixtures and lamps so as to function with full efficiency.

Clean project site (yard and grounds), including landscape development areas, of litter and foreign substances.

Sweep paved areas to a broom_clean condition; remove stains, petro_chemical spills and other foreign deposits. Rake ground which are neither planted nor paved, to a smooth, even_textured surface.

Pest Control: Engage an experienced exterminator to make a final inspection of project and to rid project of rodents, insects, and other pests.

Removal of Protection: Except as otherwise indicated or requested by the Architect/Engineer, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.

Compliance: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at the site. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile or other harmful or dangerous materials into drainage systems. Remove waste materials from site and dispose of in a lawful manner.

Where extra materials of value remaining after completion of associated work have become Owner's property, dispose of these materials to the Owner's best advantage as directed.

END OF SECTION 01705

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September 20, 2019

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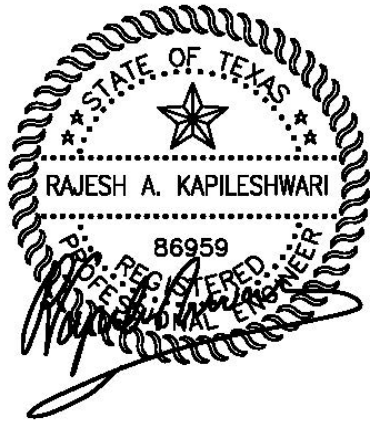
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| 238126 | Split System Air Conditioning System |

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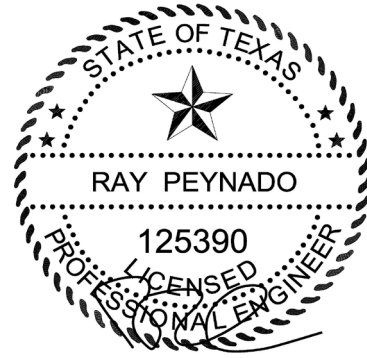
| | |
|--------|--|
| 260010 | Summary of Electrical Work |
| 260519 | Low-Voltage Electrical Power Conductors and Cables |
| 260526 | Grounding and Bonding for Electrical Systems |
| 260529 | Hangers and Supports for Electrical Systems |
| 260533 | Raceways and Boxes for Electrical Systems |
| 260544 | Sleeves and Sleeve Seals for Electrical Raceways and Cabling |
| 260553 | Identification for Electrical Systems |
| 262813 | Fuses |

DRAWINGS

| | |
|-------|--|
| COVER | COVER SHEET |
| ME-1 | MECHANICAL AND ELECTRICAL GENERAL NOTES, LEGEND, & ABBREVIATIONS |
| ME-2 | AREA "A" CLASSROOM BUILDING MECHANICAL AND ELECTRICAL DEMOLITION PLANS |
| ME-3 | AREA "B" CLASSROOM BUILDING MECHANICAL AND ELECTRICAL DEMOLITION PLANS |
| ME-4 | AREA "C" CLASSROOM BUILDING, AREA "D" GYMNASIUM AND AREA "E" HAZARDOUS STORAGE BUILDING MECHANICAL AND ELECTRICAL DEMOLITION PLANS |
| ME-5 | ENLARGED MECHANICAL AND ELECTRICAL DEMOLITION PLANS |
| ME-6 | ENLARGED MECHANICAL AND ELECTRICAL DEMOLITION PLANS |
| ME-7 | AREA "A" CLASSROOM BUILDING MECHANICAL AND ELECTRICAL PLANS |
| ME-8 | AREA "B" CLASSROOM BUILDING MECHANICAL AND ELECTRICAL PLANS |
| ME-9 | AREA "C" CLASSROOM BUILDING, AREA "D" GYMNASIUM AND AREA "E" HAZARDOUS STORAGE BUILDING MECHANICAL AND ELECTRICAL PLANS |
| ME-10 | ENLARGED MECHANICAL AND ELECTRICAL PLANS |
| ME-11 | ENLARGED MECHANICAL AND ELECTRICAL PLANS |
| ME-12 | MECHANICAL AND ELECTRICAL ELEVATIONS |
| ME-13 | MECHANICAL AND ELECTRICAL SCHEDULES |
| ME-14 | MECHANICAL AND ELECTRICAL DETAILS |



Div. 23



Div. 26

Date: 09-20-19

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. Phased construction.
 - 4. Work by Owner.
 - 5. Work under separate contracts.
 - 6. Future work.
 - 7. Purchase contracts.
 - 8. Owner-furnished products.
 - 9. Contractor-furnished, Owner-installed products.
 - 10. Access to site.
 - 11. Coordination with occupants.
 - 12. Work restrictions.
 - 13. Specification and drawing conventions.
 - 14. Miscellaneous provisions.

1.3 PROJECT INFORMATION

- A. Project Identification: [HVAC and Controls Upgrades at Hinojosa Elementary School, Sharyland ISD](#)
 - 1. Project Location: See Drawings.
 - 2. Owner: Sharyland, Texas.
- B. Engineer: Ethos Engineering, 119 West Van Buren Avenue, Suite 101, Harlingen, Texas 78550.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The following Summary of Work is intended as an aid to achieve an understanding of the various elements of work included in the project, as is not intended to be all-inclusive. Detailed descriptions of work and requirements are given in drawings and specifications.
- B. Specification division numbers are not intended to dictate WHO will be doing the work. The following scope of mechanical work includes work specified in drawings and specifications. All

SECTION 011000 - SUMMARY

the work must be done and coordinated, regardless of whether it is done under the Sub Contractor or by the General Contractor.

- C. Scope of Work: Provide all materials and labor associated with complete operational systems. Major items of work include, but are not limited to:
1. Demolition Work:
 - a. Remove and dispose of existing HVAC equipment (DX split systems, central station AHUs, FCUs, ACCUs, DOAS packaged units, controls). See drawings for removal or associated materials such as support assembly, ductwork connections, condensate drain piping, refrigerant piping, miscellaneous materials, controls, and devices associated with demolished equipment, including and not limited to, hangers, supports, mounting hardware, conduit & power wiring, etc. Clear area and prepare for new work.
 - b. Save existing smoke detectors, wiring and safeties for reuse. Document devices that are not in working order.
 - c. Where indicated, save existing power wiring, conduit and circuit breakers for reuse. Verify size and condition of circuit breakers, conduits and wiring to be reused. Demolish electrical equipment, circuit breakers, disconnects and other miscellaneous materials as noted in the drawings.
 - d. Remove old BAS control system in its entirety.
 2. New Work: Provide all materials and labor associated with new fully-operational mechanical and controls systems, including but not limited to the following:
 - a. Provide DX packaged DOAS units, split systems, support assembly, duct transitions, refrigerant piping, miscellaneous materials, utilities and accessories, indicated in the drawings.
 - b. Extend concrete pads as needed.
 - c. Replace existing refrigerant piping with new, and provide new piping supports.
 - d. Testing, Adjusting, & Balancing (TAB).
 - e. Controls: Provide a complete replacement of existing BAS with new. Coordinate with equipment supplier to provide fully integrated and operational controls, including unitary controllers, software, programmable thermostats, sensors, training, etc.
 - f. Shop drawing submittals for all mechanical systems including but not limited to equipment, ductwork and piping. Coordination drawings for placing of mechanical systems in relation to work by other disciplines.
 - g. Coordinate electrical work with Div. 26 as required.
 - h. Coordinate fire alarm related work with Fire Alarm Contractor. Provide smoke detectors, wiring and controls for units, 2000 cfm and larger, where none exist.
 - i. Provide cutting and patching and touch up painting as required.
 - j. Provide architectural, structural, concrete, painting work per plans.
 3. See Bid Form and Drawings for Scope of work in Base Proposal, Alternate# 1, and Alternate #2.
 - a. Base Bid: All HVAC and controls replacement work shown on drawings and specification. Controls by ALC.
 - b. Alternate 1: Controls by Trane.
 - c. Alternate 2: Extended warranty and maintenance contract for DOAS units.
 - d. Alternate 3: Test and Balance Additional Services: Provide services of TAB firm on VAV boxes to calibrate terminal boxes. Existing airflow rings are to be reused.

SECTION 011000 - SUMMARY

Provide report to engineer and Owner listing all rings that are non-functional or that cannot read airflow accurately. Coordinate with Controls Contractor for setting of control system parameters to obtain design airflows.

4. Commissioning: Provide assistance with commissioning services per specifications. This includes completing systems readiness checklists, performing functional testing, providing operator training, etc.
5. Allowances: The owner has set aside allowances for unforeseen circumstances. See Section 012100.

D. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 PHASED CONSTRUCTION

- A. The Work shall be conducted in one phase.
- B. Before commencing Work, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates for all phases of the Work.

1.6 WORK BY OWNER

- A. Not Applicable.

1.7 WORK UNDER SEPARATE CONTRACTS

- A. Not Applicable.

1.8 FUTURE WORK

- A. Not Applicable.

1.9 PURCHASE CONTRACTS

- A. Not Applicable.

1.10 OWNER-FURNISHED PRODUCTS

- A. Not Applicable.

1.11 CONTRACTOR-FURNISHED, OWNER-INSTALLED PRODUCTS

- A. Not Applicable.

SECTION 011000 - SUMMARY

1.12 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
 - 1. [Coordinate details with Owner and Architect.](#)
- B. Use of the Site: Limit use of the premises to work in areas indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy and use by the public.
 - 2. Limits: Confine operations to areas within contract limits indicated.
 - 3. Driveways, Walkways and Entrances: Keep driveways parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather-tight condition throughout construction period. Repair damage caused by construction operations.
- D. Site Safety: Take every precaution to ensure the site does not present a threat to the safety of occupants and/or workers. Minimal safety requirements include, but are not limited to the following:
 - 1. Temporary fencing around construction areas, and around equipment while site work is in progress.
 - 2. Yellow caution tape and construction barricades along open trenches during the day. Trenches shall be covered at night and warning lights provided on construction barricades.
 - 3. Work shall take place with minimal disruption to Owner's operations in areas surrounding the job site.

1.13 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
 - 2. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

1.14 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.

SECTION 011000 - SUMMARY

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Schedule activities in close coordination with Owner. **When school is in session, limit work in the existing building to breaks, afterhours and weekends, unless otherwise indicated.**
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances within the existing building is not permitted.
- G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- H. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 1. Maintain list of approved screened personnel with Owner's representative.

1.15 WORK SEQUENCE AND DEADLINES

- A. **The Bid requires that the project be certified Finally Complete within the time limits imposed in the Bid Form.** Failure to comply with contract completion dates will result in assessment of liquidated damages.
- B. **Extended power or air conditioning outages, and disruptive indoor work must take place only during unoccupied hours or on weekends.** All electrical, HVAC systems shall be operational by the next occupancy period.

1.16 COORDINATION

- A. All questions, requests for information, submittals, and correspondence from the Contractor shall be submitted via the General Contractor, who will forward to the Engineer.
- B. Contractor shall not make any changes to design without written authorization from the Engineer. If changes are requested by the Owner, Engineer, General Contractor, Suppliers,

SECTION 011000 - SUMMARY

Manufacturers, or any others, Contractor should issue a written RFI for response by the Engineer.

- C. Contractor shall issue seven (7) days written notice prior to any activities that require the presence of the Engineer at the job-site. This applies to all inspections required by specifications, and particularly to those where work will be covered (below grade).
- D. Issue written notification of the following tasks and allow five (5) days for Engineer to respond and schedule an inspection as required:
 - 1. Electrical:
 - a. Upon completion of pulling all wiring, making all terminations, labeling and color-coding wires at the panel-boards and prior to installing their covers.
 - 2. When ready for Systems Readiness Checklists (Commissioning).
 - 3. When ready for Functional Performance testing (Commissioning).
 - 4. When ready for Substantial Completion Inspection.
 - 5. When ready for Final Inspection.
 - 6. Failure to issue written notification may result in work having to be redone to allow for proper inspection. It is this contractor's responsibility to make sure Engineer receives notification.
- E. Construction Coordination:
 - 1. The contractor shall supply a complete and comprehensive construction schedule for the project. This schedule shall include durations for the specific tasks required, and shall demonstrate a construction process chain of events, organized to create minimum disruption and minimum inconvenience to building occupants.
 - 2. Contractor shall organize daily work schedules to accommodate the building occupants' functions, comfort, and work schedules. Mandatory achievement of a non-disruptive environment shall be the sole responsibility of the Contractor, and shall at no time incur additional charges for Owner. This shall include weekend and evening work hours, if necessary, to accomplish non-disruptive requirement, and on-schedule completion.
 - 3. A non-disruptive environment shall be defined as: an environment where large-scale activities, or activities causing extreme noise and/or inconvenience are minimal in occupied areas during occupied times. When disruptive tasks must occur during occupied hours, such activities shall be coordinated with Owner's personnel a minimum of one week in advance.
- F. Waste Material and Debris: All waste material and debris from this project shall become the property of the contractor and shall be removed from the site. Exterior of the site shall be kept clean and free of material and debris from this project at all times. All waste material and debris generated by any work under this contract shall be handled, transported, stored, and disposed by the contractor and by his subcontractors in accordance with all applicable Federal, State, and local laws, ordinances, regulations, court orders, or other types of rules or rulings having the effect of law including, but not limited to, Executive Order 11752, 17 December 1978; the Federal Water Pollution Control Act, as amended, 33 USC, Sec. 1251 et seq; the Clean Air Act, as amended, 42 USC, Sec. 7401 et seq; the Solid Waste Disposal Act, as amended, 41 USC sec 136 et seq; the Endangered Species Act of 1973, as amended, 16 USC, Sec 153 et seq; and the Environmental Protection Agency guidelines on thermal processing and land disposal of solid waste (40 CFR 240 and 241).

SECTION 011000 - SUMMARY

1.17 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

1.18 SUBMITTALS

- A. Manufacturer's standard dimensioned drawings, performance and product data shall be edited to delete reference to equipment, features, or information, which is not applicable to the equipment being supplied for this project.
- B. Faxes and copies of faxes are not acceptable.
- C. Provide sufficient copies of approved data, with the engineer's approved stamp, for inclusion in the operations and maintenance manuals.
- D. Electrical Submittals shall be submitted in no more than one three ring binder.
- E. Partial submittals shall not be reviewed until a complete bound submittal package is received.
- F. Allow two weeks for initial submittal review by Engineer, from the day it is received at the Engineer's office.
- G. Allow one week for review of resubmittals by Engineer.
- H. All submittal review comments shall be forwarded by Engineer to Engineer, who will then distribute as per Division 1.

1.19 SCHEDULE OF VALUES

- A. Schedule of Values shall be included with bound submittals. Submittals without a Schedule of Values **shall not** be reviewed.
- B. Contractor shall submit a Schedule of Values reflecting the total value of Work in the Contract, and broken down into the following items as a minimum, with a line item for Materials/Equipment and another for Labor.
 - 1. Structural
 - 2. Concrete
 - 3. HVAC
 - 4. Electrical

SECTION 011000 - SUMMARY

5. Controls
6. TAB
7. Commissioning
8. Allowances
9. Miscellaneous.
10. Administrative and project management.

1.20 MISCELLANEOUS PROVISIONS

- A. Code Compliance:
 1. Occupational Safety and Health Act (OSHA)
 2. National Electric Code (NEC)
 3. National Fire Code
 4. International Building Code
 5. UL 916
 6. Local ordinances

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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 are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Engineer of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Engineer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Engineer from the designated supplier.

1.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

SECTION 012100 - ALLOWANCES

1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work.

1.7 ALLOWANCES

- A. Use the allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contract Sum shall include Contractor's overhead and profit, insurance and bonding for the Contingency and other specific Allowances.
- C. Change Orders or Allowance Expenditures authorizing use of funds from the Contingency or other specific Allowances will not include Contractor's overhead and profit, nor insurance and bonding. Other related costs such as equipment rental, delivery charges, etc. can be included in these costs, but all costs must be submitted by the general contractor with itemized (or unit) pricing from the subcontractor(s) and/or material supplier(s).
- D. At Project closeout, credit unused amounts remaining in allowances to 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

- A. Include listed Owner's Contingency Allowance for additional work and unforeseen circumstances. Allowance will be used only as directed by Owner and Engineer with a written consent.
 - 1. Allowance No. 1 for Base Proposal: \$25,000.

END OF SECTION 012100

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.

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. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Engineer at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
 - 4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.

SECTION 012900 - PAYMENT PROCEDURES

- b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
4. 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. Provide multiple line items for principal subcontract amounts, where appropriate.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. 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.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the schedule of values for each allowance. 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.
9. 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.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

SECTION 012900 - PAYMENT PROCEDURES

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 Engineer 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: The date for each progress payment shall be as per mutual agreement between Owner and Contractor. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days before the date for each progress payment.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer 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 and Construction Change Directives issued before last day of construction period covered by application.
- 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 three signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.

SECTION 012900 - PAYMENT PROCEDURES

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 liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
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. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. 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. Products list (preliminary if not final).
 5. Schedule of unit prices.
 6. Submittal schedule (preliminary if not final).
 7. Copies of building permits.
 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.
 11. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, 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 Certificate(s) of Substantial Completion 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.

SECTION 012900 - PAYMENT PROCEDURES

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 liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

1.3 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 entity 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 15 days of starting construction operations, 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 home, 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.

1.4 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.

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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 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. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
- 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.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.

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- b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
- c. Indicate functional and spatial relationships of components of Engineerural, structural, civil, mechanical, and electrical systems.
- d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
- e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
- f. Indicate required installation sequences.
- g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show Engineerural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Mechanical and Plumbing Work: Show the following:
 - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
 - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
 - c. Fire-rated enclosures around ductwork.
7. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
 - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
 - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
 - d. Location of pull boxes and junction boxes, dimensioned from column center lines.

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8. Fire-Protection System: Show the following:
 - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
9. Review: Engineer will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Engineer determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Engineer will so inform Contractor, who shall make changes as directed and resubmit.
10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 013300 "Submittal Procedures."

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. Engineer will return RFIs submitted to Engineer 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.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.
- B. Preconstruction Conference: **Schedule and conduct** a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than **15** days after execution of the Agreement.
 1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; 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:

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- a. Tentative construction schedule.
 - b. Phasing.
 - 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. Submittal procedures.
 - l. Preparation of record documents.
 - m. Use of the premises and existing building.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for moisture and mold control.
 - s. Procedures for disruptions and shutdowns.
 - t. Construction waste management and recycling.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. First aid.
 - y. Security.
 - z. Progress cleaning.
4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 2. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 3. 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. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Engineer, but no later than 30 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.

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- b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing operations and maintenance data.
 - e. Requirements for delivery of material samples, attic stock, and spare parts.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.
 - j. Coordination of separate contracts.
 - k. Owner's partial occupancy requirements.
 - l. Installation of Owner's furniture, fixtures, and equipment.
 - m. Responsibility for removing temporary facilities and controls.
3. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at regular intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site utilization.
 - 9) Temporary facilities and controls.
 - 10) Progress cleaning.
 - 11) Quality and work standards.
 - 12) Status of correction of deficient items.
 - 13) Field observations.
 - 14) Status of RFIs.
 - 15) Status of proposal requests.
 - 16) Pending changes.

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- 17) Status of Change Orders.
 - 18) Pending claims and disputes.
 - 19) Documentation of information for payment requests.
3. 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 017320 - SELECTIVE DEMOLITION

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. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- 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: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 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.

SECTION 017320 - SELECTIVE DEMOLITION

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 materials, 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.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection , for dust control and , for noise control. Indicate proposed locations and construction of barriers.
- C. 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 building manager's and other tenants' on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations.
- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- F. 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.

SECTION 017320 - SELECTIVE DEMOLITION

1.8 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.9 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Historic Areas: Demolition and hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection.
- F. Storage or sale of removed items or materials on-site is not permitted.
- G. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.10 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include the following:
 - a. Roofing.
 - b. Firestopping.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

SECTION 017320 - SELECTIVE DEMOLITION

1.11 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting 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. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
 - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. Steel Tendons: Locate tensioned steel tendons and include recommendations for de-tensioning.
- E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
 - 1. Comply with requirements specified in Section 013233 "Photographic Documentation."
 - 2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
 - 3. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

SECTION 017320 - SELECTIVE DEMOLITION

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC 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. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 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.

SECTION 017320 - SELECTIVE DEMOLITION

- B. 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.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. 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 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.
 - 10. Dispose of demolished items and materials promptly.
- 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.
- C. Work in Historic Areas: Selective demolition may be performed only in areas of Project that are not designated as historic. In historic spaces, areas, and rooms, or on historic surfaces, the terms "demolish" or "remove" shall mean historic "removal" or "dismantling" as specified in Section 024296 "Historic Removal and Dismantling."
- D. Removed and Salvaged Items:
 - 1. Clean salvaged items.

SECTION 017320 - SELECTIVE DEMOLITION

2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

E. 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.

F. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least **3/4 inch** 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.
- B. Concrete: 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.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.
- E. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.
- F. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight.
 1. Remove existing roof membrane, flashings, copings, and roof accessories.
 2. Remove existing roofing system down to substrate.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

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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.
4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

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 017320

SECTION 013300 - SUBMITTAL 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 requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 ACTION SUBMITTALS

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

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Engineer 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.

SECTION 013300 - SUBMITTAL PROCEDURES

- a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer'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 8 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
 - m. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
 3. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will discard submittals received from sources other than Contractor.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.

SECTION 013300 - SUBMITTAL PROCEDURES

- a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- F. Options: Identify options requiring selection by Engineer.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.

SECTION 013300 - SUBMITTAL PROCEDURES

2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- I. 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.
 - J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

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. Submit electronic submittals via email as PDF electronic files.
 2. Submittals: Submit 3 paper copies of each submittal unless otherwise indicated. Engineer will return 2 copies.
 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.

SECTION 013300 - SUBMITTAL PROCEDURES

4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
 - b. Or 3 paper copies of Product Data unless otherwise indicated. Engineer will return 2 copies.
- 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.
 - b. Or 3 opaque (bond) copies of each submittal.

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 Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, 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.

SECTION 013300 - SUBMITTAL PROCEDURES

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 Engineer.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "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 ENGINEER'S ACTION

- A. Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Submittals not required by the Contract Documents may be returned by the Engineer without action.

END OF SECTION 013300

SECTION 014200 - REFERENCES

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 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
- J. "Installer": An installer is the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- K. The term "experienced," when used with an entity, means having successfully completed a minimum of **five** previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

SECTION 014200 - REFERENCES

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Conflicting Requirements: 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 uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
 - 1. 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 Engineer for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
 - 1. DIN - Deutsches Institut für Normung e.V.; www.din.de.
 - 2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
 - 3. ICC - International Code Council; www.iccsafe.org.
 - 4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.
- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

SECTION 014200 - REFERENCES

1. COE - Army Corps of Engineers; www.usace.army.mil.
 2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
 3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
 4. DOD - Department of Defense; www.quicksearch.dla.mil.
 5. DOE - Department of Energy; www.energy.gov.
 6. EPA - Environmental Protection Agency; www.epa.gov.
 7. FAA - Federal Aviation Administration; www.faa.gov.
 8. FG - Federal Government Publications; www.gpo.gov.
 9. GSA - General Services Administration; www.gsa.gov.
 10. HUD - Department of Housing and Urban Development; www.hud.gov.
 11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
 12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
 13. SD - Department of State; www.state.gov.
 14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
 15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
 16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
 17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
 18. USP - U.S. Pharmacopeial Convention; www.usp.org.
 19. USPS - United States Postal Service; www.usps.com.
- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
 2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
 3. DSCC - Defense Supply Center Columbus; (See FS).
 4. FED-STD - Federal Standard; (See FS).
 5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
 6. MILSPEC - Military Specification and Standards; (See DOD).
 7. USAB - United States Access Board; www.access-board.gov.
 8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following

SECTION 014200 - REFERENCES

list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservation.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

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 comparable products.

1.3 DEFINITIONS

- A. 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 is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product 7 days prior to bidding. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.

SECTION 016000 - PRODUCT REQUIREMENTS

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. 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, Engineer will determine which products shall be used.

1.6 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.

SECTION 016000 - PRODUCT REQUIREMENTS

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

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.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Engineer will make selection.
 - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 - 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:

SECTION 016000 - PRODUCT REQUIREMENTS

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
 - a. Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience **will not** be considered unless otherwise indicated.
4. Manufacturers:
 - a. Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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. Cutting and patching.
 - 5. Coordination of Owner-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
 - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

SECTION 017300 - EXECUTION

- a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
6. Engineer's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 1. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection. When cutting and patching structural elements, retain a licensed Structural Engineer. Notify Structural Engineer of locations and details of cutting and obtain written approval before proceeding. Shore, brace, and support structural elements during cutting and patching.
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.
 - h. Fire-detection and -alarm systems.
 - i. Conveying systems.
 - j. Electrical wiring systems.
 - k. Operating systems of special construction.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Sprayed fire-resistive material.
 - e. Equipment supports.
 - f. Piping, ductwork, vessels, and equipment.
 - g. Noise- and vibration-control elements and systems.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner

SECTION 017300 - EXECUTION

that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

1.6 WARRANTY

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

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, plumbing, and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; 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.

SECTION 017300 - EXECUTION

- 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 existing 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 to Architect according to requirements in Section 013100 "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.

SECTION 017300 - EXECUTION

- B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- C. 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.
- D. 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 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 spaces and 90 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. 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 harmful 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.

SECTION 017300 - EXECUTION

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.

3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

SECTION 017300 - EXECUTION

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

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.

SECTION 017300 - EXECUTION

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. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. 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.
 3. 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.
 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- 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.

SECTION 017300 - EXECUTION

- 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: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

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

END OF SECTION 017300

SECTION 017400 - GUARANTEES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1, apply to this Section.
- B. Refer to Instructions to Bidders for substitution of materials and products.
- C. Addenda issued during the bidding period that affect this section of the specifications.

1.2 WORK INCLUDED

- A. Unless stated otherwise on the Certificate of Substantial Completion, all guarantees shall commence with the date of Substantial Completion.
- B. Unless otherwise stated in these specifications, all guarantees shall include labor, material and delivery costs required for correction.
- C. General: In addition to the General Contractor's one year guarantee for the entire project, guarantees shall be furnished by subcontractors and suppliers. These guarantees shall be submitted to the Engineer in duplicate prior to application for final payment. Refer to individual specification sections for additional guarantees and requirements.
 - 1. One Year Guarantees
 - a. MEP SYSTEMS.
 - 2. Two Year Guarantees
 - a. Controls
 - 3. Three Year Guarantees
 - a. Not Applicable
 - 4. Five Year Guarantees
 - a. Compressors
 - 5. Ten Years Guaranty
 - a. Not Applicable

PART 2 - PRODUCTS

2.1 GUARANTEES

- A. Where guarantees are indicated to be provided by subcontractor or supplier, a detailed warranty written on the required form shall be provided. Refer to Section 017700 for Warranty forms.
- B. Manufacturer's standard warranties shall be adjusted as required to include all specified requirements in addition to manufacturer's normal provisions. Manufacturer guarantees shall be written on appropriate printed letterhead.

SECTION 017400 - GUARANTEES

2.2 MATERIALS

- A. Unless otherwise approved by the Engineer, all replacement materials shall be new and provided by the same manufacturer as the original installation.

PART 3 - EXECUTION

3.1 GENERAL

- A. Contractor shall arrange for all required inspections during the warranty period. Regardless of the wording of individual warranties, the Owner shall not be responsible for notification requirements for routine inspections during the General Contractor's warranty period.
- B. Upon receipt of written or verbal notice by the Owner or Engineer of a deficiency, the Contractor shall promptly respond with inspection and repair during the General Contractor's warranty period.
- C. The General Contractor shall be responsible for coordinating the activities of subcontractors, suppliers and manufacturers during the General Contractor's warranty period and the subcontractor/supplier/manufacturer extended warranty period.

END OF SECTION 017400

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. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. "Construction Contract Close Out Checklist", of this Section.
 - 2. [Additional requirements from Owner](#).
 - 3. Section 017300 "Execution" for progress cleaning of Project site.
 - 4. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 6. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

SECTION 017700 - CLOSEOUT PROCEDURES

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 15 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Engineer's signature for receipt of submittals.
 - 5. Submit test/adjust/balance records.
 - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 15 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."

SECTION 017700 - CLOSEOUT PROCEDURES

6. Advise Owner of changeover in heat and other utilities.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements, including touchup painting.
 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report.
- B. Inspection:
1. It is expected that Contractor will have thoroughly verified that all requirements have been fulfilled, and deficiencies repaired, **before** notifying Engineer that system is ready for final inspection, and **before** arranging final acceptance testing with Owner. Owner and Engineer therefore expect to make but one final inspection of system.
 2. Submit a written request for final inspection for acceptance. Provide at least 7 days' notice to Owner and Owner's representative before test. Arrange mutually convenient time for conducting test.
 3. On receipt of request, Engineer will either proceed with inspection. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 4. Reinspection:

SECTION 017700 - CLOSEOUT PROCEDURES

- a. Should more than one "final" inspection be required due to significant deficiencies, Contractor will be required to reimburse Engineer at a rate of \$200.00 per hour for expenses to cover any and all re-inspections required.
- b. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 1. Organize list of spaces in sequential order.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Page number.

1.9 SUBMITTAL OF PROJECT WARRANTIES

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

SECTION 017700 - CLOSEOUT PROCEDURES

- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.10 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
 - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Note related Change Orders, Record Drawings, where applicable.
- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.

SECTION 017700 - CLOSEOUT PROCEDURES

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Drawings, where applicable.
- E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
1. Provide instructors experienced in operation and maintenance procedures.
 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 3. Schedule training with Owner, through Engineer with at least **seven** days' advance notice.
 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:
1. System design and operational philosophy.
 2. Review of documentation.
 3. Operations.
 4. Adjustments.
 5. Troubleshooting.

SECTION 017700 - CLOSEOUT PROCEDURES

6. Maintenance.
7. Repair.

3.2 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. 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. 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.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.
 - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - j. Remove labels that are not permanent.
 - k. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - n. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.

SECTION 017700 - CLOSEOUT PROCEDURES

- o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - p. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements.

3.3 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- 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 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.

PART 4 - PROJECT CLOSEOUT MANUAL AND FORMS

4.1 FORMS

- A. The following forms shall be submitted to the Engineer during the construction contract close out process:
 - 1. Contractor's Affidavit of Payment of Debts and Claims
 - 2. Contractor's Affidavit of Payment of Release of Liens
 - 3. Consent of Surety to Final Payment
 - 4. General Contractor Affidavit and Release
 - 5. Subcontractor/Supplier Affidavit and Release
 - 6. General Contractor Guarantee
 - 7. Subcontractor Guarantee

SECTION 017700 - CLOSEOUT PROCEDURES

8. General Contractor Hazardous Material Certificate
9. Subcontractor/Supplier Hazardous Material Certificate

B. Use only the listed or enclosed forms.

4.2 PROJECT CLOSE OUT MANUAL

- A. The Contractor shall assemble and deliver to the Engineer two (2) complete copies of the Project Close Out Manual consisting of the documents listed below and others as may be required under other sections of the Project Manual. Manual shall be constructed of a good quality vinyl 3 ring binder with all pages 8½" x 11".
- B. First sheet shall identify the project, Owner, Engineer, Engineer's project number, Consultants and Contractor. Provide company name, address, telephone number and contact representative for each.
- C. Subsequent pages shall include the Table of Contents as included herein and all project data included in the Table of Contents. Provide identifying tabs between all sections.

4.3 CLOSEOUT CHECKLIST

A. The Construction Contract Closeout Checklist included herein recaps the major items to be addressed during the close out process. This list is to be used by the Engineer and Contractor.

B. Standard AIA forms are not included in this section, but shall be attached in the order given below.

C. CONSTRUCTION CONTRACT CLOSEOUT MANUAL TABLE OF CONTENTS

1. Section 1: Contractor's Affidavit of Payment of Debts and Claims (AIA G706)
2. Section 2: Contractor's Affidavit of Release of Liens (AIA G706A)
3. Section 3: Consent of Surety to Final Payment (AIA G707)
4. Section 4: Certificate of Substantial Completion (AIA G704)
5. Section 5: General Contractor Affidavit and Release
6. Section 6: Subcontractor/Supplier Affidavit and Release (from each subcontractor and supplier)
7. Section 7: General Contractor Guarantee
8. Section 8: Subcontractor Guarantee (from each subcontractor)
9. Section 9: List of Final Subcontractors/Suppliers (AIA G805)
10. Section 10: Manufacturer's Guarantees and extended service contracts (NA)
11. Section 11: General Contractor Hazardous Material Certificate
12. Section 12: Subcontractor/Supplier Hazardous Material Certificate
13. Section 13: Miscellaneous
14. Section 14: N/A
15. Section 15: Mechanical Systems
16. Section 16: Electrical Systems
17. Section 17: Ceiling Systems
18. Section 18: Control System

SECTION 017700 - CLOSEOUT PROCEDURES

GENERAL CONTRACTOR AFFIDAVIT AND RELEASE

STATE OF TEXAS

PROJECT: _____

COUNTY OF _____

OWNER: _____

ENGINEER: _____

KNOW ALL MEN BY THESE PRESENTS:

_____, being first duly sworn, disposes and says:

1. That he/she is the _____ of _____, the contractor who constructed the project referenced above, and that, he/she is duly authorized to make this General Contractor Affidavit and Release.
2. That to the best of his/her knowledge and belief, all work required under the contract of the subject construction project has been performed in accordance with the terms thereof, there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of said contract, or any suits or claims for any other damages of any kind, nature, or description which might constitute a lien upon the property of the Owner.
3. That upon full payment of all sums due him/her for materials furnished and services rendered by the undersigned in connection with the performance of said contract, as evidenced by the amount shown on the Final Application and Certificate for Payment, the Contractor will release the Owner, the Engineer and the Engineer's consultants from any and all claims of any character arising out of or in any way connected with performance of said contract.

ATTEST (If Corporation)

Name of Contractor

Secretary

By

Date

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

Notary Public: _____

My Commission Expires: _____

SECTION 017700 - CLOSEOUT PROCEDURES

SUBCONTRACTOR / SUPPLIER AFFIDAVIT AND RELEASE

STATE OF TEXAS

PROJECT: _____

COUNTY OF _____

OWNER: _____

ENGINEER: _____

CONTRACTOR: _____

KNOW ALL MEN BY THESE PRESENTS:

_____, being first duly sworn, disposes and says:

1. That he/she is the _____ of _____, the subcontractor/supplier who supplied, installed, and/or erected the work described below, and that, he/she is duly authorized to make this Subcontractor/Supplier Affidavit and Release:

Work Performed: _____

Specification Section(s): _____

2. That all work required under the subject subcontract or purchase order of the subject construction project has been performed in accordance with the terms thereof.
3. That to the best of his/her knowledge and belief, there are no unsatisfied claims for damages resulting from injury or death to any employees, sub-subcontractors, or the public at large arising out of the performance of said contract, or any suits or claims for any other damages of any kind, nature, or description which might constitute a lien upon the property of the Owner.
4. That upon full payment by the Contractor of all sums due it for materials furnished and services rendered by the undersigned in connection with the performance of said contract, as evidenced by the final payment amount shown below, the Subcontractor/Supplier will release the Owner, the Engineer and the Engineer's consultants from any and all claims of any character arising out of or in any way connected with performance of said contract.

a. Total Amount Paid to Date to this Subcontractor/Supplier: _____

b. Final Payment Amount owed to this Subcontractor/Supplier: _____

c. Final Subcontract Amount: _____
(a + b = c)

ATTEST (If Corporation)

Name of Subcontractor / Supplier

Secretary

By

Date

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

SECTION 017700 - CLOSEOUT PROCEDURES

Notary Public: _____

My Commission Expires: _____

SECTION 017700 - CLOSEOUT PROCEDURES

GENERAL CONTRACTOR GUARANTEE

STATE OF TEXAS

PROJECT: _____

COUNTY OF _____

OWNER: _____

ENGINEER: _____

KNOW ALL MEN BY THESE PRESENTS:

_____, being first duly sworn, disposes and says:

1. That he/she is the _____ of _____, the contractor who constructed the project referenced above, and that, he/she is duly authorized to make this General Contractor Guarantee.
2. The undersigned Contractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract are of good quality and new except where otherwise required or permitted by the Contract Documents, that the Work is free from defects not inherent in the quality required or permitted, and that the Work conforms with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy from damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.
3. In the event of failure of materials, products, or workmanship, during the specified warranty periods, the Contractor shall take appropriate measures to assure correction or replacement of the defective items, whether notified by the Owner or Engineer.
4. The Contractor warrants the entire project for a period of **12** months from the Date of Substantial Completion and specific sections of work for such additional periods as enumerated in the Contract Documents, except as follows:

SECTION 017700 - CLOSEOUT PROCEDURES

ATTEST (If Corporation)

Name of Contractor

Secretary

By

Date

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

Notary Public: _____

My Commission Expires: _____

SECTION 017700 - CLOSEOUT PROCEDURES

SUBCONTRACTOR GUARANTEE

STATE OF TEXAS

PROJECT: _____

COUNTY OF _____

OWNER: _____

ENGINEER: _____

CONTRACTOR: _____

KNOW ALL MEN BY THESE PRESENTS:

_____, being first duly sworn, disposes and says:

1. That he/she is the _____ of _____, the subcontractor who supplied, installed, and/or erected the work described below, and that, he/she is duly authorized to make this Subcontractor Guarantee:

Work Performed: _____

Specification Section(s): _____

2. The undersigned Subcontractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract are of good quality and new except where otherwise required or permitted by the Contract Documents, that the Work is free from defects not inherent in the quality required or permitted, and that the Work conforms with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy from damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.
3. In the event of failure of materials, products, or workmanship, during the specified warranty periods, the Contractor shall take appropriate measures to assure correction or replacement of the defective items, whether notified by the Contractor, Owner or Engineer.
4. The Subcontractor warrants the work performed for a period of _____ months from the Date of Substantial Completion, except as follows:

SECTION 017700 - CLOSEOUT PROCEDURES

ATTEST (If Corporation)

Name of Subcontractor / Supplier

Secretary

By

Date

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

Notary Public: _____

My Commission Expires: _____

SECTION 017700 - CLOSEOUT PROCEDURES

GENERAL CONTRACTOR HAZARDOUS MATERIAL CERTIFICATE

STATE OF TEXAS

PROJECT: _____

COUNTY OF _____

OWNER: _____

ENGINEER: _____

KNOW ALL MEN BY THESE PRESENTS:

_____, being first duly sworn, disposes and says:

1. That he/she is the _____ of _____, the contractor who constructed the project referenced above, and that, he/she is duly authorized to make this Certification.
2. That to the best of his/her information, knowledge, and belief none of the below listed hazardous materials have been incorporated into the project:
 - Asbestos
 - Lead
 - P.C.B. (Polychloride Biphenyls)
 - Refrigerant R-11, R-12, R-113, R-114, R-500 and R-502

SECTION 017700 - CLOSEOUT PROCEDURES

SUBCONTRACTOR HAZARDOUS MATERIAL CERTIFICATE

STATE OF TEXAS

PROJECT: _____

COUNTY OF _____

OWNER: _____

ENGINEER: _____

KNOW ALL MEN BY THESE PRESENTS:

_____, being first duly sworn, disposes and says:

3. That he/she is the _____ of _____, the contractor who constructed the project referenced above, and that, he/she is duly authorized to make this Certification.
4. That to the best of his/her information, knowledge, and belief none of the below listed hazardous materials have been incorporated into the project:
 - Asbestos
 - Lead
 - P.C.B. (Polychloride Biphenyls)
 - Refrigerant R-11, R-12, R-113, R-114, R-500 and R-502

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

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

1.3 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.

1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.

SECTION 017823 - OPERATION AND MAINTENANCE DATA

2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two copies.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect 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 will return copy with comments.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
 1. List of documents.
 2. List of systems.
 3. List of equipment.
 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. 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.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- 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 according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.

SECTION 017823 - OPERATION AND MAINTENANCE DATA

- 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 Construction Manager.
 7. Name and contact information for Architect.
 8. Name and contact information for Commissioning Authority.
 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 10. 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. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. 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.

SECTION 017823 - OPERATION AND MAINTENANCE DATA

- 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.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch 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.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
 1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.

SECTION 017823 - OPERATION AND MAINTENANCE DATA

4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor 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.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

SECTION 017823 - OPERATION AND MAINTENANCE DATA

2.5 PRODUCT MAINTENANCE MANUALS

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

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

SECTION 017823 - OPERATION AND MAINTENANCE DATA

- C. **Manufacturers' Maintenance Documentation:** Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.

- D. **Maintenance Procedures:** Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.

- E. **Maintenance and Service Schedules:** Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 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.

- F. **Spare Parts List and Source Information:** Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

- G. **Maintenance Service Contracts:** Include copies of maintenance agreements with name and telephone number of service agent.

- H. **Warranties and Bonds:** Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. **Operation and Maintenance Documentation Directory:** Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

SECTION 017823 - OPERATION AND MAINTENANCE DATA

- B. 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.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 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.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. 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.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."
- G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. General requirements for coordinating and scheduling commissioning.
2. Commissioning meetings.
3. Commissioning reports.
4. Equipment and systems installation, startup, and field quality-control testing indicated in the Contract Documents.
5. Use of test equipment, instrumentation, and tools for commissioning.
6. System readiness checklists, including, but not limited to, installation checks, startup, performance tests, and performance test demonstration.
7. Commissioning tests and commissioning test demonstration.
8. Work to correct commissioning issues.
9. Work to repeat tests when equipment and systems fail acceptance criteria.
10. Adjusting, verifying, and documenting identified systems and assemblies.

B. Related Requirements:

1. [Section 013300 "Submittal Procedures"](#) for submittal procedures requirements for commissioning.
2. [Section 017700 "Closeout Procedures"](#) for certificate of Construction Phase Commissioning Completion submittal requirements.
3. [Section 017823 "Operation and Maintenance Data"](#) for preliminary operation and maintenance data submittal.
4. [Section 220800 "Commissioning of Plumbing"](#) for technical commissioning requirements for plumbing.
5. [Section 230800 "Commissioning of HVAC"](#) for technical commissioning requirements for HVAC.
6. [Section 260800 "Commissioning of Electrical Systems"](#) for technical commissioning requirements for electrical systems.

1.3 DEFINITIONS

- A. Acceptance Criteria: Threshold of acceptable work quality or performance specified for a commissioning activity, including, but not limited to, system readiness checklists, performance tests, performance test demonstrations, commissioning tests and commissioning test demonstrations.

SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

- B. Basis-of-Design Document (BoD): A document prepared by Engineer, or Commissioning Authority that records concepts, calculations, decisions, and product selections used to comply with Owner's Project Requirements and to suit applicable regulatory requirements, standards, and guidelines.
- C. Commissioning Authority (CxA): An entity engaged by Owner, and identified in Section 011000 "Summary," to evaluate Commissioning-Process Work.
- D. Commissioning Plan: A document, prepared by Commissioning Authority, that outlines the organization, schedule, allocation of resources, and documentation requirements of commissioning.
- E. Commissioning (Cx): A quality-focused process for verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, and tested to comply with Owner's Project Requirements. The requirements specified here are limited to the construction phase commissioning activities. The scope of commissioning is defined in [Section 011000 "Summary."](#)
- F. Construction Phase Commissioning Completion: The stage of completion and acceptance of commissioning when resolution of deficient conditions and issues discovered during commissioning and retesting until acceptable results are obtained has been accomplished. Owner will establish in writing the date Construction Phase Commissioning Completion is achieved. [See Section 017700 "Closeout Procedures" for certificate of Construction Phase Commissioning Completion submittal requirements.](#)
 - 1. Commissioning is complete when the work specified in this Section and related Sections has been completed and accepted, including, but not limited to, the following:
 - a. Completion of tests and acceptance of test results.
 - b. Resolution of issues, as verified by retests performed and documented with acceptance of retest results.
 - c. [Comply with requirements in Section 017900 "Demonstration and Training."](#)
 - d. Completion and acceptance of submittals and reports.
- G. Functional Test: Test of dynamic function of systems, as opposed to components, under full operation in various modes through all control system's sequences of operation using manual (direct observation) or monitoring methods following prescribed test procedures in sequential written form
- H. Owner's Project Requirements (OPR): A document that details the functional requirements of a project and the expectations of how it will be used and operated, including Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
- I. Owner's Witness: Commissioning Authority, Owner's Project Manager, or Architect-designated witness authorized to authenticate test demonstration data and to sign completed test data forms.
- J. Construction or System readiness Checklist: List, provided by Commissioning Authority to installer, of items to inspect and elementary component tests to conduct to verify proper installation of equipment prior to functional testing.

SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

- K. Sampling: Functionally testing only a fraction of total number of identical or near identical pieces of equipment.
- L. Seasonal Commissioning: Testing of equipment that can be done only during periods of peak heating or cooling, when HVAC equipment is operating at full-load or heavy-load conditions.
- M. Simulated Condition: Condition created for purpose of testing response of system.
- N. "Systems," "Assemblies," "Subsystems," "Equipment," and "Components": Where these terms are used together or separately, they shall mean "as-built" systems, assemblies, subsystems, equipment, and components.
- O. Test: Performance tests, performance test demonstrations, commissioning tests, and commissioning test demonstrations.
- P. Trending: Monitoring using building control system.

1.4 COMPENSATION

- A. Should Architect, Commissioning Authority, other Owner's witness, or Owner's staff perform additional services or incur additional expenses due to actions of Contractor listed below, compensate Owner for such additional services and expenses.
 - 1. Failure to provide timely notice of commissioning activities schedule changes.
 - 2. Failure to meet acceptance criteria for test demonstrations.
- B. Contractor shall compensate Owner for such additional services and expenses at the rate of \$150.00 per labor hour plus \$100.00 per round trip plus per diem allowances for meals and lodging according to current U.S. General Services Administration (GSA) Per Diem Rates.

1.5 COMMISSIONING TEAM

- A. Members Appointed by Contractor(s):
 - 1. Commissioning Coordinator: A person or entity employed by Contractor to manage, schedule, and coordinate commissioning.
 - 2. Project superintendent and other employees that Contractor may deem appropriate for a particular portion of the commissioning.
 - 3. Subcontractors, installers, suppliers, and specialists that Contractor may deem appropriate for a particular portion of the commissioning.
 - 4. Appointed team members shall have the authority to act on behalf of the entity they represent.
- B. Members Appointed by Owner:
 - 1. Commissioning Authority (CxA), plus consultants that CxA may deem appropriate for a particular portion of the commissioning.
 - a. CxA: Ethos Engineering, Cesar Gonzalez, PE. Cell (956) 564.2827
 - 2. Owner representative(s), facility operations and maintenance personnel, plus other employees, separate contractors, and consultants that Owner may deem appropriate for a particular portion of the commissioning.

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3. MEP Engineer, plus employees and consultants that Architect may deem appropriate for a particular portion of the commissioning.
 - a. MEP: Ethos Engineering, Guillermo Quintanilla. Cell (956) 564.2811.

1.6 INFORMATIONAL SUBMITTALS

- A. Comply with requirements in Section 013300 "Submittal Procedures" for submittal procedures general requirements for commissioning.
- B. Commissioning Plan Information:
 1. List of Contractor-appointed commissioning team members to include specific personnel and subcontractors to the performance of the various commissioning requirements.
 2. Schedule of commissioning activities, integrated with the construction schedule. Comply with requirements in Section 013200 "Construction Progress Documentation" for construction schedule general requirements for commissioning.
 3. Contractor personnel and subcontractors to participate in each test.
 4. List of instrumentation required for each test to include identification of parties that will provide instrumentation for each test.
- C. Commissioning schedule.
- D. Two-week look-ahead schedules.
- E. Commissioning Coordinator Letter of Authority:
 1. Within 10 days after approval of Commissioning Coordinator qualifications, submit a letter of authority for Commissioning Coordinator, signed by a principal of Contractor's firm. Letter shall authorize Commissioning Coordinator to do the following:
 - a. Make inspections required for commissioning.
 - b. Coordinate, schedule, and manage commissioning of Contractor, subcontractors, and suppliers.
 - c. Obtain documentation required for commissioning from Contractor, subcontractors, and suppliers.
 - d. Report issues, delayed resolution of issues, schedule conflicts, and lack of cooperation or expertise on the part of members of the commissioning team.
- F. Test Reports:
 1. Pre-Startup Report: Prior to startup of equipment or a system, submit signed, completed system readiness checklists.
 2. Test Data Reports: At the end of each day in which tests are conducted, submit test data for tests performed.
 3. Commissioning Issues Reports: Daily, at the end of each day in which tests are conducted, submit commissioning issue reports for tests for which acceptable results were not achieved.
 4. Weekly Progress Report: Weekly, at the end of each week in which tests are conducted, submit a progress report.
 5. Data Trend Logs: Submit data trend logs at the end of the trend log period.
 6. System Alarm Logs: Daily, at the start of days following a day in which tests were performed, submit print-out of log of alarms that occurred since the last log was printed.

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- G. System readiness checklists:
 - 1. Material checks.
 - 2. Installation checks.
 - 3. Startup procedures, where required.

1.7 CLOSEOUT SUBMITTALS

- A. Commissioning Report:
 - 1. At Construction Phase Commissioning Completion, include the following:
 - a. Pre-startup reports.
 - b. Test data forms, completed and signed.
 - c. Commissioning issues report log.
 - d. Commissioning issues reports showing resolution of issues.
 - e. Correspondence or other documents related to resolution of issues.
 - f. Other reports required by commissioning.
 - g. List unresolved issues and reasons they remain unresolved and should be exempted from the requirements for Construction Phase Commissioning Completion.
 - h. Report shall include commissioning work of Contractor.
- B. Request for Certificate of Construction Phase Commissioning Completion.
- C. Operation and Maintenance Data: For proprietary test equipment, instrumentation, and tools to include in operation and maintenance manuals.

1.8 COMMISSIONING TEAM RESPONSIBILITIES

- A. COMMISSIONING AUTHORITY: Responsibilities of the CxA during the Construction Phase include the following:
 - 1. Coordinate and direct steps of the total Commissioning Process for systems being installed as part of this contract. Coordinate commissioning work schedule with Owner and Contractor.
 - 2. Provide Commissioning Plan.
 - 3. Attend planning and construction-site meetings as required to obtain information relating to Commissioning Process. Convene commissioning team meetings as required.
 - 4. Plan and conduct commissioning scoping and coordination meetings. Provide notice to all Team members to attend scheduled commissioning meetings.
 - 5. Request all information required for Commissioning Process from manufacturers, Contractor, and Design Professionals.
 - 6. Review Design Professionals' design documents to gain clear understanding of design intent. (Not in scope)
 - 7. Review submittals for compliance with commissioning needs. (Not in scope).
 - 8. Verify that systems and equipment have been installed and started in accordance with manufacturer's recommendations and with generally recognized construction standards, and that documentation of such has been provided.
 - 9. Assist in resolving discrepancies.

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10. Prepare System readiness checklists to ensure systems have been installed according to project specifications. Verify that System readiness checklists have been addressed by Contractor and are accurate. Deliver final System readiness checklists to Owner.
 11. Prepare Functional Test procedures to demonstrate performance of systems according to project specifications. Observe and document performance of systems, as per process detailed in Functional Test procedures.
 12. Verify the execution of commissioning process activities using random sampling. The sampling rate may vary from 1 to 100 percent. Verification will include, but is not limited to, equipment submittals, system readiness checklists, training, operating and maintenance data, tests, and test reports to verify compliance with the OPR. When a random sample does not meet the requirement, the CxA will report the failure in the Issues Log.
 13. Prepare and maintain an Issues Log.
 14. Compile test data, inspection reports, and certificates; include them in the systems manual and commissioning process report.
 15. Review testing and balancing (TAB) reports; notify Owner of deficiencies.
 16. Recommend acceptance or non-acceptance of systems to Owner.
 17. Verify that Operations and Maintenance (O&M) documentation is acceptable. Operations and Maintenance manuals shall be submitted simultaneously to CxA and to Design Professionals for review. (Not in scope)
 18. Verify that training has taken place by collecting training documentation from Contractor.
 19. Compile and maintain commissioning record.
 20. Provide pre-final and final commissioning reports to all commissioning team members. The report shall include:
 - a. Communications between Owner, CxA, Design Professionals, Vendors, and/or Contractor and Subcontractors related to Commissioning Process.
 - b. Minutes of commissioning meetings.
 - c. Findings and pertinent observations.
 - d. A listing of any deficiencies, unresolved issues, and compromises in the environmentally responsive features
 - e. Manufacturer's start-up reports.
 - f. An Issues Log which:
 - 1) Describes design, installation, and performance issues which are at variance with the Owner's project requirements and Contract Documents.
 - 2) Identifies and tracks issues as they are encountered, documenting the status of unresolved and resolved issues.
 - 3) Documents corrective modifications made.
 - g. System readiness checklists.
 - h. Testing plans and Functional Test reports.
 - i. Listing of off-season test(s) not performed and a schedule for their completion.
 21. Conduct an inspection of the building and its systems within 10 months after substantial completion and prior to the expiration of warranties. Prepare a report documenting findings that should be addressed prior to expiration of warranties.
- B. CONTRACTOR: Responsibilities of the General Contractor (GC) as related to Commissioning Process include, but are not limited to the following:
1. Facilitate coordination of Commissioning work by CxA.
 2. Attend Commissioning meetings or other meetings called by CxA to facilitate the Commissioning Process.
 3. Integrate and coordinate commissioning process activities with construction schedule.

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4. Review CxA's Functional Test procedures for feasibility, safety, and impact on warranty, and provide CxA with written comment on same.
5. Provide all documentation relating to manufacturer's recommended performance testing of equipment and systems.
6. Provide Operations and Maintenance Data to CxA for preparation of checklists and training manuals.
7. Provide testing and balancing report.
8. Provide As-built drawings and documentation to facilitate Functional Testing.
9. Assure and facilitate participation and cooperation of specialty subcontractors (electrical, mechanical, Building Automation, etc.), and equipment suppliers as required for the Commissioning Process.
10. Require subcontractors to inspect systems installed and fill-out System readiness checklists (provided by CxA) to verify installation has taken place in accordance with manufacturer's instructions, and in a workmanlike manner in accordance with project documents and generally accepted construction practices. Certify to CxA that installation work listed in System readiness checklists has been completed and accompany CxA during verification of completed System readiness checklists.
11. Install systems and equipment in strict conformance with project specifications, manufacturer's recommended installation procedures, and System readiness checklists, as prepared by CxA.
12. Provide data concerning performance, installation, and start-up of systems.
13. Provide copy of manufacturer's filled-out start-up forms for equipment and systems.
14. Ensure systems have been started and fully checked for proper operation prior to arranging for Functional Testing with CxA. Prepare and submit to CxA written certification that each piece of equipment and/or system has been started according to manufacturer's recommended procedure, and that system has been tested for compliance with operational requirements.
 - a. GC shall carry out manufacturer's recommended start-up and testing procedures, regardless of whether or not they are specifically listed in CxA's Functional Test procedures.
 - b. GC is not relieved of obligation for systems / equipment demonstration where performance testing is required by specifications, but a Functional Performance Test is not specifically designated by CxA.
15. Coordinate with CxA to determine mutually acceptable date of Functional Performance Tests.
16. Review and accept construction checklists provided by the CxA.
17. Direct and coordinate commissioning testing among subcontractors, suppliers, and vendors.
18. Complete commissioning process test procedures.
19. Provide qualified personnel to assist and participate in Commissioning.
20. Provide test instruments and communications devices, as prescribed by CxA and where identified in this specifications manual, as required for carrying out Functional Testing of systems.
21. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
22. Cooperate with the CxA for resolution of issues recorded in the Issues Log.
23. Ensure deficiencies found in the Commissioning Process are corrected within the time schedule shown in the CA report.
24. Provide CxA with all submittals, start-up instructions manuals, operating parameters, and other pertinent information related to Commissioning Process. This information shall be

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- provided directly to the CxA as a digital PDF file at the same time that the submittals are made to the architect and/or engineer.
25. Prepare and submit to CxA proposed Training Program outline for each system.
 26. Coordinate and provide training of Owner's personnel. Provide CxA with proposed training agenda no less than 14 days prior to scheduled training sessions. Provide documentation that training took place (including system being trained on, trainer's name and contact information, sign-in sheet verifying who attended training, length of training, and signature of owner's authorized person certifying training took place satisfactorily).
 27. Prepare Operation and Maintenance manuals and As-Built drawings in accordance with specifications; submit copy to CxA in addition to other contractually required submissions. Revise and resubmit manuals in accordance with Design Professionals and CxA's comments.
 28. All costs associated with the participation of GC, Sub-Contractors, Design Professionals, and Equipment Vendors in the Commissioning Process shall be included as part of the Construction Contract.
- C. Subcontractors and vendors shall prepare and submit to Commissioning Authority Manufacturer's installation and performance test procedures to demonstrate performance of systems according to these specifications and checklists prepared by Commissioning Authority.
- D. Owner's Representative: Responsibilities of the Owner's Representative as related to Commissioning Process include, but are not limited to the following:
1. Provide the OPR documentation to the CxA and GC for information and use.
 2. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.
 3. Provide the BoD documentation, prepared by Architect and approved by Owner, to the CxA and GC for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.
 4. Manage contracts of Architect and GC.
 5. Arrange for facility operating and maintenance personnel to attend various field commissioning activities and field training sessions.
 6. Provide final approval for completion of Commissioning Work.
 7. Warranty Period: Ensure that seasonal or deferred testing and deficiency issues are addressed.
- E. Architect: Responsibilities of the Architect as related to Commissioning Process include, but are not limited to the following:
1. Attend commissioning scoping meeting and other commissioning team meetings as requested by Commissioning Authority and as selected by Architect.
 2. Perform normal submittal review, construction observation, record drawing preparation, and operations and maintenance data preparation, as required by Contract Documents.
 3. Review Commissioning Authority's submittal review comments and issue directive to GC and/or Design Professionals as deemed applicable. (Not in CxA's scope to review submittals).
 4. Coordinate resolution of system deficiencies identified during commissioning, as required by Contract Documents. Review Commissioning Issues Logs and issue directives to GC and/or Design Professionals as applicable.
 5. Prepare and submit final as-built design intent documentation for inclusion in Operation and Maintenance Data Manual, and review and approve Operation and Maintenance Data Manual.

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6. Review Commissioning Report and issue directive to resolve all outstanding deficiencies prior to project close-out.
 7. Warranty Period: Coordinate resolution of design non-conformance and design deficiencies identified during warranty period commissioning.
- F. Design Professionals Responsible for Design of Each Portion of Work Being Commissioned:
1. Perform normal submittal review, construction observations, and record drawing preparation, as required by Contract Documents. Perform site observation immediately preceding system startup.
 2. Respond to deficiencies identified by Commissioning Authority as directed by Architect.
 3. Provide design narrative and sequence documentation requested by Commissioning Authority. Assist, along with GC, in clarifying operation and control of commissioned equipment in areas where specifications, control drawings, or equipment documentation are not sufficient for writing detailed testing procedures.
 4. Attend commissioning scoping meetings and other commissioning team meetings as requested by Commissioning Authority and as selected by Architect or responsible design professional.
 5. Participate in resolution of system deficiencies identified during commissioning, as required by Contract Documents.
 6. Prepare and submit final as-built design intent and operating parameters documentation for inclusion in Operation and Maintenance Manual, and review and approve Operation and Maintenance Manual.

PART 2 - PRODUCTS

2.1 TEST EQUIPMENT, INSTRUMENTATION, AND TOOLS

- A. Test equipment and instrumentation required to perform the commissioning shall remain the property of Contractor unless otherwise indicated.

2.2 REPORT FORMAT AND ORGANIZATION

- A. General Format and Organization:
 1. Retain first two subparagraphs below for projects requiring hard-copy submittals; delete for projects requiring only electronic submittals.
 2. Bind report in three-ring binders.
 3. Label the front cover and spine of each binder with the report title, volume number, project name, Contractor's name, and date of report.
 4. Record report on compact disk.
 5. Electronic Data: Portable document format (PDF); a single file with outline-organized bookmarks for major and minor tabs and tab contents itemized for specific reports.
- B. Commissioning Report:
 1. Include a table of contents and an index to each test.
 2. Include major tabs for each Specification Section.
 3. Include minor tabs for each test.
 4. Within each minor tab, include the following:

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- a. Test specification.
- b. Pre-startup reports.
- c. Test data forms, completed and signed.
- d. Commissioning issue reports, showing resolution of issues, and documentation related to resolution of issues pertaining to a single test. Group data forms, commissioning issue reports showing resolution of issues, and documentation related to resolution of issues for each test repetition together within the minor tab, in reverse chronological order (most recent on top).

PART 3 - EXECUTION

3.1 PREPARATION

- A. Review preliminary system readiness checklists and preliminary test procedures and data forms.

3.2 GENERAL

A. Authority

1. The Commissioning Authority carries out the Cx responsibilities as the Owner's authorized agent in accordance with plans, specifications, and contractual requirements.
2. CxA reports deficiencies found to the GC, Architect and Owner.
3. The Architect evaluates deficiencies and issues directive to GC to remedy CxA's deficiencies lists, in accordance with contract documents.
4. No change in scope work is to take place without express written consent of Owner. Any deficiencies identified by CxA that are deemed by Architect to be outside of the scope of work shall be discussed with Owner for consideration.
5. GC and CxA are to copy Architect on all correspondence related to the commissioning process.

B. Participation In The Commissioning Process

1. GC shall attend meetings related to Commissioning process and arrange for attendance by subcontractors and vendors prior to commissioning of their systems, at the discretion of CxA.
2. Provide skilled technicians to start and test all systems, and place systems in complete and fully functioning service in accordance with contract documents and design intent.
3. Provide skilled technicians, experienced and familiar with systems being commissioned, to assist CxA in commissioning process.
4. Attend initial commissioning team scoping meeting, pre-commissioning meetings specific to each system, and other meetings requested by CxA as required to discuss resolution of deficiencies.
5. Coordinate with sub-Contractors and equipment vendors/representatives to set aside adequate time to address System readiness Checklists, Functional Testing, Operations and Maintenance Training, and associated coordination meetings.

C. Work Prior To Testing

1. A commissioning team scoping meeting shall be held at a time and place designated by Commissioning Authority. Owner, Architect, Commissioning Authority, Contractor, and Mechanical, Electrical, and Controls Contractors, shall be present at this meeting. The main objectives of the meeting are to familiarize all parties with the requirements of the

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commissioning process; to ensure that the responsibilities of each party are clearly understood; and obtain information to develop the preliminary commissioning plan, including:

- a. Personnel representing the various entities participating in the process (GC, subcontractors, Owner, Architect, Engineer, CxA)
 - b. Lines of communications;
 - c. Assignment of responsibilities;
 - d. Review system readiness checklists;
 - e. Submittal schedule;
 - f. Preliminary construction schedule
2. Following the initial commissioning team scoping meeting, and upon reviewing submittals, CxA shall prepare a preliminary Commissioning Plan outlining procedures and responsibilities, including names and contact information of responsible parties, tentative dates for commissioning activities, and system readiness checklists. Preliminary Commissioning Plan shall be distributed to GC and Owner electronically for review and comment. CxA shall modify the Commissioning Plan based on feedback from GC and Owner and will generate a final Cx Plan.
 3. Prior to system readiness and functional testing, CxA will conduct site inspections at critical times and issue Cx Field Reports with observations on installation deficiencies so that they may be issued by Architect as deemed appropriate
 4. GC shall complete all phases of the work so the systems can be started, tested, adjusted, balanced, and otherwise commissioned.
 5. GC shall verify requirements of Divisions 22, 23 and 26 outlining responsibilities for start-up of equipment with obligations to complete systems, including all sub-systems so that they are fully functional.
 6. A minimum of fourteen (14) days prior to date of system readiness performance test, submit to Commissioning Authority for review, detailed description of equipment start-up procedures which GC proposes to perform to demonstrate conformance of systems to specifications and commissioning checklists.
 7. Convene system-specific pre-commissioning meetings prior to start of system readiness testing of each system. The GC shall hold a pre-commissioning meeting with all Team members in attendance. The purpose of the meeting is to review the system readiness checklists, and equipment start-up procedures for each system to be commissioned, confirm that systems are ready for testing, and define a schedule for testing activities.

D. System readiness checks and functional performance tests

1. The GC shall provide all materials, services, and labor required to operate equipment and/or system in order to perform the system readiness checks and functional performance tests. A system readiness check or functional performance test shall be aborted if any system deficiency prevents the successful completion of the test or if any participating commissioning team member of which participation is specified is not present for the test. The GC shall reimburse the Owner and A/E for all costs associated with effort lost due to tests that are aborted. These costs shall include salary, travel costs and per diem (where applicable).
2. Functional performance tests may sometimes duplicate the checking, testing, and inspection methods established in related Sections. Where checking, testing, and inspection methods are not specified in other Sections, methods shall be established which will provide required information. Testing and verification required by this section shall be performed during the Commissioning phase. Requirements in related Sections are independent from the requirements of this Section and shall not be used to satisfy any of the requirements specified in this Section without the approval of CxA.

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3. Follow start-up and initial checkout procedures listed in article titled “RESPONSIBILITIES” in Part 1, and additional requirements specified in this Section. Divisions 22, 23 and 26 have startup responsibilities and are required to complete systems and sub-systems so systems are fully functional, meeting design requirements of Contract Documents. Commissioning procedures and functional testing do not relieve or lessen this responsibility or shift this responsibility, in whole or in part, to Commissioning Agent or Owner.

E. Work To Resolve Deficiencies

1. Complete corrective work in a timely manner to allow expeditious completion of commissioning process. If deadlines pass without resolution of identified problems, Owner reserves the right to obtain supplementary services and/or equipment to resolve the problem. Costs thus incurred will be GC’s responsibility.

3.3 SUSTAINABILITY REQUIREMENTS

- A. Comply with requirements listed in specifications and drawings as it relates to sustainability features that will be verified during the Commissioning process.

3.4 SYSTEM READINESS CHECKLISTS

A. General

1. System readiness checklists are important to ensure that equipment and systems are properly connected and operational, and installed in accordance with specifications, drawings, manufacturer's requirements, and all applicable codes.
2. Checklists ensure that functional performance testing (in-depth checkout) may proceed without unnecessary delays.
3. Performance of system readiness checklists, startup, and checkout shall be directed and executed by subcontractor or vendor. Only individuals that have direct knowledge and who witnessed that line item task on system readiness checklist was performed shall initial or check item off.
4. Each piece of equipment and major distribution system receive full system readiness checkout. No sampling strategies are used.
5. System readiness checkout for given system must be successfully completed prior to formal functional performance testing of equipment or subsystems of given system.

B. System readiness Checklist

1. System readiness performance tests shall be documented in a checklist format, as prepared and provided by CxA, for each piece of equipment. Each checklist shall be initialed by GC, verifying that all items on checklist have been addressed and completed.
2. Commissioning System readiness checklists are not to preclude GC from applying his own construction inspection checklists.
3. All system elements shall be checked to verify that they have been installed, adjusted, and calibrated properly, that all connections have been made correctly, and that it is ready to function as specified. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, control sequence, and other conditions which may cause damage.
4. Verify that tests, meter readings and specific electrical characteristics agree with those required by equipment or system manufacturer.

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5. All discrete elements and sub-systems shall be adjusted and shall be checked for proper operation. Verify wiring and support components for equipment are complete and tested.
6. Do not conduct start-up procedure recommended by equipment/system manufacturer at prior to system readiness testing.
7. Subcontractors shall clearly list outstanding items of initial start-up and system readiness procedures that were not completed successfully at bottom of procedures form or on separate sheet attached to form. Completed forms and attached sheets shall be provided to Commissioning Authority within 2 days of test completion. Installing subcontractor or vendor shall correct deficient or incomplete areas in timely manner and shall submit updated system readiness checklist and startup report with statement of correction on original non-compliance report.
8. When system readiness checklists for a particular system or subsystems are completed, GC will request verification by CxA. GC and subcontractors shall accompany CxA during system readiness checklist verification.
9. If during system readiness checklist verification, CxA finds a significant number of deficiencies, GC shall have all the checklists associated with similar system redone.

3.5 SYSTEM START-UP

- A. GC will arrange for start-up of operating equipment and systems after (or at the same time as) system readiness testing and prior to scheduling Functional Testing.
- B. Start-up of equipment and systems shall be performed only by a manufacturer's representative, or person(s) who are specifically manufacturer-approved. All start-up personnel shall be trained and authorized, experienced and knowledgeable in the operations of such equipment and systems.
- C. Coordinate schedule for start-up of various equipment and systems so that subsystems required for major systems operation are tested first.
- D. Manufacturer's start-up reports must be submitted to CxA prior to scheduling Functional Testing.

3.6 FUNCTIONAL TESTING

- A. The objective of Functional Testing is to demonstrate that each system is operating according to documented design intent and Contract Documents, through all possible modes of operation.
- B. GC and sub-Contractors shall include in his bid proposal all costs associated with preparation and execution of Testing Procedures for all systems to be commissioned.
- C. Functional testing is intended to begin upon completion of each system and after system readiness checklists have been completed. Functional testing may proceed prior to completion of systems or sub-systems at discretion of Commissioning Authority. Beginning system testing before completion does not relieve GC from fully completing system, including system readiness checklists as early as possible.
- D. GC and sub-Contractors shall provide detailed Testing Procedures that will allow all items on checklists to be verified.

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- E. Testing shall be conducted under specified operating conditions as recommended or approved by Commissioning Authority.
- F. A Functional Performance Test shall be performed on each complete system. Each function shall be demonstrated to the satisfaction of Commissioning Authority in accordance with proposed test procedures developed to demonstrate compliance with specifications.
- G. Each Functional Test shall be witnessed and signed off by Commissioning Authority upon satisfactory completion. Functional Test is not to be considered complete until Owner accepts Commissioning Authority's recommendation for completion.
- H. All elements of system shall be tested to demonstrate that total systems satisfy all requirements of these specifications. Testing shall be accomplished on hierarchical basis. Test each piece of equipment for proper operation, followed by each subsystem, followed by the entire system, followed by any inter-ties to other major systems.
- I. Notification, Scheduling Of Functional Testing and Re-Testing
 - 1. Notify CxA and Owner, in writing, of request for scheduling Functional Testing. Submit request no fewer than five days prior to desired date for beginning functional testing.
 - a. GC must certify that systems and equipment are functioning satisfactorily, according to specifications and design intent, prior to requesting Functional Testing. Upon receipt of such certification, CxA will schedule with GC a time for the particular system test.
 - 1) CxA will attempt to schedule Functional Testing when convenient for GC and his vendors, and to minimize lost time to GC.
 - b. GC will resolve all deficiencies identified during initial test prior to submitting request, in writing, for re-testing. Such request for re-testing shall certify that GC has resolved all deficiencies, or list reason why any deficiencies remain which cannot be resolved.
 - c. CxA will re-test to ensure that all deficiencies have been resolved.
 - 1) Deficiencies that were not detected in first Functional Test, but are discovered in subsequent re-testing, are to be resolved by GC as if they had been discovered in initial testing.
- J. Functional Testing Requirements And Procedures
 - 1. GC and sub-Contractors shall perform tests in the presence of CxA. Tests not witnessed by CxA shall not be considered complete.
 - 2. To facilitate Functional Testing, when requested by CxA, GC shall provide services of personnel to accompany CxA for the duration of Functional Testing, including any follow-up testing. Such personnel must be experienced, qualified, and intimately familiar with the system being tested.
 - a. Participation by representative(s) of direct digital controls (DDC) systems is of particular importance in Functional Testing. All systems which are controlled and/or monitored by DDC are to be thoroughly tested, point by point, through all modes of operation, with the assistance of manufacturer's representative. DDC graphics, setpoints, and programming are to be included as a part of Functional Testing as well.
 - b. GC must provide services of personnel to accompany CxA for equipment and systems which may pose particular health and safety concerns, such as boilers.
 - c. Should he fail to provide representative to accompany CxA during Functional Testing, GC continues to bear full responsibility for equipment warranty. Owner

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and CxA will not be held responsible for damage to equipment, or other actions which might impact warranty, when performing Functional Testing of systems where GC has not provided authorized accompanying representative to operate equipment.

3. Each system shall be operated through all modes of operation including, but not limited to seasonal, occupied, unoccupied, warm-up, cool-down, part-load, and full-load, where system response is specified.
 - a. For multiple units, sampling strategy established by Commissioning Authority and subject to approval of Owner may be used.
 - b. Verification of each sequence in sequences of operation is required.
 - c. Proper responses to such modes and conditions as power failure, freeze condition, low oil pressure, no flow, equipment failure, and the like, shall also be tested.
 4. Where possible, inspections carried out on systems by local Authorities Having Jurisdiction (AHJ) may serve as Functional Testing for purposes of Commissioning.
 - a. CxA will accompany AHJ during testing procedures required by AHJ.
 - b. It is responsibility of GC to arrange for testing by AHJ and to coordinate with CxA to find mutually convenient times for testing. Provide CxA a minimum of four days in advance of intent to schedule testing by AHJ.
 - c. CxA will issue a separate report on results of testing.
 - d. CxA reserves the right to require additional testing, should testing by AHJ not adequately cover all system components in all modes of operation.
 5. Functional Testing is to be dedicated solely to testing of equipment and systems, and not to resolution of deficiencies. Deficiencies identified during testing process must be corrected by GC at a time other than during Functional Testing.
 6. Within six days of performing functional test, CxA will issue test report with findings a list of deficiencies that must be addressed by GC or sub-Contractors.
 7. Commissioning Authority shall submit a Final Report to Owner recommending acceptance or non-acceptance of individual system components as well as the systems as a whole.
- K. Re-Testing And Failure To Remedy Deficiencies
1. Despite GC's best efforts to ensure systems are problem-free, it is expected that some deficiencies will be found during initial inspection of System readiness Checklist, and during initial Functional Testing; such deficiencies are expected to be minimal.
 2. It is GC's responsibility to remedy identified deficiencies, both in System readiness Checklist and in Functional Testing phases of work, in a timely and thorough manner.
 3. It is GC's responsibility to ensure that all deficiencies are corrected prior to requesting a re-inspection or re-test of systems and equipment. Do not request re-inspection or re-test until deficiencies are corrected.
 - a. At his discretion, CxA may agree to re-testing systems or equipment where deficiencies remain which are beyond GC's control to resolve expeditiously.
 - b. Typically such re-testing of incomplete systems and equipment will take place only if remaining deficiencies are minor in scope and nature, and are of such nature that they cannot be resolved in a timely manner (such as those due to difficulties in obtaining parts, or where Owner has requested a change that has delayed work, etc.)
 4. CxA will carry out a second re-inspection or re-test of systems and equipment subsequent to receiving GC's request.
 - a. If CxA finds deficiencies identified in initial inspection or test have not been remedied (with exception of un-resolvable deficiencies noted above), and such

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remaining deficiencies are significant enough to require additional inspection or re-testing, GC will be back-charged for CxA's expenses, per Article 1.5.

3.7 DEFERRED TESTING

- A. "Seasonal Commissioning" pertains to testing during peak heating or cooling seasons when HVAC equipment is operating at full-load or heavy-load conditions. Initial commissioning will be done as soon as contract work is completed, regardless of season. Seasonal Commissioning under full- or heavy-load conditions other than the current season will be handled at later time by GC and CxA.
 - 1. If adequate load may be artificially placed upon heating or cooling equipment, CxA, at his discretion, may perform functional testing during non-peak load periods.
 - 2. GC is to provide services of personnel and participate in seasonal testing process in the same manner as he would in non-seasonal testing.
 - 3. Until off-season commissioning can be accomplished, Owner may retain an amount from GC's payment sufficient to cover the cost of off-season testing.

- B. Unforeseen Deferred Tests: If any check or test cannot be completed due to building structure, required occupancy condition, or other reason, execution of checklists and functional testing may be delayed upon approval of Owner. Tests shall be conducted in same manner as seasonal tests, as soon as possible. Services of required parties will be negotiated. Make final adjustments to Operation and Maintenance Manuals and record drawings due to unforeseen deferred tests.
 - 1. GC is to provide services of personnel and participate in deferred testing in the same manner as he would for normal commissioning.
 - 2. Until deferred testing can be accomplished, Owner may retain an amount from GC's payment sufficient to cover the cost of deferred testing.

3.8 TRAINING

- A. The following requirements are in addition to operation and maintenance requirements specified elsewhere in this specifications manual. GC shall be responsible for training coordination and scheduling, and ultimately to ensure that training is completed.

- B. Scheduling
 - 1. Organize training to fit Owner's schedule and to optimize the learning experience. Limit continuous sessions to no more than four hours, or otherwise only as approved by Owner and/or Architect.
 - 2. Provide an outline of the proposed training agenda for review by Owner and CxA a minimum of 10 days prior to proposed date for training session.
 - 3. Provide CxA a minimum 5 days advance notice of intent to carry out a training session.
 - 4. The CxA will not be required to attend all training sessions for building personnel, but will attend selected sessions and monitor progress and content.
 - 5. No training will take place prior to successful completion of Functional Testing.

- C. Training Materials
 - 1. Develop Training Manuals to meet requirements of individual equipment specification sections.

SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

2. Operating and Maintenance Manuals alone are NOT considered training manuals. O&M Manuals may be used as reference, but shall not be considered to meet requirements for training materials.
3. Develop a detailed outline showing how training program will be organized, including classroom and hands-on training as required by individual specifications sections.
4. Provide with training materials, a quick-reference "how-to" index which will allow operators to easily access information included in Training Manuals and/or O&M Manuals. This reference will include, as a minimum; routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions.
5. Refer to individual equipment or system specifications for minimum material to be covered as part of the training program.

D. Documentation

1. All training sessions are to be fully documented. Document:
 - a. Basic information on training session (name of system, time, date, and location of training, name of presenter, length of training session, etc.).
 - b. Names of persons who attended the training session (provide a sign-in sheet).
 - c. Signature from authorized Owner's representative indicating that training took place and was satisfactory.
2. Provide CxA copy of sign-in sheet with training session documentation.

3.9 O&M MANUALS

- A. Provide operation and maintenance manuals as specified in section 017700 Closeout Submittals, and as outlined in individual sections of Divisions 22, 23 and 26.
- B. Provide CxA with a single copy of Operation and Maintenance Manuals for review. CxA's copy of O&M manuals shall be submitted through Architect.
- C. CxA shall review O&M Manuals and submit comments through the Architect.

3.10 SYSTEMS TO BE COMMISSIONED

- A. Refer to commissioning specifications sections in Related Sections, including the following:
 1. 230100 - COMMISSIONING OF MECHANICAL SYSTEMS

END OF SECTION 019113

SECTION 033000 – CAST-IN-PLACE CONCRETE (LIMITED APPLICATIONS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies cast-in-place concrete, including reinforcement, concrete materials, mix design, placement procedures, and finishes.

1.3 SUBMITTALS

- A. General: In addition to the following, comply with submittal requirements in ACI 301.
- B. Product Data: For each type of manufactured material and product indicated.
- C. Design Mixes: For each concrete mix.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
- C. Source Limitations: Obtain each type of cement of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.
- D. Comply with ACI 301, "Specification for Structural Concrete," including the following, unless modified by the requirements of the Contract Documents.
 - 1. General requirements, including submittals, quality assurance, acceptance of structure, and protection of in-place concrete.
 - 2. Formwork and form accessories.
 - 3. Steel reinforcement and supports.
 - 4. Concrete mixtures.
 - 5. Handling, placing, and constructing concrete.

SECTION 033000 – CAST-IN-PLACE CONCRETE (LIMITED APPLICATIONS)

PRODUCTS

2.1 FORMWORK

- A. Furnish formwork and form accessories according to ACI 301.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, **Grade 60**, deformed.

2.3 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Types I or II or Type I/II.
- B. Normal-Weight Aggregate: ASTM C 33, uniformly graded, not exceeding **1.5 in** nominal size.
- C. Water: Potable and complying with ASTM C 94.

2.4 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures. Do not use admixtures containing calcium chloride.
- B. Air-Entraining Admixture: ASTM C 260.

2.5 RELATED MATERIALS

- A. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.

2.6 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately **9 oz./sq. yd.** dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Solvent-Borne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

SECTION 033000 – CAST-IN-PLACE CONCRETE (LIMITED APPLICATIONS)

- F. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

2.7 CONCRETE MIXES

- A. Comply with ACI 301 requirements for concrete mixtures.
- B. Prepare design mixes, proportioned according to ACI 301, for normal-weight concrete determined by either laboratory trial mix or field test data bases, as follows:
 - 1. Compressive Strength (28 Days): **3000 psi**.
 - 2. Slump: 2 inch minimum to 5 inch maximum.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 6.0 percent within a tolerance of plus 1.0 or minus 1.5 percent.
 - 1. Air content of trowel-finished interior concrete floors shall not exceed 3.0 percent.

2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Comply with ASTM C 94 and ASTM C 1116.
 - 1. When air temperature is between **85 and 90 deg F**, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above **90 deg F**, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, construct, erect, shore, brace, and maintain formwork according to ACI 301.

3.2 STEEL REINFORCEMENT

- A. 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.

3.3 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Locate and install so as not to impair strength or appearance of concrete, at locations indicated or as approved by Architect.

SECTION 033000 – CAST-IN-PLACE CONCRETE (LIMITED APPLICATIONS)

3.4 CONCRETE PLACEMENT

- A. Comply with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.
- B. Consolidate concrete with mechanical vibrating equipment.

3.5 FINISHING FORMED SURFACES

- A. 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 defective areas. Completely remove fins and other projections.
 - 1. Apply to concrete surfaces exposed to public view or to be covered with a coating or covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, or painting.

3.6 TOLERANCES

- A. Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

3.7 CONCRETE PROTECTION 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 follow recommendations in ACI 305R for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to 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. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure formed and unformed concrete for at least seven days by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
 - 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. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - 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.

SECTION 033000 – CAST-IN-PLACE CONCRETE (LIMITED APPLICATIONS)

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner may engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement. Tests will be performed according to ACI 301.
 - 1. Testing Frequency: Obtain at least 3 cylinders for each 50 cu. yd. or fraction thereof of each concrete mix placed each day.

3.9 REPAIRS

- A. Remove and replace concrete that does not comply with requirements in this Section.

END OF SECTION 033000

SECTION 077300 - WIND LOAD RATED ROOF CURBS AND RESTRAINT BRACKETS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Design, construct, furnish and install [equipment supports, wind restraints](#), brackets and related items to meet governing building codes, as demonstrated by comprehensive analysis that the load resisting capabilities meet or exceed requirements.

1.3 QUALITY ASSURANCE

- A. Meet requirements of the [International Building Code](#), ASCE Std 7, TDI, and other applicable codes for the location. This specification shall be a minimum requirement for wind load design consideration, and is not intended as a substitute for legislated, more stringent, national, state or local requirements.
- B. Wind-induced forces shall be determined by governing code requirements.
 - 1. Wind-generated force shall be reduced into an equivalent statically applied force.
 - 2. The statically applied force shall act in horizontal and vertical directions at the center of gravity of the rooftop mounted equipment, resulting in torsion, flexure, tension and shear forces that the wind restraint brackets shall be shown to be able to resist.
- C. Install products in strict accordance with applicable codes and manufacturers' standards. Whenever a conflict occurs between the manufacturers or construction standards, the most stringent shall apply.

1.4 SUBMITTALS

- A. Manufacturer's statement showing that the curbs and wind load restraint brackets meet the applicable code requirements, signed and sealed by a licensed professional engineer (PE). Provide the following:
 - 1. Wind restraint calculations for all connections of [exterior-mounted equipment to pad or the structure](#).
 - 2. Drawings showing curbs, wind restraint bracket dimensions, make and model compatible with unit, including type of connection hardware required.

PART 2 - PRODUCTS

2.1 SUPPORTS AND RESTRAINTS

- A. Approved manufacturers of roof curbs and wind load restraint brackets:
 - 1. Approved HVAC equipment manufacturer.
 - 2. Others shall obtain a written pre-approval one week prior to bidding.

SECTION 077300 - WIND LOAD RATED ROOF CURBS AND RESTRAINT BRACKETS

- B. Products shall be made of a material (Prime G-90 galvanized steel or galvalume) compatible with roof curb and the rooftop unit base-rail material. Dissimilar metals shall not to be used.
 - 1. Fully welded mitered corners for wind load consideration
 - 2. Base flange attachments for securing unit to structure.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's written instructions.
- B. Attach **equipment to pads with** wind load restraint brackets of size, type and quantity as determined by equipment manufacturer.
- C. Attach **units to the building structure**. Base flange attachment options include anchor bolts, welded connections and mechanical fasteners.
- D. Do not install wind load restraint brackets in a manner that will result in inadequate maintenance access, base-rail damage, or roof curb reduced weight carrying capacity.
- E. Prior to performing installation of restraint brackets, notify Engineer of any conflicts with other trades or equipment that may result in undesirable contact due to inadequate space or other unforeseen conditions. Notify Engineer of any discrepancies between the specifications and field conditions or changes required due to specific equipment selection prior to installation.
- F. Corrective work necessitated by discrepancies or conflicts after installation shall be at the contractor's expense.

3.2 INSPECTION

- A. On completion of installation, inspect the completed system and report in writing any installation error or other faults in the system that could affect the wind load resistant capabilities of the roof top assembly.
- B. The Contractor shall submit a report to the project designer, including the above report with consequent steps taken to properly complete the wind load restraint installation.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes surface preparation and field painting of the following:
 - 1. Piping and piping accessories and supports
 - 2. Exposed ductwork and accessories
- B. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. If the schedules do not indicate color or finish, the Architect will select from standard colors and finishes available.
 - 1. Painting includes field painting of exposed bare and covered pipes (including color coding), hangers, exposed steel and iron work, and primed metal surfaces of mechanical and electrical equipment.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
 - 1. Operating parts include moving parts of operating equipment and the following:
 - a. Valve and damper operators.
 - b. Linkages.
 - c. Sensing devices.
 - d. Motor and fan shafts.
 - 2. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

1.3 SUBMITTALS

- A. Product Data: For each paint system specified. Include block fillers and primers.
 - 1. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
- B. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for each type of finish-coat material indicated.

SECTION 099000 – PAINTING

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of **45 deg F**. Maintain containers used in storage in a clean condition, free of foreign materials and residue.

1.6 PROJECT CONDITIONS

- A. Apply paints only when the temperature of surfaces to be painted and surrounding air temperatures are between **50 and 90 deg F**.
- B. Do not apply paint in rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than **5 deg F** above the dew point; or to damp or wet surfaces.
 - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers Names: The following manufacturers are referred to in the paint schedules by use of shortened versions of their names, which are shown in parentheses:
 - 1. Glidden Co. (The) (Glidden).
 - 2. Sherwin-Williams Co. (S-W).

2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Colors: Match colors indicated by reference to manufacturer's color designations.
 - 1. Condenser Water: To be coordinated with Owner.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
 - 1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.

3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.
 - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
 - 1. Provide barrier coats over incompatible primers or remove and reprime.
 - 2. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with the Steel Structures Painting Council's (SSPC) recommendations.
 - a. Blast steel surfaces clean as recommended by paint system manufacturer and according to requirements of SSPC-SP 10.
 - b. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
 - c. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with the same primer as the shop coat.
 - 3. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- D. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.

SECTION 099000 – PAINTING

1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
3. Use only thinners approved by paint manufacturer and only within recommended limits.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors, surface treatments, and finishes are indicated in the schedules.
 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 3. Provide finish coats that are compatible with primers used.
 4. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 5. Sand lightly between each succeeding enamel or varnish coat.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
 2. Omit primer on metal surfaces that have been shop primed and touchup painted.
 3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- E. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and in occupied spaces.
- F. Mechanical items to be painted include, but are not limited to, the following:

SECTION 099000 – PAINTING

1. Piping, pipe hangers, accessories and supports.
 2. Exposed ductwork, plenums, accessories and supports.
- G. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.
- H. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.
- I. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.

3.5 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.

3.6 PAINT SCHEDULE

- A. Ferrous Metal: Semi-Gloss, Alkyd-Enamel Finish: 2 finish coats over an enamel undercoat and primer.
1. Primer: Quick-drying, rust-inhibitive, alkyd-based or epoxy-metal primer, as recommended by the manufacturer for this substrate, applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.5 mils. S-W: Kem Kromik Universal Metal Primer B50NZ6/B50WZ1.
 2. Undercoat: As recommended by the manufacturer for this substrate, applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils. S-W: High-Solids Poly-Urethane Semi-Gloss B65 350 Series, with Hardner: B60V30.
 3. Finish Coat: Same as undercoat. Semi-gloss, applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than **1.2 mils**

END OF SECTION 099000

SECTION 230513 - COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

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 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.

1.3 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 requirements in this Section except when stricter requirements are specified in HVAC equipment schedules or Sections.
- B. Comply with NEMA MG 1 unless otherwise indicated.
- C. Comply with IEEE 841 for severe-duty motors.

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.

SECTION 230513 - COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

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. Unless otherwise noted, windings shall be:
 - 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. Multispeed Motors: Separate winding for each speed.
- F. Rotor: Random-wound, squirrel cage.
- G. Bearings: Regreasable, shielded, antifriction ball bearings suitable for radial and thrust loading.
- H. Temperature Rise: Match insulation rating.
- I. Insulation: Class F.
- J. 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.
- K. 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.
- C. Severe-Duty Motors: Comply with IEEE 841, with 1.15 minimum service factor.

SECTION 230513 - COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

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 230513

SECTION 230517 - SLEEVES AND SLEEVE SEALS FOR HVAC PIPING

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. Sleeves.
 - 2. Stack-sleeve fittings.
 - 3. Sleeve-seal systems.
 - 4. Sleeve-seal fittings.
 - 5. Grout.

1.3 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. Galvanized-Steel-Sheet Sleeves: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.

2.2 STACK-SLEEVE FITTINGS

- A. Manufacturers:
 - 1. Smith, Jay R. Mfg. Co.
 - 2. Zurn Specification Drainage Operation; Zurn Plumbing Products Group.

SECTION 230517 - SLEEVES AND SLEEVE SEALS FOR HVAC PIPING

- B. Description: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring, bolts, and nuts for membrane flashing.
 - 1. Underdeck Clamp: Clamping ring with setscrews.

2.3 SLEEVE-SEAL SYSTEMS

- A. Manufacturers:
 - 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: Carbon steel.
 - 3. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, of length required to secure pressure plates to sealing elements.

2.4 SLEEVE-SEAL FITTINGS

- A. Manufacturers:
 - 1. Presealed Systems.
- B. Description: Manufactured plastic, sleeve-type, waterstop assembly made for imbedding in concrete slab or wall. Unit has plastic or rubber waterstop collar with center opening to match piping OD.

2.5 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.

SECTION 230517 - SLEEVES AND SLEEVE SEALS FOR HVAC PIPING

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.
- 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 STACK-SLEEVE-FITTING INSTALLATION

- A. Install stack-sleeve fittings in new slabs as slabs are constructed.
 - 1. Install fittings that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation.
 - 2. Secure flashing between clamping flanges for pipes penetrating floors with membrane waterproofing. Comply with requirements for flashing specified in Section 076200 "Sheet Metal Flashing and Trim."
 - 3. Install section of cast-iron soil pipe to extend sleeve to 2 inches above finished floor level.
 - 4. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.
 - 5. Using grout, seal the space around outside of stack-sleeve fittings.

SECTION 230517 - SLEEVES AND SLEEVE SEALS FOR HVAC PIPING

- B. Fire-Barrier Penetrations: Maintain indicated fire rating of floors at pipe penetrations. Seal pipe penetrations with firestop materials. Comply with requirements for firestopping specified in Section 078413 "Penetration Firestopping."

3.3 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.

3.4 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.

3.5 SLEEVE AND SLEEVE-SEAL SCHEDULE

- A. Use sleeves and sleeve seals for the following piping-penetration applications:
 1. Exterior Concrete Walls above Grade: Cast-iron wall sleeves.
 2. Exterior Concrete Walls below Grade: Cast-iron wall sleeves with sleeve-seal system. 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: Cast-iron wall sleeves with sleeve-seal system. 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: Galvanized-steel-pipe sleeves.
 5. Interior Partitions: Galvanized-steel-pipe sleeves.

END OF SECTION 230517

SECTION 230518 - ESCUTCHEONS FOR HVAC PIPING

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. Escutcheons.
 - 2. Floor plates.

1.3 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 and rough-brass 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.
- D. Split-Casting Brass Type: With polished, chrome-plated and rough-brass finish and with concealed hinge and setscrew.

2.2 FLOOR PLATES

- A. One-Piece Floor Plates: Cast-iron flange with holes for fasteners.
- B. Split-Casting Floor Plates: Cast brass with concealed hinge.

SECTION 230518 - ESCUTCHEONS FOR HVAC PIPING

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. Insulated Piping: One-piece, stamped-steel type.
 - c. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished, chrome-plated finish.
 - d. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, cast-brass or split-casting brass type with polished, chrome-plated finish.
 - e. Bare Piping in Unfinished Service Spaces: One-piece, cast-brass type with rough-brass finish.
 - f. Bare Piping in Equipment Rooms: One-piece, cast-brass type with rough-brass finish.
 - 2. Escutcheons for Existing Piping:
 - a. Insulated Piping: Split-plate, stamped-steel type with concealed hinge.
 - b. Bare Piping at Wall and Floor Penetrations in Finished Spaces: Split-casting brass type with polished, chrome-plated finish.
 - c. Bare Piping at Wall and Floor Penetrations in Finished Spaces: Split-plate, stamped-steel type with concealed hinge.
 - d. Bare Piping at Ceiling Penetrations in Finished Spaces: Split-casting brass type with polished, chrome-plated finish.
 - e. Bare Piping at Ceiling Penetrations in Finished Spaces: Split-plate, stamped-steel type with concealed hinge.
 - f. Bare Piping in Unfinished Service Spaces: Split-casting brass type with rough-brass finish.
 - g. Bare Piping in Equipment Rooms: Split-casting brass type with rough-brass finish.
- 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.
 - 2. Existing Piping: Split-casting, floor-plate type.

3.2 FIELD QUALITY CONTROL

- A. Replace broken and damaged escutcheons and floor plates using new materials.

END OF SECTION 230518

SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

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. Metal pipe hangers and supports.
2. Trapeze pipe hangers.
3. Metal framing systems.
4. Thermal-hanger shield inserts.
5. Fastener systems.
6. Pipe stands.
7. Equipment supports.

B. Related Sections:

1. Section 055000 "Metal Fabrications" for structural-steel shapes and plates for trapeze hangers for pipe and equipment supports.
2. Section 230516 "Expansion Fittings and Loops for HVAC Piping" for pipe guides and anchors.
3. Section 230548.13 "Vibration Controls for HVAC" for vibration isolation devices.
4. Section 233113 "Metal Ducts" and Section 233116 "Nonmetal Ducts" for duct hangers and supports.

1.3 DEFINITIONS

- A. MSS: Manufacturers Standardization Society of The Valve and Fittings Industry Inc.

1.4 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, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.

SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

1.5 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. Metal framing systems.
 3. Pipe stands.
 4. 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. Detail fabrication and assembly of trapeze hangers.
 2. Design Calculations: Calculate requirements for designing trapeze hangers.

1.6 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

1.7 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.

SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

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 METAL FRAMING SYSTEMS

- A. MFMA Manufacturer Metal Framing Systems:
 - 1. Manufacturers:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.
 - c. Flex-Strut Inc.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut Corporation; Tyco International, Ltd.
 - g. Wesanco, Inc.
 - 2. Description: Shop- or field-fabricated pipe-support assembly for supporting multiple parallel pipes.
 - 3. Standard: MFMA-4.
 - 4. Channels: Continuous slotted steel channel with inturred lips.
 - 5. Channel Nuts: Formed or stamped steel nuts or other devices designed to fit into channel slot and, when tightened, prevent slipping along channel.
 - 6. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel.
 - 7. Metallic Coating: Hot-dipped galvanized.
 - 8. Paint Coating: Epoxy.

2.4 THERMAL-HANGER SHIELD INSERTS

- A. Manufacturers:
 - 1. Carpenter & Paterson, Inc.
 - 2. ERICO/Michigan Hanger Co.
 - 3. PHS Industries, Inc.
 - 4. Pipe Shields, Inc.
 - 5. Rilco Manufacturing Company, Inc.
 - 6. Value Engineered Products, Inc.
- B. Insulation-Insert Material for Piping: ASTM C 552, Type II cellular glass with 100-psig minimum compressive strength and vapor barrier.
- 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.

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2.5 FASTENER SYSTEMS

- A. 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.

2.6 PIPE STANDS

- A. General Requirements for Pipe Stands: Shop- or field-fabricated assemblies made of manufactured corrosion-resistant components to support roof-mounted piping.
- B. Compact Pipe Stand: One-piece plastic unit with integral-rod roller, pipe clamps, or V-shaped cradle to support pipe, for roof installation without membrane penetration.
- C. Low-Type, Single-Pipe Stand: One-piece stainless-steel base unit with plastic roller, for roof installation without membrane penetration.
- D. High-Type, Single-Pipe Stand:
 - 1. Description: Assembly of base, vertical and horizontal members, and pipe support, for roof installation without membrane penetration.
 - 2. Base: Plastic.
 - 3. Vertical Members: Two or more cadmium-plated-steel or stainless-steel, continuous-thread rods.
 - 4. Horizontal Member: Cadmium-plated-steel or stainless-steel rod with plastic or stainless-steel, roller-type pipe support.
- E. High-Type, Multiple-Pipe Stand:
 - 1. Description: Assembly of bases, vertical and horizontal members, and pipe supports, for roof installation without membrane penetration.
 - 2. Bases: One or more; plastic.
 - 3. Vertical Members: Two or more protective-coated-steel channels.
 - 4. Horizontal Member: Protective-coated-steel channel.
 - 5. Pipe Supports: Galvanized-steel, clevis-type pipe hangers.
- F. Curb-Mounted-Type Pipe Stands: Shop- or field-fabricated pipe supports made from structural-steel shapes, continuous-thread rods, and rollers, for mounting on permanent stationary roof curb.

2.7 EQUIPMENT SUPPORTS

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

2.8 MISCELLANEOUS MATERIALS

- A. Structural Steel: ASTM A 36/A 36M, carbon-steel plates, shapes, and bars; black and galvanized.

SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

- 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. Metal Framing System Installation: Arrange for grouping of parallel runs of piping, and support together on field-assembled metal framing systems.
- D. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.
- E. Fastener System Installation:
 - 1. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.
- F. Pipe Stand Installation:
 - 1. Pipe Stand Types except Curb-Mounted Type: Assemble components and mount on smooth roof surface. Do not penetrate roof membrane.
 - 2. Curb-Mounted-Type Pipe Stands: Assemble components or fabricate pipe stand and mount on permanent, stationary roof curb. See Section 077200 "Roof Accessories" for curbs.
- G. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.
- H. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- I. 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.

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- J. Install lateral bracing with pipe hangers and supports to prevent swaying.
- K. 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.
- L. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- M. 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.
- N. 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.

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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 Division 09 Sections.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

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 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 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. 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.
 - 3. 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.
 - 4. Adjustable Roller Hangers (MSS Type 43): For suspension of pipes NPS 2-1/2 to NPS 24, from single rod if horizontal movement caused by expansion and contraction might occur.
 - 5. 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.
 - 6. Pipe Roll and Plate Units (MSS Type 45): For support of pipes NPS 2 to NPS 24 if small horizontal movement caused by expansion and contraction might occur and vertical adjustment is not necessary.
 - 7. Adjustable Pipe Roll and Base Units (MSS Type 46): For support of pipes NPS 2 to NPS 30 if vertical and lateral adjustment during installation might be required in addition to expansion and contraction.
- K. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

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.
 3. Swivel Turnbuckles (MSS Type 15): For use with MSS Type 11, split pipe rings.
 4. Malleable-Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.
 5. Steel Weldless Eye Nuts (MSS Type 17): 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. Top-Beam Clamps (MSS Type 25): For top of beams if hanger rod is required tangent to flange edge.
 8. Side-Beam Clamps (MSS Type 27): For bottom of steel I-beams.
 9. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
 10. Linked-Steel Clamps with Eye Nuts (MSS Type 29): For attaching to bottom of steel I-beams for heavy loads, with link extensions.
 11. Malleable-Beam Clamps with Extension Pieces (MSS Type 30): For attaching to structural steel.
 12. 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.
 13. Horizontal Travelers (MSS Type 58): For supporting piping systems subject to linear horizontal movement where headroom is limited.
- 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.

SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

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. Comply with MSS SP-69 for trapeze pipe-hanger selections and applications that are not specified in piping system Sections.
- P. Comply with MFMA-103 for metal framing system 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 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. Elastomeric isolation pads.
2. Elastomeric isolation mounts.
3. Restrained elastomeric isolation mounts.
4. Housed-restrained-spring isolators.
5. Elastomeric hangers.
6. Spring hangers.
7. Vibration isolation equipment bases.

B. Related Requirements:

1. Section 210548.13 "Vibration Controls for Fire Suppression" for devices for fire-suppression equipment and systems.
2. Section 220548.13 "Vibration Controls for Plumbing" for devices for plumbing equipment and systems.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.
2. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of vibration isolation device type required.

B. Shop Drawings:

1. Detail fabrication and assembly of equipment bases. Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.
2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.

C. Delegated-Design Submittal: For each vibration isolation device.

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1. Include design calculations for selecting vibration isolators and for designing vibration isolation bases.

D. Wind-Restraint Details:

1. Basic Wind Speed: Refer to Arch.
2. Building Classification Category: Refer to Arch.
3. Code recommended wind pressure multiplied by the maximum area of the HVAC component projected on a vertical plane that is normal to the wind direction, and 45 degrees either side of normal.
4. Design Analysis: To support selection and arrangement of **wind** restraints. Include calculations of combined tensile and shear loads.
- 5.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Show coordination of vibration isolation device installation for HVAC piping and equipment with other systems and equipment in the vicinity, including other supports and restraints, if any.
- B. Qualification Data: For testing agency.
- C. Welding certificates.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Provide operation and maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

PART 2 - PRODUCTS

2.1 VIBRATION ISOLATORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Ace Mountings Co., Inc.
 2. Amber/Booth Company, Inc.
 3. California Dynamics Corporation.
 4. Isolation Technology, Inc.
 5. Kinetics Noise Control.
 6. Mason Industries.
 7. Vibration Eliminator Co., Inc.

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8. Vibration Isolation.
 9. Vibration Mountings & Controls, Inc.
- B. Elastomeric Isolation Pads:
1. Fabrication: Single or multiple layers of sufficient durometer stiffness for uniform loading over pad area.
 2. Size: Factory or field cut to match requirements of supported equipment.
 3. Pad Material: Oil and water resistant with elastomeric properties.
 4. Surface Pattern: Ribbed or Waffle pattern.
 5. Infused nonwoven cotton or synthetic fibers.
 6. Load-bearing metal plates adhered to pads.
 7. Sandwich-Core Material: Resilient and elastomeric.
 - a. Surface Pattern: Ribbed or Waffle pattern.
 - b. Infused nonwoven cotton or synthetic fibers.
- C. Double-Deflection, Elastomeric Isolation Mounts:
1. Mounting Plates:
 - a. Top Plate: Encapsulated steel load transfer top plates, factory drilled and threaded.
 - b. Baseplate: Encapsulated steel bottom plates with holes provided for anchoring to support structure.
 2. Elastomeric Material: Molded, oil-resistant rubber, neoprene, or other elastomeric material.
- D. Restrained Elastomeric Isolation Mounts
1. Description: All-directional isolator with restraints containing two separate and opposing elastomeric elements that prevent central threaded element and attachment hardware from contacting the housing during normal operation.
 - a. Housing: Cast-ductile iron or welded steel.
 - b. Elastomeric Material: Molded, oil-resistant rubber, neoprene, or other elastomeric material.
- E. Freestanding, Laterally Stable, Open-Spring Isolators:
1. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
 2. Minimum Additional Travel: 50 percent of the required deflection at rated load.
 3. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 4. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
 5. 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.
 6. Top Plate and Adjustment Bolt: Threaded top plate with adjustment bolt and cap screw to fasten and level equipment.
- F. Freestanding, Laterally Stable, Open-Spring Isolators with Vertical-Limit Stop Restraint:
1. Housing: Steel housing with vertical-limit stops to prevent spring extension due to weight being removed.

SECTION 230548.13 - VIBRATION CONTROLS FOR HVAC

- a. Base with holes for bolting to structure with an elastomeric isolator pad attached to the underside. Bases shall limit floor load to 500 psig.
 - b. Top plate with threaded mounting holes elastomeric pad.
 - c. Internal leveling bolt that acts as blocking during installation.
2. Restraint: Limit stop as required for equipment and authorities having jurisdiction.
 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.
- G. Elastomeric Mount in a Steel Frame with Upper and Lower Steel Hanger Rods:
1. Frame: Steel, fabricated with a connection for an upper threaded hanger rod and an opening on the underside to allow for a maximum of 30 degrees of angular lower hanger-rod misalignment without binding or reducing isolation efficiency.
 2. Dampening Element: Molded, oil-resistant rubber, neoprene, or other elastomeric material with a projecting bushing for the underside opening preventing steel to steel contact.
- H. Combination Coil-Spring and Elastomeric-Insert Hanger with Spring and Insert in Compression:
1. 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.
 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. Elastomeric Element: Molded, oil-resistant rubber or neoprene. Steel-washer-reinforced cup to support spring and bushing projecting through bottom of frame.
 7. Adjustable Vertical Stop: Steel washer with neoprene washer "up-stop" on lower threaded rod.
 8. Self-centering hanger rod cap to ensure concentricity between hanger rod and support spring coil.
- I. Steel Rails: Factory-fabricated, welded, structural-steel rails.
1. Design Requirements: Lowest possible mounting height with not less than 1-inch clearance above the floor. Include equipment anchor bolts and auxiliary motor slide rails.
 - a. Include supports for suction and discharge elbows for pumps.
 2. Structural Steel: Steel shapes, plates, and bars complying with ASTM A 36/A 36M. Rails shall have shape to accommodate supported equipment.
 3. Support Brackets: Factory-welded steel brackets on frame for outrigger isolation mountings and to provide for anchor bolts and equipment support.

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- J. Steel Bases: Factory-fabricated, welded, structural-steel bases and rails.
 - 1. Design Requirements: Lowest possible mounting height with not less than 1-inch clearance above the floor. Include equipment anchor bolts and auxiliary motor slide bases or rails.
 - a. Include supports for suction and discharge elbows for pumps.
 - 2. Structural Steel: Steel shapes, plates, and bars complying with ASTM A 36/A 36M. Bases shall have shape to accommodate supported equipment.
 - 3. Support Brackets: Factory-welded steel brackets on frame for outrigger isolation mountings and to provide for anchor bolts and equipment support.

2.2 VIBRATION ISOLATION EQUIPMENT BASES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Amber/Booth Company, Inc.
 - 2. California Dynamics Corporation.
 - 3. Isolation Technology, Inc.
 - 4. Kinetics Noise Control.
 - 5. Mason Industries.
 - 6. Vibration Eliminator Co., Inc.
 - 7. Vibration Isolation.
 - 8. Vibration Mountings & Controls, Inc.
- B. Inertia Base: Factory-fabricated, welded, structural-steel bases and rails ready for placement of cast-in-place concrete.
 - 1. Design Requirements: Lowest possible mounting height with not less than 1-inch clearance above the floor. Include equipment anchor bolts and auxiliary motor slide bases or rails.
 - a. Include supports for suction and discharge elbows for pumps.
 - 2. Structural Steel: Steel shapes, plates, and bars complying with ASTM A 36/A 36M. Bases shall have shape to accommodate supported equipment.
 - 3. Support Brackets: Factory-welded steel brackets on frame for outrigger isolation mountings and to provide for anchor bolts and equipment support.
 - 4. Fabrication: Fabricate steel templates to hold equipment anchor-bolt sleeves and anchors in place during placement of concrete. Obtain anchor-bolt templates from supported equipment manufacturer.

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PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and equipment to receive vibration isolation control devices for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in of reinforcement and cast-in-place anchors to verify actual locations before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

- A. Multiple Pipe Supports: Secure pipes to trapeze member with clamps approved for application by an agency acceptable to authorities having jurisdiction.

3.3 VIBRATION ISOLATION EQUIPMENT BASES 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 Division 03 Sections.

3.4 VIBRATION-CONTROL AND WIND-RESTRAINT DEVICE INSTALLATION

- A. Comply with requirements in Division 07 Section "Roof Accessories" for installation of roof curbs, equipment supports, and roof penetrations.
- B. Install cables so they do not bend across edges of adjacent equipment or building structure.
- C. Install bushing assemblies for anchor bolts for floor-mounted equipment, arranged to provide resilient media between anchor bolt and mounting hole in concrete base.
- D. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.
- E. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
- F. Drilled-in Anchors:
 - 1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
 - 2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.

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3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
5. Set anchors to manufacturer's recommended torque, using a torque wrench.
6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

3.5 ADJUSTING

- A. Adjust isolators after piping system is at operating weight.
- B. Adjust active height of spring isolators.

END OF SECTION 230548.13

SECTION 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

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. Equipment labels.
 - 2. Warning signs and labels.
 - 3. Pipe labels.
 - 4. Duct labels.
 - 5. Stencils.
 - 6. Warning tags.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For color, letter style, and graphic representation required for each identification material and device.
- C. Equipment Label Schedule: Include a listing of all equipment to be labeled with the proposed content for each label.

1.4 COORDINATION

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Coordinate installation of identifying devices with locations of access panels and doors.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

- A. 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.

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2. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
 3. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
 4. 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-quarters the size of principal lettering.
 5. Fasteners: Stainless-steel rivets or self-tapping screws.
 6. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- B. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), and the Specification Section number and title where equipment is specified.
- C. 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) and 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. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
- C. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
- D. 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-quarters the size of principal lettering.
- E. Fasteners: Stainless-steel rivets or self-tapping screws.
- F. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- G. 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 according to ASME A13.1.
- B. Pretensioned Pipe Labels: Precoiled, semirigid plastic formed to cover full circumference of pipe and to attach to pipe without fasteners or adhesive.

SECTION 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

- 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; also include 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 inch for viewing distances up to 72 inches and proportionately larger lettering for greater viewing distances.

2.4 DUCT LABELS

- A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/8 inch thick, and having predrilled holes for attachment hardware.
- B. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
- C. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
- D. 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-quarters the size of principal lettering.
- E. Fasteners: Stainless-steel rivets or self-tapping screws.
- F. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- G. Duct Label Contents: Include identification of duct service using same designations or abbreviations as used on Drawings; also include duct size and an arrow indicating flow direction.
 - 1. Flow-Direction Arrows: Integral with duct system service lettering to accommodate both directions or as separate unit on each duct label to indicate flow direction.
 - 2. Lettering Size: At least 1-1/2 inches high.

2.5 WARNING TAGS

- A. Description: Preprinted or partially preprinted accident-prevention tags of plasticized card stock with matte finish suitable for writing.
 - 1. Size: 3 by 5-1/4 inches minimum.
 - 2. Fasteners: Brass grommet and wire.
 - 3. Nomenclature: Large-size primary caption such as "DANGER," "CAUTION," or "DO NOT OPERATE."
 - 4. Color: Safety-yellow background with black lettering.

SECTION 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

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 INSTALLATION REQUIREMENTS

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Coordinate installation of identifying devices with locations of access panels and doors.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.

3.3 EQUIPMENT LABEL INSTALLATION

- A. Install or permanently fasten labels on each major item of mechanical equipment.
- B. Locate equipment labels where accessible and visible.

3.4 PIPE LABEL INSTALLATION

- A. Piping Color Coding: Painting of piping is specified in Division 09 Sections.
- B. Stenciled Pipe Label Option: Stenciled labels may be provided instead of manufactured pipe labels, at Installer's option. Install stenciled pipe labels, complying with ASME A13.1, with painted, color-coded bands or rectangles on each piping system.
 - 1. Identification Paint: Use for contrasting background.
 - 2. Stencil Paint: Use for pipe marking.
- C. Pipe Label Locations: 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 and on both sides of 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.

SECTION 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

7. On piping above removable acoustical ceilings. Omit intermediately spaced labels.
- D. Directional Flow Arrows: Arrows shall be used to indicate direction of flow in pipes, including pipes where flow is allowed in both directions.
- E. Pipe Label Color Schedule: Coordinate with Owner.

3.5 DUCT LABEL INSTALLATION

- A. Install self-adhesive duct labels with permanent adhesive on air ducts in the following color codes: Coordinate with Owner.
- B. Locate labels near points where ducts enter into and exit from concealed spaces and at maximum intervals of 50 feet in each space where ducts are exposed or concealed by removable ceiling system.

3.6 WARNING-TAG INSTALLATION

- A. Write required message on, and attach warning tags to, equipment and other items where required.

3.7 PAINTING

- A. Clarification: In exposed areas (with no acoustic ceiling tiles), piping and piping insulation shall be painted. Although Division 9 may not specifically call for painting of MEP items, it states paint type and requirements for different materials. To extent possible coordinate painting with Division 9 and with Architect. Where adequate specifications are not available, use the following general guidelines:
 1. Ferrous Metal: Semi-Gloss, Alkyd-Enamel Finish: 2 finish coats over an enamel undercoat and primer.
 - a. Primer: Quick-drying, rust-inhibitive, alkyd-based or epoxy-metal primer, as recommended by the manufacturer for this substrate, applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.5 mils. S-W: Kem Kromik Universal Metal Primer B50NZ6/B50WZ1.
 - b. Undercoat: Alkyd, interior enamel undercoat or semi-gloss, interior, alkyd-enamel finish coat, as recommended by the manufacturer for this substrate, applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils. S-W: Pro-mar 200 Interior Alkyd Enamel B34W200 Series.
 - c. Finish Coat: Same as undercoat. Semi-gloss, alkyd, interior enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils.
 2. ASJ Jacket: Semi-Gloss, Acrylic-Enamel Finish: 2 finish coats.
 - a. Undercoat: Semi-gloss acrylic latex enamel applied at spreading rate recommended by manufacturer to achieve a dry film thickness of 2.0 mils. S-W: Pro-Mar Interior Latex Egg-Shell Enamel B20W200.

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- b. Finish Coat: Same as undercoat. Semi-gloss, acrylic latex enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils

B. Final colors shall be coordinated with Owner and Architect during construction.

END OF SECTION 230553

SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Balancing Air Systems:
 - a. Constant-volume air systems.
 - b. Variable-air-volume systems.
- 2. Testing, Adjusting, and Balancing Equipment:
 - a. Motors.
 - b. Condensing units.
 - c. Heat-transfer coils.
- 3. Testing, adjusting, and balancing existing systems and equipment.
- 4. Duct leakage tests.
- 5. Control system verification.
- 6. Other tests as specified.

1.3 DEFINITIONS

- A. AABC: Associated Air Balance Council.
- B. BAS: Building automation systems.
- C. TAB: Testing, adjusting, and balancing.
- D. TABB: Testing, Adjusting, and Balancing Bureau.
- E. TAB Specialist: An independent entity meeting qualifications to perform TAB work.

1.4 PREINSTALLATION MEETINGS

- A. **TAB representative(s) must attend a preinstallation meeting to develop a mutual understanding of the details and discuss TAB requirements, procedures, and communications.**

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1. This meeting may be included as part of the pre-construction meeting or a regular construction meeting early-on in the project, with General Contractor and Owner's representatives / AE team.
2. TAB firm must have developed strategies and procedures plan prior to meeting.
3. Minimum Agenda Items:
 - a. Discussion of all aspects of scope of work, including specific measurements to be taken on which systems, report submission and quality requirements, coordination and communications.
 - b. The Contract Documents examination report.
 - c. The TAB plan.
 - d. Coordination and cooperation of trades and subcontractors.
 - e. Proposed procedures for documentation and communication flow.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: Within 30 days of Contractor's Notice to Proceed, submit documentation that the TAB specialist and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- B. Contract Documents Examination Report: Within 60 days of Contractor's Notice to Proceed, submit the Contract Documents review report as specified in Part 3.
- C. Strategies and Procedures Plan: Within 60 days of Contractor's Notice to Proceed, submit TAB strategies and step-by-step procedures as specified in "Preparation" Article.
- D. System Readiness Checklists: Within 7 days of Contractor's Notice, submit system readiness checklists as specified in "Preparation" Article.
- E. Examination Report: Submit a summary report of the examination review required in "Examination" Article.
- F. Certified TAB reports.
- G. Sample report forms.
- H. Instrument calibration reports, to include the following:
 1. Instrument type and make.
 2. Serial number.
 3. Application.
 4. Dates of use.
 5. Dates of calibration.

1.6 QUALITY ASSURANCE

- A. TAB Specialists Qualifications: Certified by AABC.
 1. TAB Field Supervisor: Employee of the TAB specialist and certified by AABC.

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

1.7 FIELD CONDITIONS

- A. Full Owner Occupancy: Owner will occupy the site and existing building during entire TAB period. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

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

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performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed conditions.

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

3.2 PREPARATION

- A. Prepare a TAB plan that includes the following:
 - 1. Equipment and systems to be tested.
 - 2. Strategies and step-by-step procedures for balancing the systems.
 - 3. Instrumentation to be used.
 - 4. Sample forms with specific identification for all equipment.
- B. Perform system-readiness checks of HVAC systems and equipment to verify system readiness for TAB work. Include, at a minimum, the following:
 - 1. Airside:
 - a. Verify that leakage and pressure tests on air distribution systems have been satisfactorily completed.
 - b. Duct systems are complete with terminals installed.
 - c. Volume, smoke, and fire dampers are open and functional.
 - d. Clean filters are installed.
 - e. Fans are operating, free of vibration, and rotating in correct direction.
 - f. Variable-frequency controllers' startup is complete and safeties are verified.

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- g. Automatic temperature-control systems are operational.
- h. Ceilings are installed.
- i. Windows and doors are installed.
- j. Suitable access to balancing devices and equipment is provided.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

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

3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Cross-check the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems' "as-built" duct layouts.
- C. For variable-air-volume systems, develop a plan to simulate diversity.
- D. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.
- E. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.
- F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- G. Verify that motor starters are equipped with properly sized thermal protection.
- H. Check dampers for proper position to achieve desired airflow path.
- I. Check for airflow blockages.

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- J. Check condensate drains for proper connections and functioning.
- K. Check for proper sealing of air-handling-unit components.
- L. Verify that air duct system is sealed as specified in Section 233113 "Metal Ducts."

3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

- A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.
 - 1. Measure total airflow.
 - a. Set outside-air, return-air, and relief-air dampers for proper position that simulates minimum outdoor-air conditions.
 - b. Where duct conditions allow, measure airflow by Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses to obtain total airflow.
 - c. Where duct conditions are not suitable for Pitot-tube traverse measurements, a coil traverse may be acceptable.
 - d. If a reliable Pitot-tube traverse or coil traverse is not possible, measure airflow at terminals and calculate the total airflow.
 - 2. Measure fan static pressures as follows:
 - a. Measure static pressure directly at the fan outlet or through the flexible connection.
 - b. Measure static pressure directly at the fan inlet or through the flexible connection.
 - c. Measure static pressure across each component that makes up the air-handling system.
 - d. Report artificial loading of filters at the time static pressures are measured.
 - 3. Review Record Documents to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.
 - 4. Obtain approval from Architect for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in HVAC Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.
 - 5. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload occurs. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.
- B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows.
 - 1. Measure airflow of submain and branch ducts.
 - 2. Adjust submain and branch duct volume dampers for specified airflow.
 - 3. Re-measure each submain and branch duct after all have been adjusted.

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- C. Adjust air inlets and outlets for each space to indicated airflows.
 - 1. Set airflow patterns of adjustable outlets for proper distribution without drafts.
 - 2. Measure inlets and outlets airflow.
 - 3. Adjust each inlet and outlet for specified airflow.
 - 4. Re-measure each inlet and outlet after they have been adjusted.

- D. Verify final system conditions.
 - 1. Re-measure and confirm that minimum outdoor, return, and relief airflows are within design. Readjust to design if necessary.
 - 2. Re-measure and confirm that total airflow is within design.
 - 3. Re-measure all final fan operating data, rpms, volts, amps, and static profile.
 - 4. Mark all final settings.
 - 5. Test system in economizer mode. Verify proper operation and adjust if necessary.
 - 6. Measure and record all operating data.
 - 7. Record final fan-performance data.

3.6 PROCEDURES FOR VARIABLE-AIR-VOLUME SYSTEMS

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

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

3.7 PROCEDURES FOR MOTORS

- A. Motors 1/2 HP and Larger: Test at final balanced conditions and record the following data:

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1. Manufacturer's name, model number, and serial number.
2. Motor horsepower rating.
3. Motor rpm.
4. Phase and hertz.
5. Nameplate and measured voltage, each phase.
6. Nameplate and measured amperage, each phase.
7. Starter size and thermal-protection-element rating.
8. Service factor and frame size.

- B. Motors Driven by Variable-Frequency Controllers: Test manual bypass of controller to prove proper operation.

3.8 PROCEDURES FOR CONDENSING UNITS

- A. Record the following data:

1. Manufacturer's name, model number, and serial number.
2. Motor horsepower rating.
3. Phase and hertz.
4. Nameplate and measured voltage, each phase.
5. Nameplate and measured amperage, each phase.

- B. Verify proper rotation of fans.

3.9 PROCEDURES FOR REFRIGERANT 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.
 - a. Units 6 tons and less: Overall readings (upstream of filters, fan suction, fan discharge) are to be taken for all units. A full test of air pressure drops across every single component of the system (i.e. filters, coils) need be taken only for a representative sample of units as follows:

| Qty of units <u>Installed</u> | Full <u>Testing</u> |
|----------------------------------|------------------------|
| 1-10 | 1 |
| 10-20 | 2 |
| 20-30 | 3 |
| 31+ | 4 |

- b. Units larger than 6 tons: Readings across **all system components** are to be taken for all units larger than 6 tons.

- B. Where a unit has multiple coils (e.g. main cooling coil and a reheat coil), take and record data for each coil under conditions as close as possible to intended design operation (e.g., with

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cooling coil producing control-system sub-cooling setpoint, reheat coil producing control-system supply temperature setpoint).

- C. Where a unit is provided with pre-treated outside air from another dedicated outside air pre-treatment HVAC unit (DOAS), test such units under the following multiple conditions:
1. Unit cooling and heating performance: Test with NO outside air being supplied.
 2. Unit air pressure drops performance: Test with NO outside air being supplied.
 3. Unit Outside Air intake:
 - a. Test OA intake for all units with supply fan at full speed (as determined by TAB) and DOAS producing TAB-determined static pressure.
 - b. Where unit supply fan operates at reduced speed according to compressor operation: test OA intake for three sample units with supply fan at low speed and DOAS producing TAB-determined static pressure.

3.10 PROCEDURES FOR HEAT-TRANSFER COILS

- A. Measure, adjust, and record the following data for each electric heating coil:
1. Nameplate data.
 2. Airflow.
 3. Entering- and leaving-air temperature at full load.
 4. Voltage and amperage input of each phase at full load.
 5. Calculated kilowatt at full load.
 6. Fuse or circuit-breaker rating for overload protection.

3.11 DUCT LEAKAGE TESTS

- A. Coordinate with mechanical subcontractor for duct leakage testing **when such testing is specified** (reference specifications section 233113).
- B. Verify that Installer's plan for testing meets specified requirements.
- C. Witness the duct pressure testing performed by Installer.
- D. Verify that proper test methods are used and that leakage rates are within specified tolerances.
- E. Provide a summary report to Engineer of duct leakage testing. Report test results, and any deficiencies observed. Include in report marked-up plans indicating which sections of duct were tested.

3.12 TOLERANCES

- A. Set HVAC system's airflow rates and water flow rates within the following tolerances:
1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent.
 2. Air Outlets and Inlets: Plus or minus 10 percent.

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- B. Maintaining pressure relationships as designed shall have priority over the tolerances specified above.

3.13 CONTROLS VERIFICATION

- A. Measure accuracy of all sensors (temperature, humidity, dewpoint, pressure, carbon dioxide (CO₂), etc.) associated with air conditioning systems and the Building Automation System (BAS).
- B. In conjunction with system balancing, perform the following:
 - 1. Temperature, pressure, CO₂, relative humidity (RH) sensors.
 - a. Obtain submittal information regarding manufacturer's claimed sensor accuracy.
 - b. **Verify that all sensors are reading within accuracy limits of manufacturer's claimed sensor accuracy, or accuracy required in specifications, whichever is the more stringent. This includes sensors supplied by controls company, those installed in spaces, in ductwork, in piping, and those which come integral to HVAC equipment manufacturer or supplied by HVAC equipment manufacturer.** Use measuring instrument, calibrated within past year, of higher accuracy than sensor being tested.
 - 1) Accuracy of temperature and RH sensors may be verified at one single reading, i.e. the temperature or RH of the room or substance at the time the sensor is being checked.
 - 2) Verify accuracy of pressure sensors at no flow condition (i.e. unit off), and when unit is operating.
 - 3) Verify two-point accuracy of CO₂ sensors: 1, at Low end, where room has been unoccupied for a long period of time; CO₂ should be near 400ppm; and 2, at High end, a time when room is or has been occupied such that CO₂ has risen to 700ppm or more. (This second measurement may need to take place after building is occupied, i.e. during the 90 day follow up visit. For rooms which are 'permanently' unoccupied, High end reading need not be taken.)
 - c. Verify sensors are installed and in locations appropriately for intended use; list observations regarding sensors installation which may impact satisfactory operation of HVAC systems. (For examples: verify that room temperature sensors are installed in a location appropriate for space (e.g., not on exterior wall, not exposed to sun, not above heat generating equipment, etc.); verify readings of unit return air sensors are not impacted by outside air intake.)
 - 2. Verify the operation of valves, dampers, and associated actuators.
 - a. Verify damper leakage is in accordance with submitted performance and does not prevent system operation in accordance with design intent.
 - b. Verify that leakage through valves is no greater than submitted leakage rate.
 - 3. Verify that controlled devices are properly installed and connected to correct controller.
 - 4. Verify that controlled devices travel freely and are in position indicated by controller: open, closed, or modulating.
- C. Perform sensor accuracy testing promptly after sensors are installed and communicating accurately with BAS.

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3.14 REPORT ON SENSOR ACCURACY

- A. Prepare a stand-alone report on sensor accuracy findings, as detailed in ‘CONTROLS VERIFICATION’ above. Submit to General Contractor, Mechanical Contractor, Architect, Engineer, and Commissioning Agent (CxA).
 - 1. Report must be delivered promptly after sensor testing is complete in order that BAS contractor and/or equipment suppliers may replace faulty sensors before commissioning functional testing begins.
- B. List every sensor tested, and indicate which room or equipment item it is associated with. List:
 - 1. Specified or submitted sensor accuracy, whichever is more stringent.
 - 2. Initial sensor reading re BAS or equipment controller.
 - 3. Sensor reading re TAB company’s calibrated instrument.
 - 4. Required Offset, if sensor is within specified/submitted accuracy.
 - a. Any sensors which require an “offset” by controller which is greater than required accuracy will be replaced by supplier.
- C. TAB may create table formatting to display required data. A sample proposed format provided below for several types of sensors.

Required Sensor Accuracy

Space temperature sensors: ± 0.75 deg F

Space RH sensors: $\pm 2\%$

Space CO2 sensors: ± 30 PPM + 3% of reading

etc....

CO2 Sensor Low-Side Readings

| Location | Sensor Reading | TAB Reading | Required Offset | Comment |
|--------------------|----------------|-------------|-----------------|---------|
| RTU-310 space | 340ppm | 407ppm | - | REPLACE |
| RTU-311 space | 388ppm | 410ppm | +22ppm | |
| RTU-Café E ret air | 290ppm | 425ppm | - | REPLACE |

Space Temperature Sensor Readings

| Location | Sensor Reading | TAB Reading | Required Offset | Comment |
|----------|----------------|-------------|-----------------|---------|
| Rm 123 | 73.4F | 73.6F | 0F | |
| Rm 124 | 73.0F | 74.3F | 1.3F | |

Return Air Temperature Sensor Readings

| Location | Sensor Reading | TAB Reading | Required Offset | Comment |
|----------|----------------|-------------|-----------------|---------|
| RTU-310 | 69.5F | 74.5F | - | REPLACE |
| RTU-311 | 70.5F | 71.5F | +1.0F | |

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3.15 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. Observe and record the following conditions for each HVAC system:
 - 1. The distance between the outside-air intake and the closest exhaust fan discharge, flue termination, or vent termination.
 - 2. Specified filters are installed. Check for leakage around filters.
 - 3. Cooling coil drain pans have a positive slope to drain.
 - 4. Cooling coil condensate drain trap maintains an air seal.
 - 5. Evidence of water damage.
 - 6. Insulation in contact with the supply, return, and outside air is dry and clean.

3.16 PROGRESS 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.
- B. Status Reports: Prepare 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.
- C. **Provide copy of reports to Contractor, Engineer, and Commissioning Agent.**

3.17 FINAL REPORT

- A. Format
 - 1. **Report must be submitted in digital electronic format, in a fully searchable .pdf file.** Reports which are non-searchable or which contain scans of paper copies will be returned un-reviewed.
 - 2. Bookmark report to indicate major sections and individual HVAC units.
- B. General Report Data: In addition to form titles and entries, include the following data in the final report, as applicable:
 - 1. Title page.
 - a. **Date the report is submitted must be on cover page.**
 - b. Project name.
 - c. Project location.
 - d. Name and address of General Contractor, Mechanical Contractor (if TAB is subcontractor to Mechanical), and TAB Contractor.

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- e. Name and contact information for TAB Contractor’s representative.
 - f. Architect’s and Engineer's name and address.
2. Table of Contents.
 3. Certifications.
 - a. Certificate of TAB certifying agency.
 - b. Work Guaranty.
 - c. Signature of TAB supervisor who certifies the report.
 4. Instrument Calibration Reports:
 - a. Instrument type and make.
 - b. Dates of use.
 - c. Dates of calibration.
 5. Summary of Deficiencies:
 - a. **Report must include a comprehensive summary page listing all equipment / systems which were not balanced to within specified range.**
 - b. For each instance where system or individual component of a system is not balanced to within specified range, provide a clear explanation of why it cannot be so balanced, and propose remedial steps.
 - c. Disclaimers, miscellaneous informational factoids, explanatory text concerning methodology, and other information not specifically relevant to actual deficiencies may be included towards the end of report, but are not to be included on the Summary Of Deficiencies page.
 6. Summary Of Critical Measurements and Setpoints:
 - a. **Provide a table which summarizes critical measurements and settings for all HVAC equipment 1HP and larger.** Sample tables provided below for pumps and air-side systems showing minimum required information:

| Unit Name | Design CFM | Measured CFM | Design ESP | Measured ESP | Tap or VFD Speed Setting | Req'd Static Stpt |
|-----------|------------|--------------|------------|--------------|--------------------------|-------------------|
| RTU-123 | 1,000 | 990 | 1.50" | 1.10" | 55% | NA |
| DOAS-1 | 2,500 | 2,475 | 1.00" | 0.40" | NA | 0.15" |

| Unit Name | Design GPM | Measured GPM | Design Head | Measured Head | Tap or Speed Setting | Req'd dP Stpt* |
|-----------|------------|--------------|-------------|---------------|----------------------|----------------|
| CHWP-1 | 250 | 270 | 65ft | 65ft | 55% | 15psi |
| HW-1 | 150 | 160 | 40ft | 42ft | 40% | 12psi |

- * Individual system/unit.
- a. Nameplate, design, and measured performance as described in this specification.
 - 1) The intent of TAB measurements is to prove unit performs in accordance with manufacturer’s specified and submitted data. Change setpoints as required to achieve this result. (For example in a dedicated outside air unit with hot gas reheat, set the cooling coil leaving air temperature setpoint and the unit leaving air temperature setpoint to achieve cooling coil design.) Clearly indicate in report the setpoints in effect when measurements were taken.
- b. Include fan and pump curves for units 1.5HP and larger.

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- c. For units with VFD speed control: Indicate required VFD speed and whether VFD was speed-limited in its controller settings.
- 8. Floor plans (as-built) showing HVAC unit locations, duct layouts, air terminal devices numbered to match measured data points.
 - a. Show location of air-side pressure sensors, differential or straight pressure, where such sensors are used in control
- 10. List of Abbreviations.
- 11. Checklist of DX HVAC unit inspections: **Sample checklists below.** Include comments as required to explain anomalies or deficiencies. (Engineer will provide sample file in Excel format upon request.)

Unit Inspection Checklist

| DX Units | RTU-1 | RTU-2 | RTU-2 |
|--|-------|-------|-------|
| Condensate drain pan is clean | | | |
| Condensate pan fully draining, no ponding in pan | | | |
| No excessive damper air leakage | | | |
| No air leakage @ cabinet, doors, duct connections | | | |
| Final air filters installed and clean | | | |
| Final filters of type/MERV rating specified | | | |
| Coil fins undamaged and/or combed straight | | | |
| Fan free of vibration, rotating in correct direction | | | |
| Unit interior cleaned and vacuumed | | | |
| Access doors open fully & freely | | | |

C. 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:

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- 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.
- D. Round, Flat-Oval, and Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:
1. Report Data:
 - a. System and air-handling-unit number.
 - b. Location and zone.
 - c. Traverse air temperature in deg F.
 - d. Duct static pressure in inches wg.
 - e. Duct size in inches.
 - f. Duct area in sq. ft..
 - g. Indicated airflow rate in cfm.
 - h. Indicated velocity in fpm.
 - i. Actual airflow rate in cfm.
 - j. Actual average velocity in fpm.
 - k. Barometric pressure in psig.
- ~~E. Air Terminal Device Reports:~~
- ~~1. Unit Data:~~
 - ~~a. System and air handling unit identification.~~
 - ~~b. Make, type and model number, size.~~
 - ~~c. Number from system diagram.~~
 - ~~d. Final k factor.~~
 - ~~2. Test Data (Indicated and Actual Values):~~
 - ~~a. Airflow rate in cfm.~~
 - ~~b. Air velocity in fpm.~~
 - ~~c. Preliminary airflow rate as needed in cfm.~~
 - ~~d. Preliminary velocity as needed in fpm.~~
 - ~~e. Final airflow rate in cfm.~~
 - ~~f. Final velocity in fpm.~~
 - ~~g. Space temperature in deg F.~~

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F. VFD-served equipment:

1. A pump or fan served by a VFD must be balanced for maximum energy efficiency by limiting maximum speed via the VFD (“Maximum Allowed Speed”). It is not acceptable to operate VFD at 60hz (or higher) and then balance system by throttling valves or dampers.
2. VFD Maximum Allowed Speed is to be determined such that design flow is met in the most critical (highest pressure drop) flow path with no throttling in that path. Other flow paths may then be balanced by throttling as needed with VFD at Maximum Allowed Speed.
3. VFD Maximum Allowed Speed shall be programmed at the VFD controller or AHU/RTU.

3.18 ADDITIONAL TESTS

- A. Within 90 days of completing TAB, re-visit site to perform additional TAB measurements to verify that balanced conditions are being maintained throughout and to correct unusual conditions.
 1. Consult with Engineer prior to site visit to develop a measurement plan, and determine which systems, units, or locations need particular attention.
 2. Submit report of findings and modifications made.
- 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.

3.19 SUMMARY OF SYSTEMS SCOPE WORK FOR TESTING AND BALANCING

- A. The following systems are to be included in scope of TAB work for this project:
 1. Air distribution systems (ducts, dampers, outlets, etc.)
 2. Packaged DOAS units, with electric heat.
 3. Split System DX units.
 4. Supply fans.

END OF SECTION 230593

SECTION 230713 - DUCT INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes insulating the following duct services:
 - 1. Indoor, concealed supply and outdoor air.
 - 2. Indoor, concealed return located in unconditioned space.
 - 3. Exterior, exposed supply air.
- B. Related Sections:
 - 1. Section 230719 "HVAC Piping Insulation."
 - 2. Section 233113 "Metal Ducts" for duct liners.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory- and field-applied if any).
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
 - 2. Detail insulation application at elbows, fittings, dampers, specialties and flanges for each type of insulation.
 - 3. Detail application of field-applied jackets.
 - 4. Detail application at linkages of control devices.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Field quality-control reports.

1.5 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.

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1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.7 COORDINATION

- A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."
- B. Coordinate clearance requirements with duct Installer for duct insulation application. Before preparing ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.
- C. Coordinate installation and testing of heat tracing.

1.8 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, and are limited to, the following:
 1. Mineral-Fiber Insulation:
 - a. CertainTeed Manson.
 - b. Knauf FiberGlass GmbH.
 - c. Owens-Corning Fiberglas Corp.
 - d. Schuller International, Inc.

2.2 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.

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- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type II for sheet materials.
- G. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
- H. Mineral-Fiber Board Thermal Insulation: Glass fibers bonded with a thermosetting resin. Comply with ASTM C 612, Type IB, without facing and with all-service jacket manufactured from kraft paper, reinforcing scrim, aluminum foil, and vinyl film.

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. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
 - 1. 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).
 - 2. 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. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 2. 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.

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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).

2.5 LAGGING ADHESIVES

- A. Description: Comply with MIL-A-3316C, Class I, Grade A and shall be compatible with insulation materials, jackets, and substrates.
 1. For indoor applications, use lagging adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 2. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over duct insulation.
 3. Service Temperature Range: 0 to plus 180 deg F.
 4. Color: White.

2.6 SEALANTS

- A. FSK and Metal Jacket Flashing Sealants:
 1. Materials shall be compatible with insulation materials, jackets, and substrates.
 2. Fire- and water-resistant, flexible, elastomeric sealant.
 3. Service Temperature Range: Minus 40 to plus 250 deg F.
 4. Color: Aluminum.
 5. 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).
 6. 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."

2.7 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. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.
- B. For exterior insulation: Alumaguard by Polyguard Products.

2.8 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.
- B. FSK Jacket: Aluminum-foil-face, fiberglass-reinforced scrim with kraft-paper backing.

2.9 TAPES

- A. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.

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1. Width:4 inches.
2. Thickness: 6.5 mils.
3. Adhesion: 90 ounces force/inch in width.
4. Elongation: 2 percent.
5. Tensile Strength: 40 lbf/inch in width.
6. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

2.10 SECUREMENTS

A. Bands:

1. Stainless Steel: ASTM A 167 or ASTM A 240/A 240M, Type 304 or Type 316; 0.015 inch thick, 3/4 inch wide.

B. Insulation Pins and Hangers:

1. Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.135-inch- diameter shank, length to suit depth of insulation indicated.
2. 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. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.

C. Staples: Outward-clinching insulation staples, nominal 3/4-inch-wide, stainless steel or Monel.

D. Wire: 0.062-inch soft-annealed, stainless steel.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.

1. Verify that systems to be insulated have been tested and are free of defects.
2. Verify that surfaces to be insulated are clean and dry.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

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3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of 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.

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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.

3.4 PENETRATIONS

- A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
 1. Seal penetrations with flashing sealant.
 2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
 4. Seal jacket to roof flashing with flashing sealant.
- B. 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.
- C. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- D. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches.
 1. Comply with requirements in Section 078413 "Penetration Firestopping" firestopping and fire-resistive joint sealers.
- E. Insulation Installation at Floor Penetrations:

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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."

3.5 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.

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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 Applications for Ducts and Plenums: Secure board insulation with adhesive and anchor pins and speed washers.
1. Apply adhesives according to manufacturer's recommended coverage rates per square foot, 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. Space anchor pins as follows:
 - a. On duct sides with dimensions 18 inches and smaller, 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 16 inches o.c. each way, and 3 inches maximum from insulation joints. Apply additional pins and clips to hold insulation tightly against surface at cross bracing.
 - c. Anchor pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
 - d. Do not overcompress insulation during installation.
 4. 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.
 5. 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 segment with 1/2-inch staples, 1 inch o.c., and cover with pressure-sensitive tape having same facing as insulation.
 6. Apply insulation on rectangular duct elbows and transitions with a full insulation segment for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Apply 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 the insulation surface with 6-inch-wide strips of the same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with anchor pins spaced 6 inches o.c.
 8. Apply vapor-retarder mastic to open joints, breaks, and punctures for insulation indicated to receive vapor retarder.

3.6 FIELD-APPLIED JACKET INSTALLATION

- A. Where glass-cloth jackets are indicated, install directly over bare insulation or insulation with factory-applied jackets.
1. Draw jacket smooth and tight to surface with 2-inch overlap at seams and joints.
 2. Embed glass cloth between two 0.062-inch-thick coats of lagging adhesive.
 3. Completely encapsulate insulation with coating, leaving no exposed insulation.

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- B. 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.
- C. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints; for horizontal applications, install with longitudinal seams along top and bottom of tanks and vessels. 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.
- D. 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.
- E. For exterior exposed ducts: Apply ALUMAGUARD (or equal) jacket and seal, as per manufacturer's written instructions.

3.7 FINISHES

- A. Insulation with ASJ, Glass-Cloth, or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Division 9.
 - 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.

3.8 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.

SECTION 230713 - DUCT INSULATION

- C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.9 DUCT INSULATION SCHEDULE, GENERAL

A. Plenums and Ducts Requiring Insulation:

1. Indoor, concealed supply and outdoor air.
2. Indoor, exposed supply and outdoor air.
3. Indoor, concealed return located in unconditioned space.
4. Indoor, exposed return located in unconditioned space.
5. Indoor, concealed exhaust between isolation damper and penetration of building exterior.
6. Indoor, exposed exhaust between isolation damper and penetration of building exterior.
7. Outdoor, concealed supply and return.
8. Outdoor, exposed supply and return.

B. Items Not Insulated:

1. Fibrous-glass ducts.
2. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.
3. Factory-insulated flexible ducts.
4. Factory-insulated plenums and casings.
5. Flexible connectors.
6. Vibration-control devices.
7. Factory-insulated access panels and doors.

3.10 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Service: Round & rectangular, supply-air ducts.

1. Material: Mineral-fiber blanket.
2. Thickness: 3 inches (R-8 min).
3. Number of Layers: One.
4. Field-Applied Jacket: Foil and paper.
5. Vapor Retarder Required: Yes.

B. Service: Round & rectangular, return, outside-air and exhaust ducts.

1. Material: Mineral-fiber blanket.
2. Thickness: 2 inches (R-6 min).
3. Number of Layers: One.
4. Field-Applied Jacket: Foil and paper.
5. Vapor Retarder Required: Yes.

C. Service: Ten feet of supply and return air ducts closest to AHU or FCU.

1. Material: In addition to exterior wrap, provide internal liner for sound attenuation purposes.
2. Thickness: 1 inches.

D. Service: Ten feet of exhaust air duct closest to where duct penetrates the exterior envelope.

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1. Material: Exterior wrap.
 2. Thickness: 2 inches.
- E. Service: Duct plenums.
1. Material: Internal liner for thermal insulation.
 2. Thickness: 2 inches.
- F. Where ductwork is not completely concealed, paint all ductwork and insulation. Coordinate color and finish with Architect.

3.11 OUTDOOR DUCT AND PLENUM APPLICATION SCHEDULE

- A. Service: New Supply-air ducts.
1. Seal all seams, tears, joints with mastic for an airtight installation.
 2. Apply watershed insulation on exterior of duct as described below. Install per Alumaguard installation instructions.
 3. Material: **Mineral-fiber board.**
 4. Number of Layers and thickness: **Two layers, 2" thick each.**
 5. Field-Applied Jacket: Alumaguard, Flexclad 400, or approved equal.
 6. Vapor Retarder Required: **Yes.**

END OF SECTION 230713

SECTION 230719 - HVAC PIPING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes insulating the following HVAC piping systems:
 - 1. Condensate drain piping, indoors.
 - 2. Refrigerant piping, indoors and outdoors.
- B. Related Sections:
 - 1. Section 230713 "Duct Insulation."

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory and field applied if any).
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
 - 2. Detail 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.
 - 6. Detail application of field-applied jackets.
 - 7. Detail application at linkages of control devices.

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.
 - 2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

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1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.6 COORDINATION

- A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."
- B. Coordinate clearance requirements with piping Installer for piping insulation application. Before preparing piping Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.
- C. Coordinate installation and testing of heat tracing.

1.7 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Flexible Elastomeric Thermal Insulation:
 - a. Aeroflex USA Inc.; Aerocel.
 - b. Armacell LLC; AP Armaflex.
 - c. RBX Corporation; Insul-Sheet 1800 and Insul-Tube 180.

2.2 INSULATION MATERIALS

- A. Mineral-fiber insulation will NOT be allowed for use on any cold piping systems.
- B. Mineral-fiber wrap is NOT approved for use on piping insulation.
- C. 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.

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- D. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- E. 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.
- F. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- G. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- H. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials.

2.3 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
- B. Flexible Elastomeric and Polyolefin Adhesive: Comply with MIL-A-24179A, Type II, Class I.
 - 1. Products:
 - a. Aeroflex USA Inc.; Aero seal.
 - b. Armacell LCC; 520 Adhesive.
 - c. Foster Products Corporation, H. B. Fuller Company; 85-75.
 - d. RBX Corporation; Rubatex 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."
- C. ASJ Adhesive, and FSK and PVDC Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
 - 1. Products:
 - a. Childers Products, Division of ITW; CP-82.
 - b. Foster Products Corporation, H. B. Fuller Company; 85-20.
 - c. ITW TACC, Division of Illinois Tool Works; S-90/80.
 - d. Marathon Industries, Inc.; 225.
 - e. 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."

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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).

2.5 LAGGING ADHESIVES

- A. Description: Comply with MIL-A-3316C, Class I, Grade A and shall be compatible with insulation materials, jackets, and substrates.
 - 1. For indoor applications, use lagging adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 2. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over pipe insulation.
 - 3. Service Temperature Range: 0 to plus 180 deg F.
 - 4. Color: White.

2.6 SEALANTS

- A. Joint Sealants:
 - 1. Materials shall be compatible with insulation materials, jackets, and substrates.
 - 2. Permanently flexible, elastomeric sealant.
 - 3. Service Temperature Range: Minus 100 to plus 300 deg F.
 - 4. Color: White or gray.
 - 5. 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).
 - 6. 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. Materials shall be compatible with insulation materials, jackets, and substrates.
 - 2. Fire- and water-resistant, flexible, elastomeric sealant.
 - 3. Service Temperature Range: Minus 40 to plus 250 deg F.
 - 4. Color: Aluminum.
 - 5. 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).
 - 6. 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, Jacket Flashing Sealants:
 - 1. Materials shall be compatible with insulation materials, jackets, and substrates.
 - 2. Fire- and water-resistant, flexible, elastomeric sealant.
 - 3. Service Temperature Range: Minus 40 to plus 250 deg F.
 - 4. Color: White.
 - 5. 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).

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6. 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."

2.7 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. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.

2.8 FIELD-APPLIED FABRIC-REINFORCING MESH

- A. Woven Glass-Fiber Fabric: Approximately 2 oz./sq. yd. with a thread count of 10 strands by 10 strands/sq. in. for covering pipe and pipe fittings.

2.9 FIELD-APPLIED CLOTHS

- A. Woven Glass-Fiber Fabric: Comply with MIL-C-20079H, Type I, plain weave, and presized a minimum of 8 oz./sq. yd..

2.10 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.
- B. FSK Jacket: Aluminum-foil-face, fiberglass-reinforced scrim with kraft-paper backing.
- C. Metal Jacket:
 1. Aluminum Jacket: Comply with ASTM B 209, Alloy 3003, 3005, 3105, or 5005, Temper H-14.
 - a. Factory cut and rolled to size.
 - b. Finish and thickness are indicated in field-applied jacket schedules.
 - c. Moisture Barrier: 3-mil-thick, heat-bonded polyethylene and kraft paper.
 - d. Factory-Fabricated Fitting Covers:
 - 1) Same material, finish, and thickness as jacket.
 - 2) Preformed 2-piece or gore, 45- and 90-degree, short- and long-radius elbows.
 - 3) Tee covers.
 - 4) Flange and union covers.
 - 5) End caps.
 - 6) Beveled collars.
 - 7) Valve covers.
 - 8) Field fabricate fitting covers only if factory-fabricated fitting covers are not available.

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- 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.

2.11 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.
 - 1. Width: 3 inches.
 - 2. Thickness: 11.5 mils.
 - 3. Adhesion: 90 ounces force/inch in width.
 - 4. Elongation: 2 percent.
 - 5. Tensile Strength: 40 lbf/inch in width.
 - 6. 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. Width: 3 inches.
 - 2. Thickness: 6.5 mils.
 - 3. Adhesion: 90 ounces force/inch in width.
 - 4. Elongation: 2 percent.
 - 5. Tensile Strength: 40 lbf/inch in width.
 - 6. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.
- C. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.
 - 1. Width: 2 inches.
 - 2. Thickness: 3.7 mils.
 - 3. Adhesion: 100 ounces force/inch in width.
 - 4. Elongation: 5 percent.
 - 5. Tensile Strength: 34 lbf/inch in width.

2.12 SECUREMENTS

- A. Bands:
 - 1. Stainless Steel: ASTM A 167 or ASTM A 240/A 240M, Type 304 or Type 316; 0.015 inch thick, 3/4 inch wide.
- B. Staples: Outward-clinching insulation staples, nominal 3/4-inch-wide, stainless steel or Monel.
- C. Wire: 0.062-inch soft-annealed, stainless steel.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.

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1. Verify that systems to be insulated have been tested and are free of defects.
2. Verify that surfaces to be insulated are clean and dry.
3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.
- B. Surface Preparation: Clean and prepare surfaces to be insulated. Before insulating, apply a corrosion coating to insulated surfaces as follows:
 1. Carbon Steel: Coat carbon steel operating at a service temperature between 32 and 300 deg F with an epoxy coating. Consult coating manufacturer for appropriate coating materials and application methods for operating temperature range. **NO EXCEPTION: PIPES SHALL BE PAINTED.**
- C. Coordinate insulation installation with the trade installing heat tracing. Comply with requirements for heat tracing that apply to insulation.
- D. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of pipe system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during application and finishing.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 1. Install insulation continuously through hangers and around anchor attachments.

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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. Manholes.
 5. Handholes.
 6. Cleanouts.

3.4 PENETRATIONS

- A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
1. Seal penetrations with flashing sealant.

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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."
- 3.5 GENERAL PIPE INSULATION INSTALLATION

- A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.
- B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:
1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
 2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
 3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt

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- 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

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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.

3.6 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 FIRE-RATED INSULATION SYSTEM INSTALLATION

- A. Where fire-rated insulation system is indicated, secure system to ducts and duct hangers and supports to maintain a continuous fire rating.
- B. Insulate duct access panels and doors to achieve same fire rating as duct.
- C. Install firestopping at penetrations through fire-rated assemblies. Fire-stop systems are specified in Division 07 Section "Penetration Firestopping."

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3.8 FIELD-APPLIED JACKET INSTALLATION

- A. Where glass-cloth jackets are indicated, install directly over bare insulation or insulation with factory-applied jackets.
 - 1. Draw jacket smooth and tight to surface with 2-inch overlap at seams and joints.
 - 2. Embed glass cloth between two 0.062-inch-thick coats of lagging adhesive.
 - 3. Completely encapsulate insulation with coating, leaving no exposed insulation.
- B. 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.
- 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. Pipe Insulation with ASJ, Glass-Cloth, or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Division 9 Sections.
 - 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 fittings, two locations of strainers, three locations of valves, for each pipe service defined in the "Piping Insulation Schedule, General" Article.

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- 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. Condensate and Equipment Drain Water below 60 Deg F:
 - 1. All Pipe Sizes: Insulation shall be the following:
 - a. Flexible Elastomeric: 3/4 inch thick.
 - b. Vapor Retarder Required: Yes.
 - c. Finish: Painted (Coordinate with Architect).
- B. Refrigerant Suction and Hot-Gas Piping:
 - 1. All Pipe Sizes: Insulation shall be:
 - a. Flexible Elastomeric: **1 inch** thick minimum, with two coats of protective coating recommended by the insulation manufacturer.
 - b. Vapor Retarder Required: Yes.
 - c. Finish: Painted (Coordinate with Architect).

3.13 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.

3.14 OUTDOOR PIPING INSULATION SCHEDULE

- A. Refrigerant Suction and Hot-Gas Piping:
 - 1. All Pipe Sizes: Insulation shall be:
 - a. Flexible Elastomeric: **1 inch** thick minimum, with two coats of protective coating recommended by the insulation manufacturer.
 - b. Vapor Retarder Required: Yes.
 - c. Field-Applied Jacket: Aluminum jacket.

3.15 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.

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1. Aluminum, Smooth with Z-Shaped Locking Seam: 0.020 inch thick.

3.16 UNDERGROUND, FIELD-INSTALLED INSULATION JACKET

- A. For underground direct-buried piping applications, install underground direct-buried jacket over insulation material.

END OF SECTION 230719

SECTION 230800 - COMMISSIONING OF HVAC

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 commissioning process requirements for the following MEP systems, assemblies, and equipment:
 - 1. HVAC systems, including direct-expansion systems, DOAS, split systems.
 - 2. Distribution systems, including air distribution systems.
 - 3. Controls and instrumentation, including BAS energy monitoring and control system.
- B. Related Requirements:
 - 1. Section 019113 "General Commissioning Requirements" for general commissioning process requirements and Commissioning Coordinator responsibilities.

1.3 DEFINITIONS

- A. Refer to Section 019113 "General Commissioning Requirements" for additional definitions and assignment of responsibilities.
- B. BAS: Building automation system.
- C. DDC: Direct digital controls.
- D. "Systems," "Subsystems," "Equipment," and "Components": Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.
- E. TAB: Testing, adjusting, and balancing.
- F. Commissioning Authority (CxA): Independent agent hired by Owner and not associated with General Contractor or its subcontractors, Architect or its sub-consultants, or Construction Administrator or its staff or consultants. Under Owner's direction, and not General Contractor's direction, CA will direct and coordinate day-to-day commissioning activities without assuming oversight responsibilities.

1.4 CONTRACTOR'S RESPONSIBILITIES

- A. Refer to Section 019113 "General Commissioning Requirements".
- B. Perform commissioning tests at the direction of the CxA.**

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- C. Attend construction phase controls coordination meeting.
- D. Attend testing, adjusting, and balancing review and coordination meeting.
- E. Participate in mechanical systems, assemblies, equipment, and component maintenance orientation and inspection.
- F. Provide information requested by the CxA for final commissioning documentation.
- G. Provide measuring instruments and logging devices to record test data, and provide data acquisition equipment to record data for the complete range of testing for the required test period.
- H. Provide Project-specific construction checklists and commissioning process test procedures for actual mechanical systems, assemblies, equipment, and components to be furnished and installed as part of the construction contract.
- I. Direct and coordinate commissioning testing among subcontractors, suppliers, and vendors.
- J. Verify testing, adjusting, and balancing of Work are complete.
- K. Provide test data, inspection reports, and certificates in Systems Manual.

1.5 COMMISSIONING DOCUMENTATION

- A. Provide the following information to the CxA for inclusion in the commissioning plan:
 - 1. Plan for delivery and review of systems manuals, and other documents and reports.
 - 2. Identification of installed systems, assemblies, equipment, and components including design changes that occurred during the construction phase.
 - 3. Process and schedule for completing construction checklists and manufacturer's pre-start and startup checklists for mechanical systems, assemblies, equipment, and components to be verified and tested.
 - 4. Certificate of completion certifying that installation, pre-start checks, and startup procedures have been completed.
 - 5. Certificate of readiness certifying that mechanical systems, subsystems, equipment, and associated controls are ready for testing.
 - 6. Test and inspection reports and certificates.
 - 7. Corrective action documents.
 - 8. Verification of testing, adjusting, and balancing reports.

1.6 INFORMATIONAL SUBMITTALS

- A. Construction Checklists: See related Sections for technical requirements, and generate construction checklists for the following:
 - 1. [Vibration controls for MEP piping and equipment.](#)
 - 2. [Instrumentation and control for MEP systems.](#)
 - 3. [Condensate piping and accessories.](#)
 - 4. [Refrigerant piping.](#)
 - 5. [Metal ducts and accessories.](#)

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6. Fans.
7. Air-handling units and fan coil units.
8. Split System air conditioners.

- B. Certificates of readiness.
- C. Certificates of completion of installation, pre-start, and startup activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Refer to Section 019113 "General Commissioning Requirements".

3.2 SYSTEMS READINESS CHECKLISTS

- A. Construction Checklists: Assist CxA in the preparation of detailed Systems Readiness checklists for systems, subsystems, equipment, and components.
 1. Contributors to the development of checklists shall include, but are not limited to, the following:
 - a. Systems and equipment installers.
 - b. TAB technicians.
 - c. Instrumentation and controls installers.
- B. Contractor shall conduct Systems Readiness Testing to document compliance with installation and Systems Readiness checklists prepared by Commissioning Authority for Division-23 items.
- C. Refer to Section 019113 "General Commissioning Requirements" for issues relating to Systems Readiness checklists and testing, description of process, details on non-conformance issues relating to pre-functional checklists and test.

3.3 SYSTEM START-UP

- A. Contractor is solely responsible for system start-up. CxA may, at his discretion, witness start up procedures, but will not perform any Functional Testing of systems until Contractor has completed start-up and resolved all operating deficiencies.

3.4 TESTING PREPARATION

- A. Certify that systems, subsystems, and equipment have been installed, calibrated, and started and are operating according to the Contract Documents.

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- B. Certify that instrumentation and control systems have been completed and calibrated, that they are operating according to the Contract Documents and approved Shop Drawings and submittals, and that pretest set points have been recorded.
- C. Certify that TAB procedures have been completed and that TAB reports have been submitted, discrepancies corrected, and corrective work approved.
- D. Set systems, subsystems, and equipment into operating mode to be tested according to approved test procedures (e.g., normal shutdown, normal auto position, normal manual position, unoccupied cycle, emergency power, and alarm conditions).

3.5 TESTING AND BALANCING VERIFICATION

- A. Prior to performance of testing and balancing Work, provide copies of reports, sample forms, checklists, and certificates to the CxA.
- B. Provide technicians, instrumentation, and tools to verify testing and balancing of mechanical systems at the direction of the CxA.
 - 1. The CxA will notify Contractor 4 days in advance of the date of field verification. Notice will not include data points to be verified.
 - 2. The testing and balancing Subcontractor shall use the same instruments (by model and serial number) that were used when original data were collected.
 - 3. Failure of an item includes, other than sound, a deviation of more than 10 percent. Failure of more than 10 percent of selected items shall result in rejection of final testing, adjusting, and balancing report. For sound pressure readings, a deviation of 3 dB shall result in rejection of final testing. Variations in background noise must be considered.
 - 4. Remedy the deficiency and notify the CxA so verification of failed portions can be performed.

3.6 GENERAL TESTING REQUIREMENTS

- A. Provide technicians, instrumentation, and tools to perform commissioning test at the direction of the CxA.
- B. Scope of mechanical testing shall include entire HVAC installation, from central equipment for heat generation and refrigeration through distribution systems to each space served. Testing shall include measuring capacities and effectiveness of operational and control functions.
- C. Test all operating modes, interlocks, control responses, and responses to abnormal or emergency conditions, and verify proper response of building automation system controllers and sensors.
- D. Tests will be performed using design conditions whenever possible.
- E. Simulated conditions may need to be imposed using an artificial load when it is not practical to test under design conditions. Before simulating conditions, calibrate testing instruments. Provide equipment to simulate loads. Set simulated conditions as directed by the Contracting

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Officer and document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions.

- F. The CxA may direct that set points be altered when simulating conditions is not practical.
- G. The CxA may direct that sensor values be altered with a signal generator when design or simulating conditions and altering set points are not practical.
- H. If tests cannot be completed because of a deficiency outside the scope of the mechanical system, document the deficiency and report it to the Owner. After deficiencies are resolved, reschedule tests.
- I. If the testing plan indicates specific seasonal testing, complete appropriate initial performance tests and documentation and schedule seasonal tests.

3.7 GENERAL TESTING PROCEDURES FOR HVAC SYSTEMS, SUBSYSTEMS, AND EQUIPMENT

- A. HVAC Instrumentation and Control System Testing: Contractor shall fully test operation of controls system prior to requesting Functional Testing with CxA. Point-to-point check out sheets and as-built control diagrams shall be provided to CxA so he may develop testing procedures.
- B. Mechanical Subcontractor shall prepare a pipe system cleaning, flushing, and hydrostatic testing plan for piping systems. Provide cleaning, flushing, testing, and treating plan and final reports to the CxA.
- C. HVAC Distribution System Testing: Provide technicians, instrumentation, tools, and equipment to test performance of air distribution systems; special exhaust; and other distribution systems, including HVAC terminal equipment and unitary equipment.

3.8 FUNCTIONAL TEST PROCEDURES FOR SYSTEMS TO BE COMMISSIONED

- A. General
 - 1. The following paragraphs outline the functional test procedures for the various Div. 23 items to be commissioned. Functional testing will take place only after System Readiness checklists have been completed, equipment has been started-up, TAB has been verified, and Contractor has certified that systems are ready for functional testing.
 - 2. All systems controlled via the Building Automation System shall have all control points and sequences tested by Controls Contractor prior to requesting testing by Commissioning Authority.
 - 3. Functional testing of HVAC systems shall include testing of the Building Automation System.
- B. All Equipment:
 - 1. Verify nameplate information (serial numbers, model numbers, etc.); verify that equipment capacity is in accordance with requirements of construction documents.

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2. Verify unit runs smoothly and quietly.
3. Verify operation of safeties.
4. Verify electrical wiring and grounding is correct.
5. Verify maintenance and NEC clearances are maintained.
6. Verify Systems Readiness Checklists have been completed.

3.9 COMMISSIONING TESTS

- A. Functional testing will be performed on all HVAC equipment, including but limited to the following:
 1. DOAS
 2. Split Systems
 3. Air distribution system
 4. Building automation system
- B. Sample requirements are as follows:
 1. Record temperatures, pressures.
 2. Record programmed setpoints (unocc/occ T, RH, CO2, runtime, safeties, alarms).
 3. Record programmed schedules and interlocks.
 4. Verify equipment installation
 5. Verify equipment operation.
 6. Verify electrical voltage and amperages are within tolerance.
 7. Verify unit data in TAB report.
 8. Verify alarms and safeties.
 9. Verify all sequences.
 10. Verify setpoint resets, adaptive controls for energy conservation.
- C. Customized system readiness checklists and function testing requirements will be released after the submittal review phase.

3.10 TRAINING AND O&M MANUALS

- A. Refer to Div. 23 specifications.

END OF SECTION 230800

SECTION 230900 – INSTRUMENTATION AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. DDC system for monitoring and controlling of HVAC systems.
- 2. Delivery of selected control devices to equipment and systems manufacturers for factory installation and to HVAC systems installers for field installation.

- B. Related Requirements:

- 1. Section 230993 "Sequence of Operations for HVAC Controls" for control sequences in DDC systems.

1.3 CODE REQUIREMENTS

- A. All equipment and material and its installation shall conform to the current requirements of the following authorities, and local amendments:

- 1. Occupational Safety and Health Act (OSHA)
- 2. International Electric Code (IEC)
- 3. International Fire Code
- 4. International Building Code
- 5. International Mechanical Code
- 6. International Plumbing Code
- 7. International Energy Conservation Code
- 8. UL 916

- B. Where two or more codes conflict, the most restrictive shall apply. Nothing in these specifications shall be construed to permit work not conforming to applicable codes.

1.4 ACTION SUBMITTALS

- A. **All submittals must be in native PDF format, wherein all text is searchable. Submittals which contain scanned documents which are not 'searchable' will be rejected without being reviewed.**

- B. Product Data: For each type of product include the following:

- 1. Construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- 2. Operating characteristics, electrical characteristics, and furnished accessories indicating process operating range, accuracy over range, control signal over range, default control signal with loss of power, calibration data specific to each unique application, electrical

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power requirements, and limitations of ambient operating environment, including temperature and humidity.

3. Product description with complete technical data, performance curves, and product specification sheets.
4. Bill of materials of indicating quantity, manufacturer, and extended model number for each unique product.
5. When manufacturer's product datasheets apply to a product series rather than a specific product model, clearly indicate and highlight only applicable information.
6. Each submitted piece of product literature shall clearly cross reference specification and drawings that submittal is to cover.

C. System Description:

1. Full description of DDC system architecture, network configuration, operator interfaces and peripherals, servers, controller types and applications, gateways, routers and other network devices, and power supplies.
2. General Requirements:
 - a. Include cover drawing with Project name, location, Owner, Architect, Contractor and issue date with each Shop Drawings submission.
 - b. Include a drawing index sheet listing each drawing number and title that matches information in each title block.
3. Schematic drawings for each controlled HVAC system indicating the following:
 - a. I/O points labeled with point names shown. Indicate instrument range, normal operating set points, and alarm set points. Indicate fail position of each damper and valve, if included in Project.
 - b. I/O listed in table format showing point name, type of device, manufacturer, model number, and cross-reference to product data sheet number.
 - c. A graphic showing location of control I/O in proper relationship to HVAC system.
 - d. Wiring diagram with each I/O point having a unique identification and indicating labels for all wiring terminals.
 - e. Unique identification of each I/O that shall be consistently used between different drawings showing same point.
 - f. Elementary wiring diagrams of controls for HVAC equipment motor circuits including interlocks, switches, relays and interface to DDC controllers.
 - g. Narrative sequence of operation.
 - 1) Contractor is expected to review all specified sequences and submit questions concerning any ambiguities, potential errors or omissions, prior to turning in submittals. Submittals which simply restate control sequences as written in specifications are not acceptable. Submittals must include a restatement of sequences as they will actually be programmed.
4. DDC system network riser diagram; indicate each device connected to network with unique identification for each, communication protocol, speed and physical means of interconnecting network devices, such as copper cable type, or fiber-optic cable, network port(s) for connection of an operator workstation or other type of operator interface, etc.
5. Color graphics.

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- a. Submit samples and an itemized list of ALL the various graphics pages being proposed for control system. Show layout of pictures, graphics and data displayed, navigation icons, etc.
- b. Graphics for equipment must be schematically correct versus equipment as actually installed (e.g., all sensors, coils, devices, shown in correct locations & sequential order).
- c. Engineer's approval of submitted sample graphics pages represents preliminary approval and does not preclude the possibility that graphics' deficiencies may be found in subsequent testing and inspections.

D. Software Submittal:

1. Cross-referenced listing of software to be loaded on each operator workstation, server, gateway, and DDC controller.
2. Description and technical data of all software provided, and cross-referenced to products in which software will be installed.
3. Operating system software, operator interface and programming software, color graphic software, DDC controller software, maintenance management software, and third-party software.
4. Include a flow diagram and an outline of each subroutine that indicates each program variable name and units of measure.
5. Listing and description of each engineering equation used with reference source.
6. Listing and description of each constant used in engineering equations and a reference source to prove origin of each constant.
7. Description of operator interface to alphanumeric and graphic programming.
8. Description of each network communication protocol.
9. Description of system database, including all data included in database, database capacity and limitations to expand database.
10. Description of each application program and device drivers to be generated, including specific information on data acquisition and control strategies showing their relationship to system timing, speed, processing burden and system throughout.
11. Controlled Systems: Instrumentation list with element name, type of device, manufacturer, model number, and product data. Include written description of sequence of operation including schematic diagram.

1.5 INFORMATIONAL SUBMITTALS

- A. All submittals must be in native PDF format, wherein all text is searchable. Submittals which contain scanned documents which are not 'searchable' will be rejected without being reviewed.
- B. Coordination Drawings: Plan drawings and corresponding product installation details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved.
- C. Systems Provider Qualification Data: Resume of project manager, installation and programming technician, and service technicians assigned to Project, including name, phone number, and e-mail address.
- D. Product Certificates: Data Communications Protocol Certificates: Certifying that each proposed DDC system component complies with ASHRAE 135.

1.6 CLOSEOUT SUBMITTALS

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- A. As-built record documentation per section 017700 – Closeout Procedures.
- B. Operation and Maintenance Data: For DDC system 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. Names, addresses, e-mail addresses and 24-hour telephone numbers of Installer and service representatives for DDC system and products.
 - b. Operator's manual with procedures for operating control systems including logging on and off, handling alarms, producing point reports, trending data, overriding computer control and changing set points and variables.
 - c. Programming manuals with description of programming language and syntax, of statements for algorithms and calculations used, of point database creation and modification, of program creation and modification, and of editor use.
 - d. Engineering, installation, and maintenance manuals.
 - e. Documentation of all programs created using custom programming language including set points, tuning parameters, and object database.
 - f. Backup copy of graphic files, programs, and database in electronic media form.
 - g. List of recommended spare parts with part numbers and suppliers.
 - h. Complete original-issue documentation, installation, and maintenance information for furnished third-party hardware including computer equipment and sensors.
 - i. Complete original-issue copies of furnished software, including operating systems, custom programming language, operator workstation software, and graphics software.
 - j. Licenses, guarantees, and warranty documents.
 - k. Recommended preventive maintenance procedures for system components, including schedule of tasks such as inspection, cleaning, and calibration; time between tasks; and task descriptions.
 - l. Owner training materials.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials and parts that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
- B. Include product manufacturers' recommended parts lists for proper product operation over five-year period following warranty period. Parts list shall be indicated for each year.

1.8 COORDINATION

- A. Coordinate location of thermostats, humidistats, and other exposed control sensors with plans and room details before installation.
- B. Coordinate supply of conditioned electrical circuits for control units.
- C. Coordinate equipment with Division 16 Section "Panelboards".

1.9 PAYMENTS

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- A. 10% of controls cost will be withheld until documentation is provided that the Commissioning and Acceptance Test was carried out, and that it was verified by Engineer.
- B. 5% of controls cost will be withheld until documentation is provided that the Training was carried out, and that it was acceptable by the Owner.

1.10 CONTRACTOR RESPONSIBILITY

- A. All control items, services, and work shown in specifications and drawings shall be provided by Controls Contractor either directly or by subcontract. These shall include, but are not necessarily limited to, the following:
 - 1. Install control equipment incorporating DDC for energy management, equipment monitoring and control, software, programming, including color graphic workstations.
 - 2. Provide control relays and devices, air flow monitoring devices, pressure and temperature sensing devices, dampers and actuators, etc.
 - 3. Provide electrical work associated with control system and as called for on Drawings. Perform all wiring in accordance with all local and national codes. Provide all line voltage wiring, concealed or exposed, in accordance with Div. 26. All low voltage electrical control wiring throughout the building when exposed shall be run in conduit in accordance with Division 26. All low voltage wiring run in concealed accessible areas shall be run using plenum rated wire only.
 - 4. Provide 120V power for direct digital control systems PCU's, and LCU's, as defined later in these specifications, and make final panel hook-up and all final electrical connections to each controller. Provide power for all damper-actuators including VAV boxes.
 - a. Power circuit to PCU/LCU shall serve PCU/LCU and no other equipment.
 - b. Use spares or provide new circuit breaker.
 - 5. Use spare circuit breakers or provide new where no spares exist.
 - 6. Provide all wiring and conduit for all DDC temperature controls, monitoring devices including DDC signal wiring.
 - 7. Provide all control relays. Where motor starters are not called for or do not exist for 1-phase equipment, provide relays and contactors as required for start/stop control by BAS.
 - 8. Provide surge transient protection shall be incorporated in design of system to protect electrical components in all primary control units.
 - 9. Provide all warranty related work, products, materials, and labor.
 - 10. Provide all software programming.
 - 11. Provide consulting and programming services to Owner and Installing Contractor as required to resolve operating problems after system installation.
 - 12. Provide shop drawings indicating equipment locations, points allocation, and schematic wiring. Submittals shall indicate all information pertinent to PCU locations, PCU capacity and spare points, input/output module configuration within PCUs, communication trunks, sensors, valves, pneumatic interface, wiring, and other pertinent equipment information requiring approval prior to field installation. Provide a DDC system riser diagram showing buildings, controller or device within each building, and listing equipment controlled or monitored by each.
 - 13. Provide graphics programming, showing floor plans of all buildings, equipment locations, and operating parameters.
 - 14. Provide commissioning of system.
 - 15. Provide reference manuals.
 - 16. Provide Owner training.
 - 17. Warranty work.
 - 18. Other services, materials, and products as called for in construction documents.

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- B. The following equipment and services shall be coordinated with the Owner:
 - 1. Network connections.

- C. Coordinate with Mechanical Contractor. Mechanical Contractor provides:
 - 1. Installation of control dampers, actuators and all manual dampers.
 - 2. Temporary 24V thermostat for new equipment, if required.
 - 3. Fan coil units with factory-installed dampers (where indicated).
 - 4. Rooftop / AH units with factory-installed outside air damper actuator and controls.

1.11 QUALITY ASSURANCE

- A. DDC System Manufacturer Qualifications:
 - 1. Nationally recognized manufacturer of DDC systems and products.
 - 2. DDC systems with similar requirements to those indicated for a continuous period of ten years within time of bid.
 - 3. Having complete published catalog literature, installation, operation and maintenance manuals for all products intended for use.
 - 4. Having full-time in-house employees for the following:
 - a. Product research and development.
 - b. Product and application engineering.
 - c. Product manufacturing, testing and quality control.
 - d. Technical support for DDC system installation training, commissioning and troubleshooting of installations.
 - e. Owner operator training.

- B. DDC System Provider / Installer Qualifications:
 - 1. A direct factory owned office of the manufacturer, for the brand or make of control equipment to be supplied, with engineers capable of providing instructions, routine maintenance, design services, programming, and emergency system service on staff.
 - 2. Project supervisor and programmers shall be DDC system manufacturer employees. Only construction services not directly related to DDC system operation (such as provision of electrical power, conduit installation and wire-pulling, etc.) may be subcontracted to non-manufacturer workers.
 - 3. A manufacturer's employee working on this project shall be officed within 40 miles of Project and assigned to support Project during warranty period.
 - 4. Each manufacturer employee assigned to Project shall be a competent and experienced full-time employee with demonstrated past experience on at least 5 projects of similar complexity, scope and value.

1.12 WARRANTY

- A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace products that fail in materials or workmanship within specified warranty period.
 - 1. Failures shall be adjusted, repaired, or replaced at no additional cost or reduction in service to Owner.
 - 2. Include updates or upgrades to software and firmware if necessary to resolve deficiencies.

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- a. Install updates only after receiving Owner's written authorization.
3. Warranty service shall occur during normal business hours and commence **no later than 8 hours following Owner's warranty service request.**
4. Warranty Period: **Two years from date of final system acceptance.**
 - a. Final Acceptance of system is not related to nor dependent upon Substantial Completion. Final system acceptance will be granted only after system is operating without any substantive problems for a minimum of 30 consecutive days, and all issues on Commissioning Issues Log and Engineer's punch lists have been resolved. Obtain formal written approval from Engineer and Owner contractual date of system Final Acceptance.

B. Warranty Inspections

1. At approximately 12 months and 24 months after Final Acceptance of control system, provide a minimum 5 hour on-site inspection of system.
2. Inspection will include an evaluation of performance of the system, including an accuracy of all sensors (re-calibration or replacement is required for sensors obviously inaccurate), solicitation of operator's input of system problems and inadequacies, review of operating sequences and alarm logs to discover potential recurring problems or nuisances, discovery of any failed points, and general system reliability.
3. Provide a written report of each site visit summarizing activities and findings, and recommendations for improving system performance.
4. Failure to provide the on-site inspections at a time near that specified, or by the end of Warranty, does not relieve contractor of obligation to provide such inspections.

1.13 EXTRA MATERIALS

- A. Furnish quantity indicated of matching product(s) in Project inventory **for each unique size and type** of following:
 1. Room Relative Humidity Sensor and Transmitter: Five.
 2. Adjustable Range Room Temperature Sensors: Five.
 3. CO2 sensor: Five.
 4. Current-Sensing Relay: Five.

1.14 EQUIPMENT AND SOFTWARE UPDATES / UPGRADES / REVISIONS

- A. Equipment: All equipment, components, parts, materials, etc. provided shall be fully compatible with all other equipment provided at any other time throughout the warranty period. Should updated versions be provided that are not fully compatible with earlier equipment provided (e.g.: a requirement to add hardware or software "interfacing" between an earlier and later generation results in the system not being fully compatible), Controls contractor shall replace earlier equipment with the later version at no cost to Owner.
- B. Software: **If acceptable to the Owner**, all software upgrades applicable to the system and offered by the manufacturer / contractor for this system shall be provided at no cost to the Owner throughout the warranty period. This no cost upgrade shall include installation, programming, modification to field equipment, data base revisions, etc. all as appropriate.

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- C. Revisions: Hardware / software revisions made related to refining sequences of control, adding/monitoring control points, or other similar operations shall be made with all "burn-in" performed at the contractor's expense, throughout the warranty period.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Following Manufacturer's are allowed to bid on this project:
 1. Automated Logic Controls (Design Basis)
 2. Trane Tracer (Alternate Bid)
 3. Obtain written pre-approval from Owner and Engineer.

2.2 DDC SYSTEM DESCRIPTION

- A. Modular, microprocessor-based, high-speed, peer-to-peer network of distributed DDC controllers, operator interfaces, and software monitoring and control, including analog/digital conversion and program logic, utilizing stand-alone controllers operating over a local area network allowing peer-to-peer communication among all system controllers, and communications interface to Owner's Central Operator's Station.
- 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 WEB ACCESS

- A. DDC system shall be Web based.
 1. DDC system software shall be based on server thin-client architecture, designed around open standards of Web technology. DDC system server shall be accessed using a Web browser over DDC system network, using Owner's LAN, and remotely over Internet.
 2. Intent of thin-client architecture is to provide operators complete access to DDC system via a Web browser. No special software other than a Web browser shall be required to access graphics, point displays, and trends; to configure trends, points, and controllers; and to edit programming.
 3. Web access shall be password protected.

2.4 PERFORMANCE REQUIREMENTS

- A. Network Bandwidth: Design each network of DDC system to include at least 30 percent available spare bandwidth with DDC system operating under normal and heavy load conditions indicated. Calculate bandwidth usage, and apply a safety factor to ensure that requirement is satisfied when subjected to testing under worst case conditions.
- B. System Response Time:
 1. Graphic display refresh shall update within eight seconds.
 2. AI point value shall update within 5 seconds, BI point values within 10 seconds.
 3. AO and BO points shall begin to respond to controller output commands within three second(s).

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4. Alarms of analog and digital points connected to DDC system shall be displayed within 15 seconds of activation or change of state.
 5. Global commands shall also comply with this requirement.
- C. Future Expandability:
1. DDC system size shall be expandable to an ultimate capacity of at least four times total I/O points indicated.
 2. Additional DDC controllers, I/O and associated wiring shall be all that is needed to achieve ultimate capacity. Initial network infrastructure shall be designed and installed to support ultimate capacity.
 3. Operator interfaces installed initially shall not require hardware and software additions and revisions for ultimate capacity.
- D. Environmental Conditions for Controllers, Gateways, and Routers:
1. Products, instruments and actuators shall operate without performance degradation under the ambient environmental temperature, pressure, humidity, and vibration conditions specified and encountered for installed location.
 - a. If product alone cannot comply with requirement, install product in a protective enclosure that is isolated and protected from conditions impacting performance. Enclosure shall be internally insulated, electrically heated, cooled and ventilated as required by product and application.
 2. Products shall be protected with enclosures satisfying the following minimum requirements unless more stringent requirements are indicated. Products not available with integral enclosures complying with requirements indicated shall be housed in protective secondary enclosures. Installed location shall dictate the following NEMA 250 enclosure requirements:
 - a. Outdoors, Protected: Type 3.
 - b. Outdoors, Unprotected: Type 4X.
 - c. Indoors, Heated with Ventilation: Type 2.
 - d. Indoors, Heated and Air Conditioned: Type 1.
 - e. Unconditioned Chiller and Boiler Rooms: Type 4X.
 - f. Conditioned Mechanical Equipment Rooms: Type 1.
 - g. Air-Moving Equipment Rooms: Type 1.
 - h. Localized Areas Exposed to Washdown: Type 4X.
- E. Electric Power Quality:
1. Protect DDC system products connected to ac power circuits from power-line surges to comply with requirements of IEEE C62.41. Do not use fuses for surge protection.
 2. Ground Fault: Protect products from ground fault by providing suitable grounding. Products shall not fail due to ground fault condition.
- F. UPS: Provide UPS power protection for Servers, and DDC controllers (except application-specific controllers), and Gateways.
- G. Continuity of Operation after Electric Power Interruption: Equipment and associated factory-installed controls, field-installed controls, electrical equipment, and power supply connected to building normal and backup power systems shall automatically return equipment and associated

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controls to operating state occurring immediately before loss of normal power, without need for manual intervention by operator when power is restored either through backup power source or through normal power if restored before backup power is brought online.

2.5 PANEL-MOUNTED, MANUAL OVERRIDE SWITCHES

A. Manual Override of Control Dampers:

1. Include panel-mounted, two-position, selector switch for each automatic control damper being controlled by DDC controller. Label each switch with damper designation served by switch, and switch positions to indicate either "Manual" or "Auto" control signal to damper. With switch in "Auto" position signal to control damper actuator shall be control loop output signal from DDC controller.
 - a. For Binary Control Dampers: Manual two-position switch shall have "Close" and "Open" switch positions indicated. With switch in "Close" position, damper shall close. With switch in "Open" position, damper shall open.
 - b. For Analog Control Dampers: A gradual switch shall have "Close" and "Open" switch limits indicated. Operator shall be able to rotate switch knob to adjust damper to any position from close to open.
2. DDC controller shall monitor and report position of each manual override selector switch. With switch placed in "manual" position, DDC controller shall signal an override condition to alert operator that damper is under manual, not automatic, control.

2.6 SYSTEM ARCHITECTURE

A. System architecture shall consist of no more than two levels of LANs.

1. Level one LAN shall connect network controllers and operator workstations.
2. Level two LAN shall connect application-specific controllers to application-specific controllers.

B. Minimum Data Transfer and Communication Speed:

1. LAN Connecting Operator Workstations and Network Controllers: 100 Mbps.
2. LAN Connecting Programmable Application Controllers: 1000 kbps.
3. LAN Connecting Application-Specific Controllers: 19,200 bps.

C. DDC system shall consist of dedicated LANs that are not shared with other building systems and tenant data and communication networks.

D. System architecture shall be modular and have inherent ability to expand to not less than three times system size indicated with no impact to performance indicated.

E. Number of LANs and associated communication shall be transparent to operator. All I/O points residing on any LAN shall be capable of global sharing between all system LANs.

F. System design shall eliminate dependence on any single device for system alarm reporting and control execution. Each controller shall operate independently by performing its' own control, alarm management and historical data collection.

G. Special Network Architecture Requirements:

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1. Air-Handling Systems: For control applications of an air-handling system that consists of air-handling unit(s) and VAV terminal units, include a dedicated LAN of application-specific controllers serving VAV terminal units connected directly to controller that is controlling air-handling system air-handling unit(s).

2.7 DDC SYSTEM OPERATOR INTERFACES

- A. Operator Means of System Access: Operator shall be able to access entire DDC system through any of multiple means, including, but not limited to, the following:
 1. Desktop and portable operator workstation with hardwired connection through LAN port.
 2. Portable operator terminal with hardwired connection through LAN port.
 3. Portable operator workstation with wireless connection through LAN router.
 4. PDA with wireless connection through LAN router.
 5. Remote connection using outside-of-system computer or PDA through Web access.
- B. Access to system, regardless of operator means used, shall be transparent to operator.
- C. Network Ports: For hardwired connection of desktop or portable operator workstation. Network port shall be easily accessible, properly protected, and clearly labeled.
- D. Desktop and Portable Workstations:
 1. Connect to DDC system Level one LAN through a communications port directly on LAN or through a communications port on a DDC controller.
 2. Able to communicate with any device located on any DDC system LAN.
 3. Able to communicate remotely with any device connected to any DDC system LAN.
 4. Connect to DDC system sub-LANs through a communications port on an application-specific controller, or a room temperature sensor connected to an application-specific controller.
 5. Monitor, program, schedule, adjust set points, and report capabilities of I/O connected anywhere in system.
- E. Personal Digital Assistant:
 1. Connect to system through a wireless router connected to LAN.
 2. Able to communicate with any DDC controller connected to DDC system.
- F. Critical Alarm Reporting:
 1. Operator-selected critical alarms shall be sent by DDC system to notify operator of critical alarms that require immediate attention. System shall send alarm notification to multiple recipients that are assigned for each alarm.
 2. Alarms must be set to observe proper time delays and other logic to avoid nuisance tripping.
 3. **Coordinate with Owner's representatives to set up Owner's desired alarm notification procedures and methodologies by means including e-mail, text message and pre-recorded phone message to mobile and landline phone numbers.**
- G. Simultaneous Operator Use: Capable of accommodating simultaneous operators that are accessing DDC system through any one of operator interfaces indicated.

2.8 NETWORK COMMUNICATION PROTOCOL

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- A. Network communication protocol(s) used throughout entire DDC system shall be open to public and available to other companies for use in making future modifications to DDC system.
- B. ASHRAE 135 Protocol:
 - 1. ASHRAE 135 communication protocol shall be a required protocol used throughout entire DDC system. The Web Server shall support the BACnet Interoperable Building Blocks (BIBBS) for Read (Initiate) and Write (Execute) Services.
 - 2. System shall not require use of gateways except to integrate HVAC equipment and other systems and equipment not required to use ASHRAE 135 communication protocol.
 - a. Review manufacturer's communications protocols for all systems with which BAS will integrate, and provide gateways as required to allow full communication, such as, for examples, Modbus Application Protocol Specification V1.1b, LonWorks technology using CEA-709.1-C.

2.9 DESKTOP OPERATOR WORKSTATIONS

- A. Not Applicable. Use Owner's existing.

2.10 PORTABLE OPERATOR WORKSTATIONS

- A. Not Applicable. Use Owner's existing.

2.11 PRINTERS

- A. Not Applicable. Use Owner's existing.

2.12 SERVERS

- A. Furnish a Web Server to allow daily operations functions, using real-time system data, to be accomplished from any network connected web browser, from within the facility or in remote locations throughout the world.
- B. Servers shall include software license(s), and CAT-5e or CAT-6 cable installation between server(s) and network.
- C. Operators shall be able to utilize any commercially available browser such as Microsoft Internet Explorer or Netscape Navigator. No additional software shall have to be installed on the client PC for normal operation of the system.
- D. All communications between the web browser and web server shall be encrypted using 128 bit SSL encryption.
- E. Web server shall be able to be located on the Owner's Intranet or on the Internet.
- F. Web server shall have the ability to automatically obtain an IP (Internet Protocol) address using DHCP. Use of static IP addressing shall also be supported.
- G. Web server will have adequate capacity to store and serve 500 user defined graphics, and to archive not less than 12 consecutive months of historical data for all I/O points connected to system, including alarms, event histories, transaction logs, trends and other information indicated.

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- H. Server(s) shall use IT industry-standard database platforms such as Microsoft SQL Server and Microsoft Data Engine (MSDE). The Web browser client shall support Sun Microsystems Java 2 (JRE 1.4.0 or higher) plug-in.
- I. Functionality:
 - 1. A minimum of 30 users shall be able to utilize the system device at the same time. Operators with proper security shall be able to:
 - a. View graphical information about a facility, change setpoints, perform overrides.
 - b. View and change schedules.
 - c. View and acknowledge alarms.
 - d. View historical information.
 - 2. Operators must enter in a valid unique user name and password to access the system.
 - 3. Operator security: The Web server shall include industry standard security protocols to prohibit access by unauthorized users over the World Wide Web. Provide firewalls between server Web and networks with password protection for access to server from Web server.
 - 4. The web server shall display the same graphics that have been created for the Operators Workstation.
 - 5. Operators with proper access shall be able to configure the web server using their web browser.
- J. Web Server Hardware.
 - 1. Provide a solid-state web server. This device may not contain any moving parts including but not limited to cooling fans, disk drives, CD Rom drives etc.
 - 2. All user entered information (web pages, security, etc.) shall be stored in non-volatile memory. System operational information and clock functions shall be backed up by battery or other device for a minimum of 72 hours.

2.13 SYSTEM SOFTWARE

- A. System Software Minimum Requirements:
 - 1. Provide all software required for efficient operation of all the automatic system functions required by this specification. Software shall be modular in design for flexibility in expansion or revision of the system. It is the intent of this specification to require provisions of a system which can be fully utilized by individuals with no, or limited, previous exposure to PC's and programming techniques and languages.
 - 2. The software in the system shall consist of both "firmware" resident in the PCU's and "software" resident in the operator work stations. The architecture of the system, and the application software/firmware shall be distributed with no single system component responsible for a control function for the entire Controller LAN. Each PCU shall contain the necessary firmware and I/O capability to function independently in case of a network failure. No active energy management or environmental control sequences shall be resident in the PC work stations. All PC work stations shall be removable from the system without loss of control function - only alarm monitoring, long term history collection, and operator monitor/command/edit functions would be lost.
 - 3. Software: **All software upgrades applicable to the system and offered by the manufacturer / contractor for this system shall be provided at no cost to the Owner**

- throughout the warranty period.** This no-cost upgrade shall include installation, programming, modification to field equipment, data base revisions, etc. all as appropriate.
4. Real-time multitasking and multiuser 32- or 64-bit operating system that allows concurrent multiple operator workstations operating and concurrent execution of multiple real-time programs and custom program development.
 5. Operating system shall be capable of operating DOS and Microsoft Windows applications.
 6. Database management software shall manage all data on an integrated and non-redundant basis. Additions and deletions to database shall be without detriment to existing data. Include cross linkages so no data required by a program can be deleted by an operator until that data have been deleted from respective programs.
 7. Network communications software shall manage and control multiple network communications to provide exchange of global information and execution of global programs.
 8. Operator interface software shall include day-to-day operator transaction processing, alarm and report handling, operator privilege level and data segregation control, custom programming, and online data modification capability.
 9. Scheduling software shall schedule centrally based time and event, temporary, and exception day programs.

B. Basic Interface Description

1. Operator workstation interface software shall minimize operator training through the use of English language prompting, English language point identification and industry standard PC application software. The software shall provide, as a minimum, the following functionality:
 - a. Graphical viewing and control of environment
2. Scheduling and override of building operations
3. Collection and analysis of historical data
4. Definition and construction of dynamic color graphic displays
5. Editing, programming, storage and downloading of controller databases
6. Provide a graphical user interface which shall minimize the use of a typewriter style keyboard through the use of a mouse or similar pointing device and "point and click" approach to menu selection. Users shall be able to start and stop equipment or change setpoints from graphical displays through the use of a mouse or similar pointing device.
 - a. Provide functionality such that all operations can also be performed using the keyboard as a backup interface device.
 - b. Provide additional capability that allows at least 10 special function keys to perform often used operations.
7. The software shall provide a multi-tasking type environment that allows the user to run several applications simultaneously. The mouse shall be used to quickly select and switch between multiple applications. This shall be accomplished through the use of Microsoft Windows or similar industry standard software that supports concurrent viewing and controlling of systems operations.
 - a. Provide functionality such that any of the following may be performed simultaneously, and in any combination, via user-sized windows:
 - a. Dynamic color graphics and graphic control
 - b. Alarm management coordinated with section 2.04.E.
 - c. Time-of-day scheduling
 - d. Trend data definition and presentation
 - e. Graphic definition

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- f. Graphic construction
- 8. If the software is unable to display several different types of displays at the same time, the EMS contractor shall provide at least two operator workstations.
- 9. Multiple-level password access protection (minimum of five levels of access) shall be provided to allow the user/manager to limit workstation control, display and data base manipulation capabilities as he deems appropriate for each user, based upon an assigned password.
 - a. Level 1 = View all applications, but perform no database modifications
 - b. Level 2 = Custodial privileges plus the ability to acknowledge alarms
 - c. Level 3 = All privileges except system configuration
 - d. Level 4 = All configuration privileges except passwords
 - e. Level 5 = All privileges
- 10. A minimum of 50 unique passwords, including user initials, shall be supported.
- 11. Operators will be able to perform only those commands available for their respective passwords. Menu selections displayed shall be limited to only those items defined for the access level of the password used to log-on.
 - a. The system shall automatically generate a report of log-on/log-off time and system activity for each user.
 - b. User-definable, automatic log-off timers of from 5 to 60 minutes shall be provided to prevent operators from inadvertently leaving devices on-line.
- 12. Software shall allow the operator to perform commands including, but not limited to, the following:
 - a. Start-up or shutdown selected equipment
 - b. Adjust setpoints
 - c. Add/modify/delete time programming
 - d. Enable/disable process execution
 - e. Lock/unlock alarm reporting for points
 - f. Enable/disable totalization for points
 - g. Enable/disable trending for points
 - h. Override PID loop setpoints
 - i. Enter temporary override schedules
 - j. Define holiday schedules
 - k. Change time/date
 - l. Automatic daylight savings time adjustments
 - m. Enter/modify analog alarm limits
 - n. Enter/modify analog warning limits
 - o. View limits
 - p. Enable/disable demand limiting for each meter
 - q. Enable/disable duty cycle for each load

C. Reports and Logs:

- 1. Reports shall be generated and directed to either CRT displays, printers or disk. As a minimum, the system shall allow the user to easily obtain the following types of reports:
 - a. A general listing of all points in the network
 - b. List of all points currently in alarm
 - c. List of all points currently in override status

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- d. List of all disabled points
 - e. List of all points currently locked out
 - f. DDC Controller trend overflow warning
 - g. List all weekly schedules
 - h. List of holiday programming
 - i. List of limits and deadbands.
 - j. Summaries shall be provided for specific points, for a logical point group, for a user-selected group or groups or for the entire facility without restriction due to the hardware configuration of the building automation system. Under no conditions shall the operator need to specify the address of the hardware controller to obtain system information.
2. Include reporting software package that allows operator to select, modify, or create reports using DDC system I/O point data available.
 3. Each report shall be definable as to data content, format, interval and date.
 4. Report data shall be sampled and stored on DDC controller, within storage limits of DDC controller, and then uploaded to archive on server for historical reporting.
 5. Operator shall be able to obtain real-time logs of all I/O points by type or status, such as alarm, point lockout, or normal.
 6. Reports and logs shall be stored on [workstation] [and] [server] hard drives in a format that is readily accessible by other standard software applications, including spreadsheets and word processing.
 7. Reports and logs shall be readily printed and set to be printed either on operator command or at a specific time each day.
- D. Standard Reports: Standard DDC system reports shall be provided and operator shall be able to customize reports later.
1. All I/O: With current status and values.
 2. Alarm: All current alarms, except those in alarm lockout.
 3. Disabled I/O: All I/O points that are disabled.
 4. Alarm Lockout I/O: All I/O points in alarm lockout, whether manual or automatic.
 5. Alarm Lockout I/O in Alarm: All I/O in alarm lockout that are currently in alarm.
 6. Alarm history.
- E. Custom Reports: Operator shall be able to easily define any system data into a daily, weekly, monthly, or annual report.
- F. Scheduling:
1. Monthly calendars for a 24-month period shall be provided which allow for simplified scheduling of holidays and special days in advance.
 2. Weekly schedules shall be provided for each building zone or piece of equipment with a specific occupancy schedule.
 3. Zone schedules shall be provided for each building zone. Each commandable point may have a unique schedule of operation relative to the zone's occupancy schedule, allowing for sequential starting and control of equipment within the zone.
 4. Holidays and special days shall be user-selected with the pointing device and shall automatically reschedule equipment operation.
 5. Collection and Analysis of Historical Data
 - a. Provide trending capabilities that allow the user to easily monitor and preserve records of system activity over an extended period of time. Any system point may

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be trended automatically at time-based intervals or changes of value, both of which shall be user definable. Trend data may be stored on hard disk for future diagnostics and reporting.

- b. Trend data report graphics shall be provided to allow the user to view all trended point data. Reports may be customized to include individual points or pre-defined groups of at least 6 points. Provide additional functionality to allow any trended data to be transferred easily to an off-the-shelf spreadsheet package such as Lotus 1-2-3a. This shall allow the user to perform custom calculations such as energy usage, equipment efficiency and energy costs and shall allow for generation of these reports on high-quality plots, graphs and charts.

2.14 GRAPHICS

- A. Provide Central Operator's Station with software and hardware as needed to meet requirements specified herein. Graphics are to be online programmable and under password control.
- B. System shall be provided with complete color graphics software package, such that graphics can be created by user from time of software installation, without need for additional hardware or software. Each operator work station shall support not less than 1,000 separate graphic pages. Contractor shall include developed graphics as approved by the Owner's representative for this project.
- C. Graphics program shall be fully user interactive, full color, incorporating the following capabilities:
 - 1. Up to 50 dynamic points of data per graphic page
 - 2. Animated objects for discrete points to illustrate point status
 - 3. On-line 'draw' utility
 - 4. Ability to import .PCX or .DXF file format graphics developed in third party programs
 - 5. "Page Linking" such that it is possible to "zoom" into a specific AHU or any other page through a sequence of graphics without using anything but the system mouse.
 - 6. Generate, store, and retrieve library symbols for use in generating graphic pages.
 - 7. Fifty (50) dynamic points of data per graphic page.
 - 8. Pixel level resolution. Graphics will be displayed on EGA monitors with a 640 X 350 resolution, and on VGA monitors with a 640 X 480 resolution, minimum. Color selections will be made from a color bar consisting of 16 colors, with adjacent text description.
 - 9. Animated objects for discrete points (i.e., when a pump starts, the pipe fills with water or when a damper shuts it goes closed on the screen).
 - 10. Analog bar graphs for analog points. The operator shall be able to locate up to 60 bar graphs per graphic page, with options as to bar graph color, dimensions, horizontal/vertical orientation, and limit values.
- D. Provide for import of .PCX file format graphics developed in third party programs such as Paintbrush. Such imported graphics shall be used as a "backdrop", so that all other dynamic and animated system features may be superimposed on this graphic. Similarly, it shall be possible to import CAD type drawings, by first converting the CAD drawing from .DXF format to .PCX format.
- E. The EMS contractor shall provide libraries of pre-engineered screens and symbols depicting standard air handling unit components (e.g., fans, cooling coils, filters, dampers, etc.), complete mechanical systems (e.g., constant volume-terminal reheat, VAV, etc.) and electrical symbols, so that Owner may develop graphics.

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- F. The graphic development package shall use a mouse or similar pointing device in conjunction with a drawing program to allow the user to perform the following:
1. Define symbols
 2. Position and size symbols
 3. Define background screens
 4. Define connecting lines and curves
 5. Locate, orient and size descriptive text
 6. Define and display colors for all elements
 7. Establish correlation between symbols or text and associated system points or other displays
- G. System shall allow graphical displays to be created to represent any logical grouping of system points or calculated data based upon building function, mechanical system, building layout or any other logical grouping of points which aids the operator in the analysis of the facility. To accomplish this, the user shall be able to build graphic displays that include point data from multiple DCU Controllers including Terminal Equipment Controllers used or DDC equipment.
- H. System Configuration and Definition
1. All temperature and equipment control strategies and energy management routines shall be definable by the operator. System definition and modification procedures shall not interfere with normal system operation and control.
 2. The system shall be provided complete with all equipment and documentation necessary to allow an operator to independently perform the following functions:
 - a. Add/delete/modify stand-alone DDC Controller panels
 - b. Add/delete/modify operator workstations
 - c. Add/delete/modify application specific controllers
 - d. Add/delete/modify points of any type and all associated point parameters and tuning constants
 - e. Add/delete/modify alarm reporting definition for points
 - f. Add/delete/modify control loops
 - g. Add/delete/modify energy management applications
 - h. Add/delete/modify time and calendar-based programming
 - i. Add/delete/modify totalization for points
 - j. Add/delete/modify historical data trending for points
 - k. Add/delete/modify custom control processes
 - l. Add/delete/modify any and all graphic displays, symbols and cross-reference to point data
 - m. Add/delete/modify dial-up telecommunication definition
 - n. Add/delete/modify all operator passwords. Add/delete/modify alarm messages
 3. Definition of operator device characteristics, DCU Controllers individual points, applications and control sequences shall be performed using instructive prompting software. a. Libraries of standard application modules such as temperature, humidity and static pressure control may be used as "building blocks" in defining or creating new control sequences. In addition, the user shall have the capability to easily create and archive new modules and control sequences as desired via a word processing type format. Provide a library of standard forms to facilitate definition of point characteristics. Forms shall be self prompting and incorporate a fill-in-the-blank approach for definition of all parameters. The system shall immediately detect an improper entry and automatically display an error message explaining the nature of the mistake.

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4. Inputs and outputs for any process shall not be restricted to a single DCU Controller, but shall be able to include data from any and all other network panels to allow the development of network-wide control strategies. Processes shall also allow the operator to use the results of one process as the input to any number of other processes (cascading).
5. Provide the capability to backup and store all system databases on the workstation hard disk. In addition, all database changes shall be performed while the workstation is on-line without disrupting other system operations. Changes shall be automatically recorded and downloaded to the appropriate DCU Controller. Similarly, changes made at the DCU Controllers shall be automatically uploaded to the workstation, ensuring system continuity. The user shall also have the option to selectively download changes as desired.
6. Provide context-sensitive help menus to provide instructions appropriate with operations and applications currently being performed.

I. Alarm Handling Software:

1. Include alarm handling software to report all alarm conditions monitored and transmitted through DDC controllers, gateways, and other network devices.
2. Alarm handling shall be active at all times to ensure that alarms are processed even if an operator is not currently signed on to DDC system.
3. Alarms display shall include the following:
 - a. Indication of alarm condition such as "Abnormal Off," "Hi Alarm," and "Low Alarm."
 - b. "Analog Value" or "Status" group and point identification with native language point descriptor such as "Space Temperature, Building 110, 2nd Floor, Room 212."
 - c. Discrete per point alarm action message, such as "Call Maintenance Dept. Ext-5561."
 - d. Include extended message capability to allow assignment and printing of extended action messages. Capability shall be operator programmable and assignable on a per point basis.
4. Alarms shall be directed to appropriate operator workstations, printers, and individual operators by privilege level and segregation assignments.
5. Send e-mail, page, text and voice messages to designated operators for critical alarms.
6. Alarms shall be categorized and processed by class.
 - a. Class 1:
 - 1) Associated with fire, security and other extremely critical equipment monitoring functions; have alarm, trouble, return to normal, and acknowledge conditions printed and displayed.
 - 2) Unacknowledged alarms to be placed in unacknowledged alarm buffer.
 - 3) All conditions shall cause an audible sound and shall require individual acknowledgment to silence audible sound.
 - b. Class 2:
 - 1) Critical, but not life-safety related, and processed same as Class 1 alarms, except do not require individual acknowledgment.
 - 2) Acknowledgement may be through a multiple alarm acknowledgment.

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c. Class 3:

- 1) General alarms; printed, displayed and placed in unacknowledged alarm buffer queues.
- 2) Each new alarm received shall cause an audible sound. Audible sound shall be silenced by "acknowledging" alarm or by pressing a "silence" key.
- 3) Acknowledgement of queued alarms shall be either on an individual basis or through a multiple alarm acknowledgement.
- 4) Alarms returning to normal condition shall be printed and not cause an audible sound or require acknowledgment.

d. Class 4:

- 1) Routine maintenance or other types of warning alarms.
- 2) Alarms to be printed only, with no display, no audible sound and no acknowledgment required.

7. Include an unacknowledged alarm indicator on display to alert operator that there are unacknowledged alarms in system. Operator shall be able to acknowledge alarms on an individual basis or through a multiple alarm acknowledge key, depending on alarm class.
8. To ensure that no alarm records are lost, it shall be possible to assign a backup printer to accept alarms in case of failure of primary printer.

J. Trends:

1. Trend all I/O point present values, set points, and other parameters indicated for trending.
2. Trends shall be associated into groups, and a trend report shall be set up for each group.
3. Trends shall be stored within DDC controller and uploaded to hard drives automatically on reaching 75% of DDC controller buffer limit, or by operator request, or by archiving time schedule.
4. Trend intervals shall be operator selectable from 10 seconds up to 60 minutes. Set trend intervals for each I/O point after review with Owner and CxA.
5. When drive storage memory is full, most recent data shall overwrite oldest data.
6. Archived and real-time trend data shall be available for viewing numerically and graphically by operators.

2.15 GRAPHICS PAGES LAYOUT AND QUALITY

- A. All proposed graphics pages are to be submitted to engineer for approval prior to uploading to system.
 1. After uploading graphics pages to system, cooperate with Engineer and Owner to fine tune graphics pages with respect to layout, formatting, points displayed, etc.
- B. Schematic representation of all equipment and system graphics must be accurate and representative of the actual installed field conditions, such as respective locations of indicated devices, air flow patterns, etc. Changes in the field installation, variances in equipment installed versus equipment specified, etc., will require controls subcontractor to revise graphics.
- C. Control and monitored points for any system may be presented solely in tabular form, without graphic representation, only with prior approval of Engineer. Otherwise, a graphical page showing system schematic must be provided for each system.

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- D. Where Modbus or Bacnet interface with equipment controllers is provided, all readable / writeable points available must be accessible via BAS. Of these total number of points, a limited, select number of critical points must be displayed on a dedicated graphics page, accessible by clicking on the schematic of the equipment/system with which associated.
1. Provide Engineer with latest updated list of Bacnet or Modbus points, names and addresses from equipment manufacturer.
 - a. Where selected Bacnet points to display are not designated in drawings or these specifications, budget for displaying up to 24 such points to be selected by Engineer and/or Owner from the latest updated list of Bacnet or Modbus points for equipment being monitored.
 2. Equipment manufacturer's point names are often unclear or ambiguous as to what they actually reference. Contractor will modify any point text descriptor per Engineer and/or Owner direction so than the meaning is absolutely clear.
- E. Building floor plans
1. Building floor plans are to indicate clearly separate HVAC zones. Distinction between HVAC zones may be illustrated by a variety of means acceptable to Engineer, including darker lines surrounding the zone, color variations, superimposed duct layouts, etc. A clear indication of the extent of floor plan served by each unit must be given. Depending upon temperature-dependent color-coding
 2. Engineer endeavors to provide current floor layouts in contract drawings. However, Owner may modify buildings by adding doors or walls, etc. If necessary due to changes in building floor plans, revise graphics to show accurate wall and door locations.
 3. All building floor plans must indicate final room numbers (exceptions to include only very small rooms which have no thermostat, such as janitor's closets, etc.). Prior to producing floor plan graphics, confirm in writing from Owner and/or Architect what final room numbers are. Graphics display for special purpose rooms, such as Gyms, Cafeterias, Band Halls, etc., must show this generic name of room in addition to room number (if it is indicated on drawings).
 4. Locations of all major equipment (VAV boxes, air handlers, exhaust fans, chillers, boilers, pumps, etc.) are to be indicated on floor plans, along with a clear indication of the area each serves.
 5. Floor plan graphic of each zone is to be color-coded, displaying different colors to show space conditions are within or out of specified temperature range.
 6. All temperature, relative humidity, and CO2 sensors locations are to be indicated on floor plans in actual position where installed. A clear indication of which unit(s) is controlled by that sensor must be given (such as by a dashed or curved line connecting the two).
 7. Actual readings of temperature, relative humidity, and CO2 sensors are to be indicated on floor plans.
- F. Graphics text
1. All text displayed on graphic must be large enough to be clearly and easily readable. Font colors must be chosen for good contrast against background so that they are clearly and easily readable. Super-position of separate text lines overlapping one another or overlapping other iconography is not acceptable.
 2. Text wording for labeled points must be clear and easily understood to any person with moderate experience with HVAC systems.

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3. Not all text must have identical font and style on each individual graphic page. Use of varying size and style is required and helpful in identifying and distinguishing important values. However, use consistent font size and style for displaying parameters of similar nature or importance.
4. Text for all parameters must be so positioned on graphics screens that it is unquestionably obvious to what symbols, equipment, or values it applies. This is typically done by placing the text very close to the item to which it applies. Where graphics prevent this (e.g. where it would be too crowded and therefore unclear), use arrows or lines connecting value to the item.
5. Equipment indicated in graphics must be identified with the precise name as indicated in drawings in order to facilitate cross-referencing between graphics and drawings. Where equipment name has changed or Owner desires it be changed, make such modification on final graphics pages.
6. Symbols for devices such as smoke detectors, cut-out safety switches, filter dP sensors, heating or cooling coils, etc., must be labeled so that it is unambiguously clear what the symbol represents.
7. Spelling on graphics pages must be correct.

G. Specified Points

1. *At a minimum*, every input and output listed as a point in bid documents must be displayed graphically.

H. Units

1. Units for all parameters are to be listed on graphics screens or other screens. Use the following nomenclature, or other only as approved by Engineer.
 - a. Commanded state: On/Off or Off/Enable, as appropriate
 - b. Variable speed motor (e.g. fan or pump) commanded speed: % of full speed
 - 1) It is unacceptable to display BAS output signal to VFD when such signal does not correspond to the actual VFD/fan speed. Coordinate closely with VFD programming such that speed indication on BAS screen exactly matches actual VFD speed.
 - c. Variable speed motor (e.g. fan or pump) speed feedback: % of full speed feedback
 - d. Duct static pressure and duct static pressure setpoint: in. WC, or "wc, following by 'setpoint' when value displayed is the setpoint
 - e. Temperature: °F, or deg F, or simply 'F'
 - 1) Outside air temperature: OAT
 - 2) Discharge or supply air temperature: use either DAT or SAT
 - 3) Return air temperature: RAT
 - f. Relative humidity: % RH
 - g. Valve or damper analog output commanded position: % open
 - 1) For cooling tower bypass valves, add descriptive text such as "% open to bypass")
 - h. Valve or damper analog output feedback position: % open / position feedback
 - i. CO2 reading and CO2 setpoint: ppm
 - j. Hydronic system pressure: psi
 - k. Hydronic system differential pressure: psi dP, or psi ΔP

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- l. Chiller cooling load: Tons
 - m. Refrigerant system pressure: psi
 - n. Alarm state of any point: Alarm / Normal
 - o. Air flow: CFM
 - p. Water flow: GPM
 - q. Light level: fc (footcandles)
 - r. Filter status: Dirty / Clean for digital, in. WC, or "wc for analog
 - s. Power and energy: kWh, kW, KVA.
2. For any additional parameters not specifically listed above, use similarly descriptive, standardly accepted units designations, approved by Engineer.
 3. Consistent nomenclature for points must be used throughout all graphics pages.
 4. Graphics text **MUST** distinguish between On/Off and Off/Enable digital output points. Typical Off/Enable items include chillers, boilers, DX units, etc. Typical On/Off items include fan motors, pumps, etc. Do not indicate a status or command value of “ON” for equipment that is actually controlled as Off/Enable.
 5. **Numerical values for all units are to be displayed to decimal point values truncated to a level commensurate with the accuracy of the sensor.** Unless otherwise noted, display values to the following decimal accuracy:
 - a. List to 0 decimal points accuracy: Variable speed drive speed, relative humidity, % valve and damper position, CO2 concentration, water flow, air flow, gallons, kWh, KVA, kW, amps.
 - b. List to 1 decimal point accuracy: Temperature sensor inputs, temperature setpoints, duct static pressure, and voltage.
 - c. List to 2 decimal point accuracy: Building static pressure.
- I. Reset schedules
1. ALL reset schedules specified in operating sequences must be clearly indicated on the screen of the equipment to which it applies. (For example, a chilled water supply temperature reset schedule versus outside air temperature must be listed on the chiller graphic page.) All values in this reset schedule are to be operator adjustable by clicking on the value within the reset schedule.
- J. Forced parameters
1. Provide a clear indication on graphic screen when automatic control or readout of any point (command or status, input or output, analog or digital) has been overridden (usually referred to as being placed in Operator or Forced or Manual mode). This may be done in a variety of ways acceptable to engineer (such as placing a large, bold M next to the point, having the point value flash red, placing a dashed rectangle around it, etc.)
 2. The indication of a point being in Forced mode must be placed on the main graphic screen of the equipment such that Operator is not required to access other backup screens to see which points are Forced.
- K. Provide navigation icons or “linkages” for major systems pages or major equipment items to allow the operator to switch quickly from one major system or building area screen to another.
- L. Indication of equipment Status
1. Graphics must make clear with no ambiguity the meaning of the term “Status” (often as applied to equipment such as boilers and chillers, the meaning is not intuitively clear).

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- a. When Status indicates presence or absence of an alarm, it must be labeled “Alarm Status”.
- b. When Status indicates an actual on/off or operating state of equipment, specifically indicate what status is being provided. For example, if the Status point reads whether the burner is firing or not, it must be labeled “Burner Status”; if the Status point reads whether a chiller compressor is On or not, it must be labeled “Compressor Status”; if the Status point simply indicates whether a piece of equipment has received an Enable command or not, it must be labeled “Status: Equipment Enabled”.

2.16 DDC CONTROLLERS

- A. DDC system shall consist of a combination of network controllers, programmable application controllers and application-specific controllers to satisfy performance requirements indicated.
- B. DDC controllers shall perform monitoring, control, energy optimization and other requirements indicated.
- C. DDC controllers shall use a multitasking, multiuser, real-time digital control microprocessor with a distributed network database and intelligence.
- D. Each DDC controller shall be capable of full and complete operation as a completely independent unit and as a part of a DDC system wide distributed network. The digital system controllers shall perform full control automation functions regardless of the condition of communications with the Central Operator's Station.
- E. Environment Requirements:
 1. Controller hardware shall be suitable for the anticipated ambient conditions.
 2. Controllers located in conditioned space shall be rated for operation at 32 to 120 deg F.
 3. Controllers located outdoors shall be rated for operation at 32 to 150 deg F.
- F. Power and Noise Immunity:
 1. Controller shall operate at 90 to 110 percent of nominal voltage rating and shall perform an orderly shutdown below 80 percent of nominal voltage.
 2. Operation shall be protected against electrical noise of 5 to 120 Hz and from keyed radios with up to 5 W of power located within 36 inches (900 mm) of enclosure.
- G. DDC Controller Spare Processing Capacity:
 1. Include spare processing memory for each controller. RAM, PROM, or EEPROM will implement requirements indicated with the following spare memory:
 - a. Network Controllers: 50 percent.
 - b. Programmable Application Controllers: Not less than 50 percent.
 - c. Application-Specific Controllers: Not less than 50 percent.
 2. Memory shall support DDC controller's operating system and database and shall include the following:
 - a. Monitoring and control.

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- b. Energy management, operation and optimization applications.
 - c. Alarm management.
 - d. Historical trend data of all connected I/O points.
 - e. Maintenance applications.
 - f. Operator interfaces.
 - g. Monitoring of manual overrides.
- H. DDC Controller Spare I/O Point Capacity: Include spare I/O point capacity for each controller as follows:
- 1. Network Controllers:
 - a. 20 percent of each AI, AO, BI, and BO points connected to controller.
 - b. Minimum Spare I/O Points per Controller:
 - 1) AIs: Two.
 - 2) AOs: Two.
 - 3) BIs: Two.
 - 4) BOs: Two.
 - 2. Programmable Application Controllers:
 - a. Minimum Spare I/O Points per Controller:
 - 1) AIs: Two.
 - 2) AOs: Two.
 - 3) BIs: Two.
 - 4) BOs: Two.
 - 3. Application-Specific Controllers:
 - a. Minimum Spare I/O Points per Controller:
 - 1) AIs: Two.
 - 2) AOs: Two.
 - 3) BIs: Two.
 - 4) BOs: Two.

2.17 NETWORK CONTROLLERS

- A. General Network Controller Requirements:
- 1. Include adequate number of controllers to achieve performance indicated.
 - 2. System shall consist of one or more independent, standalone, microprocessor-based network controllers to manage global strategies indicated.
 - 3. Controller shall have enough memory to support its operating system, database, and programming requirements.
 - 4. Data shall be shared between networked controllers and other network devices.
 - 5. Operating system of controller shall manage input and output communication signals to allow distributed controllers to share real and virtual object information and allow for central monitoring and alarms.
 - 6. Controllers shall have a real-time clock.

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7. Controller shall continually check status of its processor and memory circuits. If an abnormal operation is detected, controller shall assume a predetermined failure mode and generate an alarm notification.
8. Controllers shall be fully programmable.

B. Serviceability:

1. Controller shall be equipped with diagnostic LEDs or other form of local visual indication of power, communication, and processor.
2. Wiring and cable connections shall be made to field-removable, modular terminal strips or to a termination card connected by a ribbon cable.
3. Controller shall maintain BIOS and programming information in event of a power loss for at least 72 hours.

2.18 PROGRAMMABLE APPLICATION CONTROLLERS

A. General Programmable Application Controller Requirements:

1. Include adequate number of controllers to achieve performance indicated.
2. Software applications shall reside and operate in controllers. Editing of applications shall occur at operator workstations. Controllers shall be configured to use stored default values to ensure fail-safe operation.
3. Controller shall have enough memory to support its operating system, database, and programming requirements.
4. Data shall be shared between networked controllers and other network devices.
5. Operating system of controller shall manage input and output communication signals to allow distributed controllers to share real and virtual object information and allow for central monitoring and alarms.
6. Controllers that perform scheduling shall have a real-time clock.
7. Controller shall continually check status of its processor and memory circuits. If an abnormal operation is detected, controller shall assume a predetermined failure mode and generate an alarm notification.
8. Controllers shall be fully programmable.
9. Controller shall be equipped with diagnostic LEDs or other form of local visual indication of power, communication, and processor.
10. Controller shall maintain BIOS and programming information in event of a power loss for at least 72 hours.

2.19 APPLICATION-SPECIFIC CONTROLLERS

A. Description: Microprocessor-based controllers, which through hardware or firmware design are dedicated to control a specific piece of equipment. Controllers are not fully user-programmable but are configurable and customizable for operation of equipment they are designed to control.

1. Capable of standalone operation and shall continue to include control functions without being connected to network.
2. Data shall be shared between networked controllers and other network devices.

B. Communication: Application-specific controllers shall communicate with other application-specific controller and devices on network, and to programmable application and network controllers.

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2.20 SENSORS & FIELD DEVICES

A. All sensors and field devices shall be of commercial grade quality and shall be installed according to the manufacturer's recommendations. Outdoor damper actuators shall be rated for exterior service and provided in weatherproof UV-inhibited housing.

B. Temperature Sensors (General)

1. All temperature inputs for the automation system shall be derived directly from analog inputs from electronic temperature sensors. Transducing of pneumatic sensor signals shall not be acceptable.
2. Temperature sensing elements shall be RTD type, thermistor type, or solid state sensors, as specified in drawings or points list. All sensors of a particular type shall be from the same manufacturer.
3. Characteristics for temperature sensors:
 - a. Interchangeability of +/- 0.2% at the reference temperature.
 - b. Time constant response to temperature change shall be less than three seconds per degree F.
 - c. Sensors shall be linear, drift free, and require only a one time calibration. Sensing elements shall be factory calibrated.
 - d. The sensing elements shall be hermetically sealed.
 - e. Additional linearizing, ranging, and lead length compensation may be accomplished in software if required to meet the accuracies specified within.
4. Expected temperature sensor operating range and end to end accuracy, including errors associated with sensor, transmitter (if applicable), leadwire and A/D conversion shall be as follows:

| <u>Sensed Element</u> | <u>Expected Oper. Range</u> | <u>Sensor Accuracy</u> |
|-----------------------------|---------------------------------|----------------------------|
| a. Return air | 40 to 100°F | 0.5°F |
| b. Indoor space temperature | 40 to 100°F | 0.5°F |
| c. Outside air | 0 to 125°F | 0.5°F |

C. Adjustable Limited Range Wall Temperature Sensors (Thermostats)

1. **General: All wall sensors installed as part of this project shall have adjustable limited range setpoint adjustment function.**
 - a. 10K-2-R-SOD (10K, DA, Cool / Warm, OVR). Override option shall be provided.
 - b. Setpoint limits shall be adjustable via the COS and password protected.
 - c. Unit shall have a built in processor and shall communicate with local controller.
 - d. Unit shall have an LCD display for space temperature and on / off state
 - e. Unit shall have a password protection function to restrict access to service mode.
 - f. Provide extra thermostats: 5 of each type.
2. **Following areas shall have sensors with override option in addition to adjustable setpoint range function: all sensors in Administration, Gym.**

D. Humidity Sensors: Bulk polymer sensor element.

1. Bulk polymer sensor element. Install humidity sensors in the space and not in ductwork unless specifically noted. Coordinate locations of duct mounted sensors with Engineer.
 - a. Accuracy: 5 percent full range with linear output.
 - b. Room Sensors: With locking cover matching room thermostats, span of 25 to 90 percent relative humidity.
 - c. Duct and Outside-Air Sensors: With element guard and mounting plate.

E. Carbon Dioxide (CO2) sensors:

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1. CO2 sensor shall monitor indoor carbon dioxide (CO2) levels in accordance with ASHRAE standard 62-2004. Complete kit shall include optional aspiration box for mounting sensor inside return air duct.
 2. Sensor shall have a 4 - 20 mA linear output over a range of 0 - 5000 ppm of CO2. A SPDT shall be provided for local control or alarm output.
 3. **Provide sensor with LCD readout.**
 4. Power: 24VAC or DC at 400mA max.
 5. Measuring range: 0-2000 ppm
 6. Accuracy: 40 ppm + 2% of reading
 7. Analog output: 4-20 mA
 8. Control relay: N.O. SPST, 0.75 amp at 24VAC/VDC
 9. Operating temperature: 32° - 122°F
 10. Operating humidity: 5-95% non-condensing
 11. Calibration adjustment: zero to span
 12. Min. req. calibration: One year
 13. Unit enclosure: UL fire rated
 14. Aspiration box: High impact styrene
- F. Equipment operation sensors as follows:
1. Status Inputs for Electric Motors: Current-sensing relay with current transformers, adjustable and set to 175 percent of rated motor current.
 2. Electronic Valve/Damper Position Indication: Visual scale indicating percent of travel and 2- to 10-V dc, feedback signal.
- G. Equipment on/off control shall use either momentary pulsed relays or magnetically latched relays, as appropriate for the equipment's control starter. Interfacing controls shall be configured such that in its last commanded state. All equipment safeties and interlocks shall remain active, and will not be bypassed by new EMS controls. For motors with VFDs provide On/Off Control as appropriate VFD terminals.
- H. Watthour Transducers: Shall have an accuracy of +/- 2.5% at 0.5 power factor to 2.0% at 1 power factor for KW and KWH outputs. Output signals for KW and KWH shall be internally selectable without requiring the changing of current or potential transformers. Current and potential transformers shall be in accordance with ANSI C57.13.
- I. Voltage Outputs: Variable voltage outputs shall provide a voltage signal from 0 to 20 volts. All voltage outputs shall be fuse protected against shorts to 120 volts AC and capable of withstanding a short ground indefinitely. All voltage outputs shall be protected against + or - 1500 volts, 50 microseconds transients. Voltage outputs shall have a resolution of 0.1 volts.
- J. Current Outputs: Variable current outputs shall be a sinking type and shall provide 0 to 20 milliamps with a resolution of 0.1 mA and a compliance of 20 volts minimum. All current outputs shall be fuse protected to 120 volts AC and protected against + or - 1500 volts, 50 microsecond transients.
- K. Pressure Sensors: Pressure sensors and differential pressure sensors shall be piezo-resistive strain-gauge with temperature compensation. Sensors shall be selected to provide linear indication with an adequate span for the application. Sensor shall be 0 - 10 V or 4 - 20 mA. Insure sensors are rated to operate at temperature of sensed media. Sensors shall have an accuracy of 1% of full scale. Sensors shall accept overpressures of at least 120 psig, at any port, without damaging the sensor.

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- L. Motor On/Off Status: Unless otherwise specified, status shall be proven using current sensing relays connected at VFDs and calibrated for minimal operating speed.
- M. Hardware Overrides: A three position manual override switch shall allow selection of the ON, OFF, or AUTO outputs state for each output point. In addition, all analog output points shall be equipped with an override potentiometer to allow manual adjustment of the analog output signal over its full range, when the 3 position manual override switch is placed in the ON position.
- N. Damper Actuators
 1. Electronic direct-coupled actuation shall be provided.
 2. The actuator shall be direct-coupled over the shaft, enabling it to be mounted directly to the damper shaft without the need for connecting linkage. The fastening clamp assembly shall be of a 'V' bolt design with associated 'V' shaped toothed cradle attaching to the shaft for maximum strength and eliminating slippage. Spring return actuators shall have a 'V' clamp assembly of sufficient size to be directly mounted to an integral jackshaft of up to 1.05 inches when the damper is constructed in this manner. Single bolt or screw type fasteners are not acceptable.
 3. The actuator shall have electronic overload or digital rotation sensing circuitry to prevent damage to the actuator throughout the entire rotation of the actuator. Mechanical end switches or magnetic clutch to deactivate the actuator at the end of rotation are not acceptable.
 4. For power failure/safety applications, an internal mechanical spring return mechanism shall be built into the actuator housing. Non-mechanical forms of fail-safe operation are not acceptable.
 5. All spring return actuators shall be capable of both clockwise or counterclockwise spring return operation by simply changing the mounting orientation.
 6. Proportional actuators shall accept a 0 to 10VDC or 0 to 20mA control input and provide a 2 to 10VDC or 4 to 20mA operating range. An actuator capable of accepting a pulse width modulating control signal and providing full proportional operation of the damper is acceptable. All actuators shall provide a 2 to 10VDC position feedback signal.
 7. All 24VAC/DC actuators shall operate on Class 2 wiring and shall not require more than 10VA for AC or more than 8 watts for DC applications. Actuators operating on 120VAC power shall not require more than 10VA. Actuators operating on 230VAC shall not require more than 11VA.
 8. All non-spring return actuators shall have an external manual gear release to allow manual positioning of the damper when the actuator is not powered. Spring return actuators with more than 60 in-lb torque shall have a manual crank for this purpose.
 9. All modulating actuators shall have an external, built-in switch to allow reversing direction of rotation.
 10. Actuators shall be provided with a conduit fitting and a minimum 3ft electrical cable and shall be pre wired to eliminate the necessity of opening the actuator housing to make electrical connections.
 11. Actuators shall be Underwriters Laboratories Standard 873 listed and Canadian Standards Association Class 4813 02 certified as meeting correct safety requirements and recognized industry standards.
 12. Actuators shall be designed for a minimum of 60,000 full stroke cycles at the actuator's rated torque and shall have a 2-year manufacturer's warranty, starting from the date of installation. Manufacturer shall be ISO9001 certified.
- O. Field Testing and Programming Equipment: A portable laptop or notebook computer shall interface via standard push-in connection at an asynchronous serial port located at the Control modules and at selected enhanced zone temperature sensors as indicated on project plans. This portable unit shall be capable of full global communications with all Control modules connected

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within the respective network and shall provide functionally identical user interface to the Workstation, in non-graphic format. Units shall be able to interrogate all points and alter all programming.

2.21 ENCLOSURES

A. General Enclosure Requirements:

1. House each controller and associated control accessories in an enclosure. Enclosure shall serve as central tie-in point for control devices such as switches, transmitters, transducers, power supplies and transformers. Do not house more than one controller in a single enclosure.
2. Include enclosure door with key locking mechanism. Key locks alike for all enclosures and include one pair of keys per enclosure.
3. Enclosures shall be NRTL listed according to UL 508A.
4. Enclosures constructed of steel, finished inside and out with polyester powder coating electrostatically applied and then baked to bond to substrate.
5. Hinged door full size of front face of enclosure and supported using:
 - a. Enclosures sizes less than 36 in. (900 mm) tall: Multiple butt hinges.
 - b. Enclosures sizes 36 in. (900 mm) tall and larger: Continuous piano hinges.

B. Internal Arrangement:

1. Internal layout of enclosure shall group and protect components associated with a controller, but not an integral part of controller.
2. Arrange layout to group similar products together.
3. Include a barrier between line-voltage and low-voltage electrical and electronic products.
4. Factory or shop install products, tubing, cabling and wiring complying with requirements and standards indicated.
5. Terminate field cable and wire using heavy-duty terminal blocks.
6. Include spade lugs for stranded cable and wire.
7. Install a maximum of two wires on each side of a terminal.
8. Include enclosure field power supply with a toggle-type switch located at entrance inside enclosure to disconnect power.
9. Include enclosure with a line-voltage nominal 20-A GFCI duplex receptacle for service and testing tools. Wire receptacle on hot side of enclosure disconnect switch and include with a 5-A circuit breaker.
10. Mount products within enclosure on removable internal panel(s).
11. Include products mounted in enclosures with engraved, laminated phenolic nameplates (black letters on a white background). The nameplates shall have at least 1/4-inch- (6-mm-) high lettering.
12. Route tubing cable and wire located inside enclosure within a raceway with a continuous removable cover.

C. Environmental Requirements:

1. Evaluate temperature and humidity requirements of each product to be installed within each enclosure.
2. Calculate enclosure internal operating temperature considering heat dissipation of all products installed within enclosure and ambient effects (solar, conduction and wind) on enclosure.

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3. Where required by application, include temperature-controlled electrical heat to maintain inside of enclosure above minimum operating temperature of product with most stringent requirement.
4. Where required by application, include temperature-controlled ventilation fans with filtered louver(s) to maintain inside of enclosure below maximum operating temperature of product with most stringent requirement.
5. Include temperature-controlled cooling within the enclosure for applications where ventilation fans cannot maintain inside temperature of enclosure below maximum operating temperature of product with most stringent requirement.
6. Where required by application, include humidity-controlled electric dehumidifier or cooling to maintain inside of enclosure below maximum relative humidity of product with most stringent requirement and to prevent surface condensation within enclosure.

2.22 RELAYS

A. All:

1. Heavy duty, rated for at least 10 A at 250-V ac and 60 Hz.
2. Construct the contacts of either silver cadmium oxide or gold.
3. Relay enclosed in a dust-tight cover.
4. Coil transient suppression to limit transients to non-damaging levels.
5. Plug each relay into an industry-standard, 35-mm DIN rail socket. Plug all relays located in control panels into sockets that are mounted on a DIN rail.
6. Mechanical Life: At least 10 million cycles.
7. Electrical Life: At least 100,000 cycles at rated load.
8. Timing Ranges: Multiple ranges from 0.1 seconds to 100 minutes.
9. Timing Ranges, where applicable: Multiple ranges from 0.1 seconds to 100 minutes.
10. Repeatability: Within 2 percent.
11. Recycle Time: 45 ms.
12. Minimum Pulse Width Control: 50 ms.
13. Power Consumption: 5 VA or less at 120-V ac.
14. Ambient Operating Temperatures: Minus 40 to 115 deg F (Minus 40 to 46 deg C).
15. General-Purpose Relays: With LED indication and a manual reset and push-to-test button.
16. Multifunction Time-Delay Relays: With knob and dial scale for setting delay time.

B. Current Sensing Relay:

1. Monitors ac current.
2. Independent adjustable controls for pickup and dropout current. Choose relay size to be able to read smallest current from motor at lowest speed.
3. Energized when supply voltage is present and current is above pickup setting.
4. De-energizes when monitored current is below dropout current.
5. Dropout current adjustable from 50 to 95 percent of pickup current.
6. Include a current transformer, if required for application.
7. House current sensing relay and current transformer in its own enclosure. Use NEMA 250, Type 12 enclosure for indoors and NEMA 250, Type 4 for outdoors.

2.23 UNINTERRUPTABLE POWER SUPPLY (UPS) UNITS

A. 250 through 1000 VA:

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1. UPS units shall provide continuous, regulated output power without using their batteries during brown-out, surge, and spike conditions.
2. Load served shall not exceed 75 percent of UPS rated capacity, including power factor of connected loads.
3. UPS shall provide up to 15 minutes of battery power.
4. Performance:
 - a. Input Voltage: Single phase, 120- or 230-V ac, compatible with field power source.
 - b. Load Power Factor Range (Crest Factor): 0.65 to 1.0.
 - c. Output Voltage: 101- to 132-V ac, while input voltage varies between 89 and 152-V ac.
 - d. On Battery Output Voltage: Sine wave.
 - e. Inverter overload capacity shall be minimum 150 percent for 30 seconds.
 - f. Recharge time shall be a maximum of six hours to 90 percent capacity after full discharge to cutoff.
 - g. Transfer Time: 6 ms.
 - h. Surge Voltage Withstand Capacity: IEEE C62.41, Categories A and B; 6 kV/200 and 500 A; 100-kHz ringwave.
5. UPS shall be automatic during fault or overload conditions.
6. Include front panel with power switch and visual indication of power, battery, fault and temperature.

2.24 SURGE PROTECTION

- A. Zener diodes, silicone avalanche diode, optical isolation, varistors, or combination thereof.
- B. Transient protection
 1. Communications LAN:
 - a. Provide surge protection equipment sized specifically for expected operating current of LAN.
 - b. Exceeds severity level 4 of IEC 801-4.
 - c. Operating voltage: 12 volts.
 - d. Maximum operating current: 200 mA
 - e. Clamping action turn-on: 14.3 volts
 - f. Maximum clamping at 2 kW (8 x 20 microsecond wave): 22 volts
 - g. Maximum surge voltage: 20 kV
 - h. Maximum surge current (8 x 20 microsecond wave): 2.5 kA
 - i. Current leakage at perating voltage: 5 microamps
 - j. As manufactured by Surge Control Limited, SPR series, or approved equal.
 2. Power supply:
 - a. Provide surge protection equipment sized specifically for expected operating current of DDC controller.
 - b. Exceed recommendations for ANSI / IEEE C62.41-1991 Categories A3 and B3 and UL1449.
 - c. Design such that suppressor does not "wear out" with repeated surges.
 - d. CSA certified and UL recognized.
 - e. EMI / RFI filtering.
 - f. Differential and common mode suppression and filtering.
 - g. Less than 5 nanosecond response time.
 - h. Maximum transient voltage 6 kV.

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- i. Maximum transient current 3 kA.
- j. Minimum clamping turn-on, 210 volts.
- k. Maximum clamping voltage, (I-test):
 - 1) line to neutral — 245 volts.
 - 2) line to ground — 245 volts.
 - 3) neutral to ground — 245 volts.
- l. Maximum clamping voltage @ 3 kA:
 - 1) line to neutral — 325 volts.
 - 2) line to ground — 430 volts.
 - 3) neutral to ground — 430 volts.
- m. As manufactured by Surge Control Limited, SPP-1200 series, or approved equal.

C. Protective devices shall be continuous duty, automatic and self restoring.

2.25 CONTROL WIRE AND CABLE

- A. 7/24 soft annealed copper strand with a 2- to 2.5-inch (50- to 65-mm) lay.
- B. Plenum rated LAN and Communication Cable complying with NFPA 70 and DDC system manufacturer requirements for network being installed.

2.26 CONTROL POWER WIRING AND RACEWAYS

- A. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems" for electrical power raceways and boxes.
- B. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" electrical power conductors and cables.

2.27 IDENTIFICATION

- A. Provide engraved phenolic tag, fastened with drive pins with min. 0.5" high white lettering on black background, bearing unique identification nomenclature for control equipment and devices.

PART 3 - EXECUTION

3.1 PRE-INSTALLATION MEETINGS

- A. **Pre-installation Conference:** Schedule and attend conference at location of owner's choosing. Mandatory attendees include representatives from BAS contractor, Owner, Engineer, and Commissioning Authority.

3.2 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work. Verify compatibility with and suitability of substrates. Examine roughing-in for products to verify actual locations of connections before installation. Examine walls, floors, roofs, and ceilings for suitable conditions where product will be installed.

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- B. Prepare written report listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 DDC SYSTEM INTERFACE WITH OTHER SYSTEMS AND EQUIPMENT

- A. Coordinate with Owner for provision of required communication infrastructure that is Owner's responsibility, including data drops, IP addresses, etc.
- B. Communication Interface to Equipment with Integral Controls: DDC system shall have communication interface with equipment having integral controls and having a communication interface for remote monitoring or control. [Reference drawings for equipment to be connected.](#)

3.4 GENERAL INSTALLATION REQUIREMENTS

- A. The I/O Summary on the drawings is provided as a list of the minimum points required. Provide all controls points, temperature sensors, relays, actuators, and devices necessary to achieve operational sequences at no additional cost to the Owner, whether explicitly called for or not in this specification. Coordinate with all sub-contractors to ensure all items are provided and installed.
- B. Install in accordance with manufacturer's instructions.
- C. Controls Contractor is responsible for complete operational installation of system, including, but not limited to the following:
 - 1. Electrical power supply to all control system components, including but not limited to; controllers, actuators, sensors, from dedicated circuits in electrical panels.
 - 2. Complete installation of duct-mounted components, including but not limited to: temperature, relative humidity, pressure, and CO2 sensors, and dampers/actuators.
 - 3. Complete installation of pipe-mounted components, including but not limited to: control valves and actuators, temperature sensors, pressure sensors.
- D. All electrical material and installation shall be in accordance with local applicable codes and requirements of Division 26. All automation system equipment supplied shall be provided with adequate grounding in accordance with the manufacturer's specifications and suggested engineering applications procedures. These requirements shall include, but not be limited to:
 - 1. A "clean earth ground" for all FCUs and central operator's station.
 - 2. No "ground mixing" between equipment components.
 - 3. Insulation of all panels from metal conduits.
 - 4. Equal-potential grounding for equipment where required.
- E. Identification:
 - 1. Provide a permanent, stick-on tape marker [on the inside cover](#) of the space sensor (e.g. temperature, RH) to identify the name of the HVAC unit associated with the sensor.
 - 2. Provide within each enclosure with a complete set of as-built schematics, tubing, and wiring diagrams and product literature for that particular controller.
 - 3. Label each end of cable, wire and tubing in enclosures following an approved identification system that extends from field I/O connection and all intermediate connections throughout length to controller connection. [Use printed labels, not hand-written.](#)

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4. Identify all controller enclosures with **1/8 inch** thick plastic labels not less than **3 x 1.25 inches**. Fasten with stainless-steel rivets or self-tapping screws or contact-type permanent adhesive, compatible with label and with substrate
- F. Install products to satisfy more stringent of all requirements indicated.
- G. Install products level, plumb, parallel, and perpendicular with building construction. Support products, tubing, piping wiring and raceways. Brace products to prevent lateral movement and sway or a break in attachment.
- H. If codes and referenced standards are more stringent than requirements indicated, comply with requirements in codes and referenced standards.
- I. Fabricate openings and install sleeves in ceilings, floors, roof, and walls required by installation of products. Before proceeding with drilling, punching, and cutting, check for concealed work to avoid damage. Patch, flash, grout, seal, and refinish openings to match adjacent condition.
- J. Seal penetrations made in fire-rated assemblies and in acoustically rated assemblies in accordance with applicable fire codes.
- K. Fastening Hardware:
 1. Stillson wrenches, pliers, and other tools that damage surfaces of rods, nuts, and other parts are prohibited for work of assembling and tightening fasteners.
 2. Tighten bolts and nuts firmly and uniformly. Do not overstress threads by excessive force or by oversized wrenches.
 3. Lubricate threads of bolts, nuts and screws with graphite and oil before assembly.
- L. Install products in locations that are accessible and that will permit service and maintenance from floor, equipment platforms, or catwalks without removal of permanently installed furniture and equipment.
- M. Corrosive Environments:
 1. Avoid or limit use of materials in corrosive airstreams and environments, including, but not limited to, the following:
 - a. Laboratory exhaust-air streams.
 - b. Process exhaust-air streams.
 2. When conduit is in contact with a corrosive airstream and environment, use Type 316 stainless-steel conduit and fittings or conduit and fittings that are coated with a corrosive-resistant coating that is suitable for environment. Comply with requirements for installation of raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
 3. Where instruments are located in a corrosive airstream and are not corrosive resistant from manufacturer, field install products in NEMA 250, Type 4X enclosure constructed of Type 316L stainless steel.

3.5 CONTROLLER INSTALLATION

- A. Quantity and location of network and programmable application controllers shall be determined by DDC system manufacturer to satisfy requirements indicated.

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- B. Install controllers in enclosures to comply with indicated requirements in a protected location that is easily accessible by operators.
- C. Test and adjust controllers to verify operation of connected I/O to achieve performance indicated requirements while executing sequences of operation.

3.6 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and installations, including connections.
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.7 DDC SYSTEM I/O CHECKOUT, ADJUSTMENT, CALIBRATION AND TESTING

- A. Prepare and submit a report to Engineer and Commissioning Authority documenting results for checking, adjustment, calibration, testing. Include a description of corrective measures and adjustments made to achieve desired results for each I/O point, control sequence, and system.

- B. Sensor Check and Calibration:

- 1. Calibrate every sensing device, including temperature, relative humidity, pressure, etc. by comparing field-installed sensors to a high accuracy instrument that has been calibrated within the previous 12 months. Calibrate each instrument according to instrument instruction manual supplied by manufacturer. Field instruments and equipment used to test and calibrate installed instruments shall have accuracy at least twice the instrument accuracy being calibrated. (E.g., an installed instrument with an accuracy of 1 percent shall be checked by an instrument with an accuracy of 0.5 percent).
- 2. Provide a written description of proposed field procedures and equipment for calibrating each type of instrument. Submit procedures before calibration and adjustment.
- 3. All field sensors must read to within accuracy range listed in these specifications. For each analog instrument, make a three-point test of calibration for both linearity and accuracy.
- 4. Programmed offsets may be used to a certain degree to adjust sensor readings. Replace all sensors requiring an offset of more than 2F, or 10% RH, or 0.2" air static pressure or 1.5 psig water static, or 50 ppm CO₂.
- 5. Submit a report certifying that every sensor has been calibrated and is reading accurately as a prerequisite for testing by the commissioning authority. List results of each sensor (field-reading versus calibrated instrument reading).

- C. Control Damper Checkout:

- 1. Verify that control dampers are installed correctly for flow direction.
- 2. Verify that proper blade alignment, either parallel or opposed, has been provided.
- 3. Verify that damper frame attachment is properly secured and sealed.
- 4. Verify that actuator wiring is complete, enclosed and connected to correct power source.
- 5. Stroke and adjust control dampers following manufacturer's recommendation, from 100 percent open to 100 percent closed and back to 100 percent open. Verify that damper blade travel is unobstructed and that damper actuator and linkage attachment is secure.

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6. Check and document open and close cycle times for applications with a cycle time less than 30 seconds.
7. For control dampers equipped with positive position indication, check feedback signal at multiple positions to confirm proper position indication.

D. Control Valve Checkout:

1. Verify that control valves are installed correctly for flow direction.
2. Verify that valve body attachment is properly secured and sealed.
3. Verify that valve actuator and linkage attachment is secure.
4. Verify that actuator wiring is complete, enclosed and connected to correct power source.
5. After piping systems have been tested and put into service, but before insulating and balancing, inspect each valve for leaks. Adjust or replace packing to stop leaks. Replace the valve if leaks persist.
6. Stroke and adjust control valves following manufacturer's recommended procedure, from 100 percent open to 100 percent closed and back to 100 percent open. Verify that valve ball, disc or plug travel is unobstructed.
7. For control valves equipped with positive position indication, check feedback signal at multiple positions to confirm proper position indication.

E. Meters: Check sensors at zero, 50, and 100 percent of Project design values.

F. Switches: Calibrate switches to make or break contact at set points indicated.

G. Controllers:

1. Verify voltage, phase and hertz.
2. Verify that protection from power surges is installed and functioning.
3. Verify that ground fault protection is installed.
4. If applicable, verify if connected to UPS unit.
5. If applicable, verify if connected to a backup power source.
6. If applicable, verify that power conditioning units, transient voltage suppression and high-frequency noise filter units are installed.
7. Verify that wire and cabling is properly secured to terminals and labeled with unique identification.
8. Verify that spare I/O capacity is provided.
9. Test every I/O point connected to DDC controller to verify that safety and operating control set points are as indicated and as required to operate controlled system safely and at optimum performance. Test every I/O point throughout its full operating range.
10. Test every control loop to verify operation is stable and accurate.
11. Adjust control loop proportional, integral and derivative settings to achieve optimum performance while complying with performance requirements indicated. Document testing of each control loop's precision and stability via trend logs.
12. Test and adjust every control loop for proper operation according to sequence of operation.
13. Test software and hardware interlocks for proper operation. Correct deficiencies.
14. Operate each analog point at upper, mid, and lower portions of range
15. Exercise each binary point.
16. For every I/O point in DDC system, read and record each value at operator workstation, at DDC controller and at field instrument simultaneously. Value displayed at operator workstation, at DDC controller and at field instrument shall match.

3.8 DDC SYSTEM COMMISSIONING TESTS

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- A. Provide written request to Commissioning Authority (CxA) for initiation of on-site Functional Testing. Functional Testing will not take place until:
 - 1. System has been thoroughly tested as described in this section under “DDC System I/O Checkout, Adjustment, Calibration, And Testing”, and report has been submitted.
 - 2. Certificate of Readiness has been submitted to CxA.
 - a. At his discretion, if entire control system has not been completed, CxA may test portions of system which have been completed.
 - 3. Prefunctional Checklists, if required by contract documents, have been submitted to CxA.
- B. Contractor shall set up trend logs as requested by the CxA, Engineer, or Owner, without any limits on the number of trends, to assist in testing and verification of system operation.
 - 1. Prior to start of functional testing, set up the following initial trend logs:
 - a. **DOAS:**
 - 1) OA T and RH: 15 minute readings.
 - 2) Cold coil discharge air temperature (dry bulb, wet bulb, dew point): 15 minute readings.
 - 3) Discharge air temperature (dry bulb, wet bulb, dew point): 15 minute readings.
 - 4) Commanded fan speed: 15 minute readings.
 - 5) Commanded cooling/heating stages: 15 minute readings.
 - b. **VAV air handler (or RTU):**
 - 1) Discharge air temperature: 15 minute readings.
 - 2) Commanded fan speed: 15 minute readings.
 - 3) Static pressure setpoint: 15 minute readings.
 - 4) Commanded cooling/heating stages: 15 minute readings.
 - 5) Return air T, RH, CO2 (where point is specified): 15 minute readings.
- C. Contractor shall set up trends and logs as requested by the Engineer or Owner, without any limits on the number of trends.
- D. CxA will perform on-site and remote Functional testing as specified in Construction Documents and in accordance with generally accepted commissioning procedures. DDC system shall demonstrate correct operation and accuracy of monitored and controlled points as well as operation capabilities of sequences, logs, trends, reports, specialized control algorithms, diagnostics, and other software indicated. Reference section 019113 “General Commissioning Requirements” for more information.
 - 1. Contractor is to provide a qualified representative, intimately familiar with the project installation and issues, to carry out Functional Testing procedures as directed by CxA, for the duration of Functional Testing.
- E. CxA will issue reports to Contractor, in such forms as Commissioning Issues Logs, emails, written reports, detailing items which appear not to be in conformance with construction documents requirements. Take prompt action to remedy deficiencies indicated in field report and submit a second written request when all deficiencies have been corrected. Repeat process until no deficiencies are reported.
- F. Due to the complexity of control systems and potential for latent defects to go undiscovered during Functional Testing, DDC system or tested portions thereof must operate essentially

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trouble-free for a period of 30 consecutive days following Functional Testing before Final Acceptance of system will be granted.

3.9 WARRANTY SERVICE

- A. System deficiencies discovered subsequent to Final Acceptance of system will be treated as Warranty items. Under Warranty requirements, address all operating problems, repair or replace worn or defective components, adjust control parameters as required for proper operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
- B. Provide system inspections and reports annually during warranty period; reference paragraph “Warranty Inspections” in this specifications section.

3.10 SOFTWARE SERVICE AGREEMENT

- A. Technical Support: Beginning **at Final Acceptance of system**, service agreement shall include software support for two year(s).
- B. Upgrade Service: At Substantial Completion, update software to latest version. Install and program software upgrades that become available within two years from date of **Final Acceptance of system**. Upgrading software shall include operating system and new or revised licenses for using software.

3.11 DEMONSTRATION AND TRAINING

- A. Engage a factory-authorized service representative with complete knowledge of Project-specific system installed to train Owner's maintenance personnel to adjust, operate, and maintain DDC system. Owner may send up to **10** persons to attend training. Training shall occur within normal business hours at a mutually agreed on time.
- B. Provide not less than **seven** hours of training total, **broken up into two 3.5 hour sessions**. Provide staggered training schedule as requested by Owner to accommodate Owner personnel schedules.
- C. Schedule training with Owner at least four business days before expected Substantial Completion. All training shall occur before Final Acceptance of control system.
- D. Organize training sessions into logical groupings of technical content and to reflect different levels of operators having access to system. Plan training sessions to accommodate daily operators, advanced operators, and system managers and administrators.
- E. Maintain a training attendee list and sign-in sheet. Sign-in sheet shall include training session number, date and time, instructor name, phone number and e-mail address, and brief description of content to be covered during session. List attendees with columns for name, phone number, e-mail address and a column for attendee signature or initials.
 - 1. For each session, submit a scanned copy (PDF) of circulated sign-in sheet to Owner, Engineer, and Commissioning Authority with 48 hours of end of training session.
- F. Provide each attendee with a color hard copy of all training materials and visual presentations. Hard-copy materials shall be organized in a three-ring binder with table of contents and individual divider tabs marked for each logical grouping of subject matter.

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G. Instructor Requirements:

1. One or multiple qualified instructors, as required, to provide training.
2. Instructors shall have not less than three years of providing instructional training on not less than five past projects with similar DDC system scope and complexity to DDC system installed.

H. On-Site Training:

1. Provide as much of training located on-site as deemed feasible and practical by Owner. Owner will provide conditioned classroom or workspace with ample desks or tables, chairs, power and data connectivity for instructor and each attendee.
2. Instructor shall provide training materials, projector and other audiovisual equipment used in training.
3. On-site training shall include regular walk-through tours to observe each unique product type installed with hands-on review of operation, calibration and service requirements.
4. Operator workstation shall be used in training, whether Owner's or contractor-provided & via remote web access.

I. Training Content:

1. Basic operation of system.
2. Understanding DDC system architecture and configuration.
3. Understanding each unique product type installed including performance and service requirements for each.
4. Understanding operation of each system and equipment controlled by DDC system including sequences of operation, each unique control algorithm and each unique optimization routine.
5. Operating operator workstations, printers and other peripherals.
6. Logging on and off system.
7. Accessing graphics, reports and alarms.
8. Adjusting and changing set points and time schedules.
9. Recognizing DDC system malfunctions.
10. Understanding content of operation and maintenance manuals, and control drawings.
11. Accessing data from DDC controllers.
12. Operating portable operator workstations.
13. Review of DDC testing results to establish basic understanding of DDC system operating performance and HVAC system limitations as of Substantial Completion.
14. Running each specified report and log, setting up Trend Logs.
15. Displaying and demonstrating each data entry to show Project-specific customizing capability. Demonstrating parameter changes.
16. Stepping through graphics penetration tree, displaying all graphics, demonstrating dynamic updating, and direct access to graphics.
17. Executing digital and analog commands in graphic mode.
18. Demonstrating control loop precision and stability via trend logs of I/O for not less than 10 percent of I/O installed.
19. Demonstrating DDC system performance through trend logs and command tracing.
20. Demonstrating scan, update, and alarm responsiveness.
21. Demonstrating spreadsheet and curve plot software, and its integration with database.
22. Demonstrating on-line user guide, and help function and mail facility.
23. Demonstrating multitasking by showing dynamic curve plot, and graphic construction operating simultaneously via split screen.

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24. Demonstrating operation of HVAC equipment in normal-off, -on and failed conditions while observing individual equipment, dampers and valves for correct position under each condition.
25. Demonstrating integration into DDC system is able to communicate with DDC controllers or gateways, as applicable.

END OF SECTION 230900

SECTION 230993 - SEQUENCE OF OPERATIONS FOR HVAC CONTROLS

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. Related Sections include the following:
 - 1. Division 23 Section "Instrumentation and Control for HVAC" for control equipment and devices and for submittal requirements.
 - 2. Division 23 Sections for packaged DX DOAS, DX split systems, exhaust fans, and miscellaneous equipment.

1.2 ABBREVIATIONS

- A. Abbreviations used in this specifications section:
 - 1. BAS: Building Automation System
 - 2. CO2: Carbon Dioxide
 - 3. DAT: Discharge Air Temperature
 - 4. DCV: Demand Control Ventilation
 - 5. DDC: Direct Digital Control
 - 6. DOAS: Dedicated Outside Air System
 - 7. dP: differential Pressure
 - 8. dT: differential Temperature
 - 9. DX: Direct Expansion
 - 10. EF: Exhaust fan
 - 11. OA: Outside Air
 - 12. RH: Relative Humidity
 - 13. RTU: Rooftop Unit
 - 14. TAB: Testing, Adjusting and Balancing

1.3 SUMMARY

- A. Existing Building Automation System (BAS) Controls shall be replaced in its entirety.
- B. This Section includes control sequences for HVAC systems, subsystems, and equipment. Provide controls and operating sequences for the all HVAC systems at [Sharyland ISD, Hinojosa Elementary](#):
 - 1. DX packaged dedicated outside air system (DOAS-1, 2, 3, 4).
 - a. DX OAU controlled by solid state controller integral to unit (unitary controller by OAU manufacturer); See Div 23 specs.
 - b. BAS shall provide Off/Enable control, allow reset of discharge air temperature and cooling coil temperature setpoints.
 - c. Once Enabled, OAU unitary controller provides full control of unit.

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- d. All parameters within integral unit controller shall be readable by BAS. Points include but are not limited to operating parameters such as heating, cooling and dehumidification modes, and stages of cooling and heating, position of HGR valve, fan and compressor speeds, and all adjustable setpoints.
 2. DX multizone VAV Split System units with pre-treated outside air by DOAS. (AHUs 1, 2, 3, 4 with VAV boxes)
 - a. Units shall be controlled by the BAS. Coordinate with equipment manufacturer.
 - b. Points include but are not limited to operating parameters such heating, cooling and dehumidification modes, stages of cooling and heating, fan and compressor speeds, bypass dampers, and all adjustable setpoints.
 3. DX multizone VAV Split System units without pre-treated outside air by DOAS (AHUs 5, 6, 7, with zone dampers)
 - a. Units shall be controlled by the BAS. Coordinate with equipment manufacturer.
 - b. Points include but are not limited to operating parameters such heating, cooling and dehumidification modes, stages of cooling and heating, fan and compressor speeds, bypass dampers, return and outside air dampers, and all adjustable setpoints.
 4. DX single zone, VAV Split System units (AHU 8).
 - a. Units shall be controlled by the BAS. Coordinate with equipment manufacturer.
 - b. Points include but are not limited to operating parameters such heating, cooling and dehumidification modes, stages of cooling and heating, fan and compressor speeds, bypass dampers, return and outside air dampers, and all adjustable setpoints.
 5. DX single zone, CAV Split System units (AHU 9).
 - a. Units shall be controlled by the BAS. Coordinate with equipment manufacturer.
 - b. Points include but are not limited to operating parameters such heating, cooling and dehumidification modes, stages of cooling and heating, fan and compressor speeds, return and outside air dampers, and all adjustable setpoints.
 6. Single zone, constant volume split system units (AHU 10).
 7. VAV boxes and zone dampers.
 8. Exhaust Fan Sequences for all exhaust fans in buildings.
- C. **Prior to bidding**, Controls contractor shall notify general, mechanical and electrical contractor of any work required for operational installation of controls devices that will not be conducted by Controls Contractor. This includes, but is not limited to: installation of controls devices and sensors, as well as any needs for power wiring and/or conduit.
- D. A list of the minimum number and type of control points required is given. Provide any additional points, sensors, gateways, interface cards, etc. as required to achieve sequences, whether specifically called for in Points List or not.
- E. Provide all hardware, software, and labor required to achieve specified sequences.
- F. Units or systems that are grouped together for purposes of sequence description are not meant to be controlled together. Each system shall have its own set of adjustable parameters and will respond only to values (space temperatures for example) associated with it. This means that one unit may be in heating mode while another with similar sequence may be in cooling mode.

1.4 EQUIPMENT TIME SCHEDULES

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- A. Contractor is responsible for programming schedules for all equipment and systems prior to turning system over to Owner at final system acceptance.
- B. **Request Owner's input for on/off and optimum start/stop (OSS) programming for all equipment and systems, including both Normal and upcoming Holiday schedules, and Program holiday time schedules as per Owner's direction.**
- C. Note that outside air dampers, exhaust fans, or various other specified equipment devices may have independent dedicated time schedule different from the equipment which they serve or are associated with. For example, distinct time schedules may be required for actual Occupied time (for instance, 8AM to 5:30PM) requiring ventilation versus required equipment start/stop times for comfort.
- D. Equipment items having the same Off/Enable or Start/Stop times are not to be software interlinked such that one cannot be changed without changing the other. Each individual equipment item is to have its own individual programmable Off/Enable or Start/Stop scheduling capability.
- E. Stagger AHU start times by a minimum of 20 seconds between starts.
- F. Unoccupied hours, Off / Enable:
 - 1. Enable cooling if space air temperature rises above 90°F (adj.). Disable unit once temperature has fallen to 85°F (adj.) or below.
 - 2. Enable heating if space air temperature drops below 45°F (adj.). Disable unit once temperature has risen to 55°F (adj.).
 - 3. Enable cooling if relative humidity rises above 60% (adj.). Disable unit once relative humidity has fallen to 55% (adj.).
 - 4. Unit shall run for a minimum of 30 min. (adj.) or until specified conditions are satisfied.
 - 5. Issue Alarm if the unit has been in unoccupied mode for 4 hours (adj) and relative humidity rises above 60% (adj.). This time delay should allow false alarms immediately after units are disabled.
 - 6. Manual Override: Control may be manually overridden at the zone Thermostat, controller and the COS.
 - 7. Hardware Interlocks: Controls shall not bypass any safeties or interlocks associated with fire protection shutdown.

1.5 SPACE TEMPERATURE SETPOINTS

- A. Temperature and humidity setpoints and operating schedules listed in sequences of operations are initial values, based upon input from Owner's representatives and common industry practice, and are not to be considered as final. Final setpoint and schedules must be programmed as per Owner's direction, and in consultation with and with approval of Owner and/or Engineer and Testing and Balancing firm, regardless of schedules listed in this specification.
- B. In consultation with Owner and/or Engineer, and Testing and Balancing firm, make minor revisions to operating sequences which will result in improved operation of systems.
 - 1. Duct static pressure and hydronic system differential pressure setpoints may be listed in control sequences. These are initial estimated values. They must be modified based

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upon input from the Testing and Balancing firm to final values which are optimal settings for energy efficient operation of the system.

- C. All adjustable setpoint temperature sensors / thermostats are to be software Locked from occupant adjustment, or limited as to the highest heating setpoint and lowest cooling setpoint which building occupants may choose. Initial values are listed in control sequences. Determine final limits in consultation with Owner and Engineer.
- D. Whether in Occupied or Unoccupied mode, the active heating setpoint must always be lower than the active cooling setpoint by a minimum of 5F, or higher if called for in sequences. This differential is referred to as the “deadband”.
 - 1. With exception of that required for dehumidification, no heating operation is to take place when room temperature is within deadband. Operation of reheat is to begin only when room temperature has fallen 1°F below the heating setpoint.
 - 2. Cooling operation within the deadband must be at an absolute minimum, ie. specified minimum air flow to provide necessary ventilation.
- E. Room Temperature Setpoints
 - 1. Allowable range for space temperature setpoints will be limited via control system.
 - a. Program temperature setpoints to be set only at the central operator station, and not be adjustable at the zone thermostat.
 - 2. System is expected to maintain room temperature no more than 0.75F above cooling setpoint / below heating setpoint during ‘normal’ steady-state operating conditions.
 - 3. Unless otherwise noted in drawings or operating sequences described below, program the following room temperature setpoints for all heating and cooling equipment.
 - a. Occupied Hours
 - 1) Cooling setpoint = 74F
 - 2) Heating setpoint = 69F
 - b. Unoccupied Hours
 - 1) Cooling setpoint = 86F
 - 2) Heating setpoint = 59F
 - 3) Run unit for a minimum 20 minutes. Disable unit once temperature has fallen 3F below Cooling or 3F above heating setpoint.
- F. Room Relative Humidity (RH) Setpoints
 - 1. System is expected to begin dehumidification sequence at 1% RH above setpoint.
 - 2. Unless otherwise noted in drawings or operating sequences described below, program the following room RH setpoints for all cooling equipment.
 - a. Occupied Hours
 - 1) Cooling RH setpoint = 59%
 - 2) Run unit for a minimum 20 minutes. Disable dehumidification mode once RH has fallen 3% below setpoint.

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- b. Unoccupied Hours
 - 1) Cooling setpoint = No Unoccupied RH control sequence required

1.6 BACNET CONNECTIONS

- A. For equipment to which Bacnet connection is specified:
 - 1. All points readable within equipment Bacnet register are to be communicated to and readable by BAS.
 - 2. Provide a dedicated graphic page to display selected Bacnet points. Navigate to this dedicated graphic by clicking on the equipment icon.
 - 3. The point descriptor text for all Bacnet points displayed on the dedicated Bacnet page are to have clear, unambiguous meaning; simply copying manufacturer's text descriptor may not be acceptable. Supply manufacturer's points text descriptors to Engineer for pre-approval. Revise descriptors if directed by Engineer.
 - 4. Display all values with proper units (deg F, psig, etc.), truncated to decimal point accuracy commensurate with accuracy of sensor.

1.7 OUTDOOR AIR CONDITIONS

- A. Outdoor air temperature and relative humidity are to be read from an Engineer-approved web-based weather service such as Accuweather.com. Update conditions at no longer than 30-minute intervals.
- B. Display OA temperature and RH conditions on all graphics screens. Display values rounded to nearest whole number.

1.8 GENERAL

- A. Individual sequence descriptions may list units to which sequence applies. Contractor must verify equipment quantities and unit types through drawings review and on-site inspections.
- B. All setpoints used in controls sequences shall be user adjustable with a minimum of keystrokes.
- C. Points lists have been provided as a general guideline, and are not all inclusive. Provide all points required for achievement of operating sequences.
- D. All delays shall be operator adjustable. Program for a minimum delay between on/off commands for HVAC equipment to prevent short cycling.
- E. Unless noted otherwise, program for minimum VFD speed of 30% of full 60hz speed.
- F. Unless noted otherwise, close HVAC unit outside air dampers during all Unoccupied periods.
- G. Economizer Operation:

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1. Economizer operation is to be based upon a combination of space enthalpy and outside air enthalpy.
2. During Occupied periods when system is in cooling mode, place unit in Economizer mode when OA enthalpy is less than 23 Btu/lbm and outside air temperature is less than return air temperature, and modulate outside air dampers to extent required to maintain discharge air temperature or space temperature, as applicable to unit operation.

H. Optimum Start/Stop (OSS):

1. When this feature is Enabled, control system shall automatically calculate the optimal start time for each HVAC system or unit so that comfort conditions will be achieved by the scheduled Occupied time. Control system shall determine the optimal time for equipment shutdown so that comfort conditions may be maintained until scheduled off time with minimal energy use.
2. Coordinate with Owner for information on desired times for comfort conditions and whether OSS is to be Enabled.

I. Interlocks:

1. Hardware: Controls shall not bypass any safeties or interlocks associated with fire protection shutdown.
2. Provide all hardware necessary to achieve software interlocks required for proper system operation, including but not limited to control of dampers and exhaust fans. Coordinate with mechanical and electrical contractors.

J. Damper Actuators:

1. Do not provide physical linkage between OA and return air dampers. Do not control OA and return dampers in complementary fashion (i.e., where sum of % open values of each always add to 100%) unless specifically directed in operating sequence.

K. Operator Station Display: Indicate the following on operator workstation display terminal, as applicable per points list:

1. Building floor plan, indicating individual rooms, thermostat locations, and areas served by each air handler, fan coil unit and rooftop unit.
2. Conditioned space air temperature, all zones.
3. Conditioned space air Base temperature setpoint, all zones.
4. Conditioned space air Actual temperature setpoint, all zones.
5. Distinguish different area(s) served by individual HVAC equipment items by use of color variation or heavy lines on floor plans graphics page.
6. When a control point is in "Test" mode, graphic shall indicate the status such as "test" or "manual".

1.9 ALARMS

A. Provide minimum / maximum expected input values for all sensors. When any sensor gives a reading outside of these values, initiate an alarm at central operator station, and indicate alarm clearly on graphics screen where the parameter is displayed.

1. Expected maximum / minimum values:

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- a. Space temperature sensor: 100F / 40F.
 - b. Outdoor air temperature sensor: 115F / 15F.
 - c. RH sensor: 105% / 10%.
 - d. CO2 sensor: 1500 ppm / 390 ppm.
 - e. DOAS cold coil temperature: 55F / 48F
2. When sensor readings are outside expected range, annunciate system alarm.
 3. When DOAS cold coil temperature is outside expected range for a period of 20 minutes (adj), send a text message and email, and turn off DOAS unit until operator resets unit.
- B. For all HVAC units, register alarms under the following conditions:
1. Discrepancy between actual and commanded state of operation.
 2. Discharge air temperature from cooling or heating coil deviates from setpoint by more than 2F for more than 10 minutes.
 3. Low mixed air temperature (below 35F).
 4. CO2 remains 75 ppm greater than setpoint for 30 consecutive minutes.
 5. Unit has tripped on any safety (e.g., high static pressure, freezestat).
- C. For all mechanical equipment, register alarms under the following conditions:
1. Discrepancy between actual and commanded state of operation.
- D. Register alarms for other equipment (e.g. refrigerant monitor) when monitored alarm contacts close.
- E. Provide additional alarm annunciation as described in sub-paragraphs below labeled “Alarms”.
- F. Smoke Control: Smoke detector stops fan when products of combustion are detected in air stream.
1. Fan will be stopped directly via fire alarm system.
 2. BAS is not required to monitor smoke detector status.
 3. Stopping of fan by fire alarm system automatically signals alarm due to Command-Status mismatch at BAS.
- 1.10 CONTROL SEQUENCES FOR DEDICATED OUTSIDE SYSTEM (DOAS/OAU- 1, 2, 3, 4)
- A. Control system shall be provided by unit manufacturer and shall be similar to those provided by Daikin units. Coordinate with Div. 23 Section for DOAS control.
- B. Energy conservation design intent: The DOAS unit shall be programmed to achieve the energy conservation goals listed below. Allocate adequate number of hours to fine tune these sequences to achieve stable and energy efficient operation.
1. DOAS as Stage 1 cooling: Frequently cold and dry discharge air from the DOAS is capable of meeting the building air conditioning loads. Do not program DOAS to supply neutral air temperature always. To the extent possible, DOAS shall operate to provide the first stage of cooling for the buildings.

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2. DOAS supply temperature reset with hot gas reheat valve modulation: In the event spaces served by the DOAS systems start overcooling, the design intent is to use the free HGRH from the DOAS instead of using the electric reheat at the VAV boxes.
 3. DOAS economizer mode: When conditions allow, DOAS shall provide free cooling to the building.
- C. DOAS shall function as a constant volume unit.
- D. BAS Interface between DOAS unitary controller and BAS controls shall have the following features:
1. Off/Enable: Program Off/Enable times as per Owner's input. Each system will have a dedicated time schedule available for programming by user.
 2. Setpoint adjustment for unit discharge air temperature and cooling coil air temperature for dehumidification.
- E. Start-Up Operation: In the order of priority, start-up operation shall be commanded as follows:
1. By BAS:
 - a. System shall initiate unit based on programmed off/enable time schedule. Preliminary recommended hours (8:30AM – 4:00PM, week days, adj).
 - b. During start-up, unit will be enabled in the cooling mode if outside air temperature is 55 F (adjustable) or above. During normal cooling mode operation, DOAS will deliver (DAT 52.0F adj) downstream of main cooling coil.
 - c. DOAS DAT setpoint programmable between 52F (adj) and 65F (adj). If majority of the units served by the DOAS are overcooling* or in heating mode, gradually reset discharge air temperature higher. Return to normal operation when majority of the units are in cooling mode again. Provide additional hours of programming for fine tuning discharge air temperature reset operation.
 - 1) *Determination of whether there is overcooling of spaces served by DOAS:
 - a) If return air T in duct to the units is at or below setpoint (70F adj).
 - b) If two or more VAV boxes are in electric reheat mode.
 - c) OAT is less than 55F (adj.), and majority of VAV boxes are below cooling setpoint.
 - d. When OAT is less than 55F (adj.), and majority of the units are in heating mode, gradually raise the discharge air temperature to 68F (adj). If hot gas reheat not capable of warming discharge air to setpoint, modulate electric heat to do so.
 2. By DOAS unitary controller:
 - a. Cycle compressor stages, hot gas reheat valve, electric heater to maintain discharge air setpoints that are communicated via BAS.
 - 1) With modulating hot gas reheat, unit shall modulate cooling and hot-gas reheat as efficiently as possible, to meet outside air humidity loads and prevent supply air temperature swings and overcooling of the space.
 - 2) Unit shall modulate heating to based on supply air temperature.
 - 3) When OAT and OARH allow, OAU shall operate in economizer mode.
- F. Alarms displayed by BAS:
1. Discrepancy between actual and commanded state of operation.
 2. Discharge air temperature deviates from setpoint by 3°F for more than 5 minutes.
 3. Cold coil temperature rises above 55F (adj) for more than 20 minutes. Initiate the highest level of alarm (cell phone and email messages), and turn off unit.

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- G. Operator Station Display: Indicate the following on operator workstation display terminal (if applicable) per each unit:
1. Outside-air-temperature indication.
 2. Outside-air-RH indication.
 3. System on-off indication.
 4. System occupied/unoccupied mode.
 5. System Heating / Cooling mode indication.
 6. Fan status.
 7. Cold coil air temperature setpoint and indication.
 8. Compressor stages (% or ON/OFF as applicable)
 9. Modulating hot gas reheat valve capacity signal.
 10. Heater stages.
 11. Discharge air temperature setpoint and indication.
 12. Discharge air temperature dewpoint setpoint and indication.
 13. Digital scroll compressor capacity signal
 14. Time schedule for every piece of equipment.
- H. Safeties:
1. Freeze-stat safety.
 2. High temperature safety.
 3. High duct static pressure safety.
 4. Cold coil temperature above setpoint.

1.11 CONTROL SEQUENCES FOR DX SPLIT SYSTEMS WITH DOAS (AHUs 1, 2, 3, 4)

- A. Ensure that provided sequences are coordinated with those specified in Div. 23, Sections.
- B. Since units are served with DOAS the units shall be configured to provide energy efficiency features as shown in the DOAS and VAV sequences.
- C. Fan Control: System starts fan to run continuously during occupied periods.
1. System cycles fan during unoccupied periods as required to maintain space temperature setpoints.
 2. During occupied mode, VFD shall modulate fan speed to maintain a constant duct static pressure as sensed by an electronic pressure sensor to be installed at a location close to the end of the ducting system (field coordinate with Engineer).
 3. If duct static pressure is above setpoint and fan is at minimum speed, System shall modulate bypass damper to maintain preset static pressure in supply ductwork.
 4. If duct static pressure drops below setpoint, close bypass damper before increasing fan speed.
 5. Upon high static reading (above 2.5", adjustable), system shall issue an alarm at the Central Operator's Station and shut down the unit.
 6. Signal alarm if fan fails to start as commanded.
- D. Unoccupied Mode Enable/Disable: During unoccupied hours, enable unit operation and control under the conditions listed below. Unit shall run for a minimum of 30 minutes or until space conditions are satisfied.
- E. Cooling Mode:

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1. During start-up, unit will be enabled in the cooling mode if two monitored zone temperatures are above cooling setpoint.
 2. System modulates fan VFD to maintain duct static pressure setpoint.
 3. System cycles cooling stages to maintain discharge air temperature setpoint (55F, adj.)
 4. Temperature Reset:
 - a. If the critical VAV box (hottest zone) is less than 90% open, reset DAT higher gradually up to 65F (adj). Most critical VAV box should be fully open.
 - b. If zone temperature or RH in any space rises above setpoint, reset DAT lower gradually to the normal setpoint.
- F. Dehumidification Mode: NA
- G. Heating Mode (Electric): Heaters are provided at the VAV boxes.
1. Disable cooling mode if all zone temperature sensors are below cooling setpoint. Initiate sequences to reset DOAS DAT. See DOAS sequences.
- H. Ventilation (OA) Sequence:
1. Outside air is served via DOAS units.
 2. Provide motorized RA dampers, and motorized OA dampers on pre-treated OA duct connections. Coordinate OAD damper schedule with DOAS on/off schedule to prevent OADs from closing if DOAS is ON
 3. Unoccupied Periods, including cool-down and nighttime reset operation
 - a. Associated exhaust fans shall be disabled.
 - b. Associated DOAS unit shall be disabled.
 - c. OA dampers shall remain closed, and RA dampers shall remain open.
 4. Occupied Periods:
 - a. Upon enabling of system in occupied mode (by schedule or override), OA and RA dampers shall be opened to scheduled outside air position, associated DOAS shall be enabled, and associated exhaust fans shall be enabled. This includes exhaust fans in wing served by this unit.
 5. Provide CO2 sensors in return air duct.
 - a. If during occupied hours CO2 concentration drops below 700 ppm (adj), system shall disable associated DOAS unit, and close OAD and position RA damper to open.
 - b. If CO3 concentration exceeds 1,100 ppm. System shall reset OA and RA damper positions and re-enable DOAS unit.
 - c. If CO2 concentration exceeds 1,200 ppm, system shall issue an alarm at the Central Operator's Station.
- I. Alarms:
1. Discrepancy between actual and commanded state of operation.
 2. Discharge air temperature deviates from setpoint by more than 3°F for more than 30 minutes.
 3. CO2 level is above 1200 ppm (adj).
 4. Duct static pressure setpoint is not met for more than 3 minutes (adj.)
- J. Safeties:
1. Smoke Control: Smoke detector, located in return air, stops fan when products of combustion are detected in air stream. Stopping of fan automatically signals alarm.
 2. High static pressure safety.
 3. Freeze-stat safety.

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- K. Graphics Display: Indicate the following on display terminal for every unit:
1. Global Outside-air-temperature indication.
 2. Global Outside-air-RH indication.
 3. System graphic.
 4. System occupied/unoccupied mode.
 5. System on-off indication.
 6. Fan status.
 7. Fan speed.
 8. System Economizer / Cooling mode indication.
 9. Cooling Stage 1 Compressor on-off indication.
 10. Cooling Stage 2 Compressor on-off indication.
 11. Compressor speed/staging.
 12. Pre-treated Outside-air-temperature (supply T and Dew point T from DOAS) indication.
 13. Discharge air temperature setpoint (downstream of cooling coils).
 14. Discharge air temperature indication (downstream of cooling coils).
 15. Duct static pressure setpoint.
 16. Duct static pressure.
 17. Bypass damper position.
 18. VAV box designation, damper position and space temperature (critical zone)
 19. Return temperature indication.
 20. Return air relative humidity indication.
 21. Return air CO2 level indication.
 22. Outside-air damper position.
 23. Return-air damper position.
 24. Related EF fan status.

1.12 CONTROL SEQUENCES FOR DX SPLIT SYSTEMS WITHOUT DOAS (AHUs 5, 6, 7)

- A. Ensure that provided sequences are coordinated with those specified in Div. 23, Sections.
- B. Fan Control: System starts fan to run continuously during occupied periods.
1. System cycles fan during unoccupied periods as required to maintain space temperature setpoints.
 2. During occupied mode, VFD shall modulate fan speed to maintain a constant duct static pressure as sensed by an electronic pressure sensor to be installed at a location close to the end of the ducting system (field coordinate with Engineer).
 3. If duct static pressure is above setpoint and fan is at minimum speed, System shall modulate bypass damper to maintain preset static pressure in supply ductwork.
 4. If duct static pressure drops below setpoint, close bypass damper before increasing fan speed.
 5. Upon high static reading (above 2.5", adjustable), system shall issue an alarm at the Central Operator's Station and shut down the unit.
 6. Signal alarm if fan fails to start as commanded.
- C. Unoccupied Mode Enable/Disable: During unoccupied hours, enable unit operation and control under the conditions listed below. Unit shall run for a minimum of 30 minutes or until space conditions are satisfied.
- D. Cooling Mode:

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1. During start-up, unit will be enabled in the cooling mode if two monitored zone temperatures are above cooling setpoint.
 2. System modulates fan VFD to maintain duct static pressure setpoint.
 3. System cycles cooling stages to maintain cold coil discharge air temperature setpoint (54F, adj.)
 4. Temperature Reset:
 - a. If the critical zone damper (hottest zone) is less than 90% open, reset DAT higher gradually (by modulating heaters) up to 65F (adj). Most critical zone damper should be fully open.
 - b. If zone temperature in any space rises above setpoint, reset DAT lower gradually to the normal setpoint.
- E. Dehumidification Mode: If return air RH is above setpoint, reset cold coil discharge air temperature setpoint to 52F (adj). When RH drops below setpoint, resume normal operation.
- F. Heating Mode (Electric): Heaters are provided at the discharge of AHUs.
1. When all zones are below heating setpoint, and return air RH is at setpoint, disable compressors.
 2. Stage heater to maintain a discharge air temperature setpoint of 90F (adj). Zone dampers shall modulate to maintain space T setpoints.
- G. Ventilation (OA) Sequence:
1. Unoccupied Periods, including cool-down and nighttime reset operation
 - a. Associated exhaust fans shall be disabled.
 - b. OA dampers shall remain closed, and RA dampers shall remain open.
 2. Occupied Periods:
 - a. Upon enabling of system in occupied mode (by schedule or override), OA and RA dampers shall be opened to scheduled minimum outside air position (50% of maximum), and associated exhaust fans shall be enabled.
 - b. Provide CO2 sensors in return air duct.
 - 1) If CO2 concentration exceeds 1,100 ppm. System shall set OA and RA damper positions for scheduled maximum OA flow.
 - 2) If during occupied hours CO2 concentration drops below 700 ppm (adj), system shall revert back to minimum position for OAD and associated RA damper position.
 - 3) If CO2 concentration exceeds 1,200 ppm, system shall issue an alarm at the Central Operator's Station.
 - c. Exhaust fan ventilation schedule:
 - 1) AHU 5: During occupied hours, enable EF-5A.
 - 2) AHU 6: Enable EF-6A when OAD is in maximum position. When OAD drops to minimum position, disable fan.
 - 3) AHU 7: Enable EF-7A when OAD is in maximum position. When OAD drops to minimum position, disable fan.
- H. Alarms:
1. Discrepancy between actual and commanded state of operation.
 2. Discharge air temperature deviates from setpoint by more than 3°F for more than 30 minutes.
 3. CO2 level is above 1200 ppm (adj).
 4. Duct static pressure setpoint is not met for more than 3 minutes (adj.)

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- I. Safeties:
 - 1. Smoke Control: Smoke detector, located in return air, stops fan when products of combustion are detected in air stream. Stopping of fan automatically signals alarm.
 - 2. High static pressure safety.
 - 3. Freeze-stat safety.

- J. Graphics Display: Indicate the following on display terminal for every unit:
 - 1. Global Outside-air-temperature indication.
 - 2. Global Outside-air-RH indication.
 - 3. System graphic.
 - 4. System occupied/unoccupied mode.
 - 5. System on-off indication.
 - 6. Fan status.
 - 7. Fan speed.
 - 8. System Economizer / Cooling mode indication.
 - 9. Cooling Stage 1 Compressor on-off indication.
 - 10. Cooling Stage 2 Compressor on-off indication.
 - 11. Compressor speed/staging.
 - 12. Discharge air temperature setpoint (downstream of cooling coils).
 - 13. Discharge air temperature indication (downstream of cooling coils).
 - 14. Heater staging
 - 15. Discharge air temperature setpoint (downstream of heater).
 - 16. Discharge air temperature indication (downstream of heater).
 - 17. Duct static pressure setpoint.
 - 18. Duct static pressure.
 - 19. Bypass damper position.
 - 20. VAV box designation, damper position and space temperature (critical zone)
 - 21. Return temperature indication.
 - 22. Return air relative humidity indication.
 - 23. Return air CO2 level indication.
 - 24. Outside-air damper position.
 - 25. Return-air damper position.
 - 26. Related EF fan status.

1.13 CONTROL SEQUENCES FOR VARIABLE AIR VOLUME DX SPLIT SYSTEMS WITHOUT DOAS (AHU 8)

- A. Ensure that provided sequences are coordinated with those specified in Div. 23 Sections.

- B. Fan Control: System starts fan to run continuously during occupied periods.
 - 1. System cycles fan during unoccupied periods as required to maintain space temperature setpoints.
 - 1. During occupied mode, VFD shall modulate fan speed to maintain a space temperature setpoint. System shall modulate fan speed (through VFD) between minimum speed and 100% to maintain space temperature setpoint cooling, or heating, setpoint (adjustable).
 - 2. Signal alarm if fan fails to start as commanded.

- C. Unoccupied Mode Enable/Disable: During unoccupied hours, enable unit operation and control under the conditions listed below. Unit shall run for a minimum of 30 minutes or until space conditions are satisfied.

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- D. Cooling and heating:
1. Use economizer mode per IECC 2015.
 2. Modulate supply fan speed (between minimum and 100%) to maintain space temperature setpoint (adj).
 3. Cooling staging
 - a. Modulate Cooling stages to control discharge air temperature setpoint (52°F, adj.). Includes compressor staging, unloading of compressors [via compressor capacity control](#) (as applicable).
 - b. Provide time delays as recommended by manufacturer to prevent short cycling of supply fans and compressors. System shall alternate compressors (as applicable).
 - c. Disable cooling and use economizer mode if space is below cooling setpoint and/or OAT is below 55F (adj).
 4. Dehumidification:
 - a. If space temperature is satisfied, but relative humidity (RH) increases above 60% (adj), for 20 minutes (adj), temporarily reset OA damper to minimum position.
 - b. When RH achieves setpoint, modulate OA damper per normal occupied setting.
 5. Heating:
 - a. Electric duct heater is located downstream of air handler in supply duct.
 - b. If space temperature is lower than heating setpoint, disable cooling stages and enable electric heating.
 - c. Modulate supply fan speed (to 50%). Stage heater to maintain space temperature heating setpoint (adjustable).
 - d. Disable electric heaters if space temperature rises above heating setpoint.
 6. A high discharge air temperature cut-out switch shall disable electric heaters and issue alarm at COS.
- E. Ventilation (OA) Sequence:
1. Unoccupied Periods, including cool-down and nighttime reset operation
 - a. Associated exhaust fans shall be disabled.
 - b. OA dampers shall remain closed, and RA dampers shall remain open.
 2. Occupied Periods:
 - a. Provide CO2 sensors in return air duct.
 - b. Upon enabling of system in occupied mode (by schedule or override), OA and RA dampers shall be opened to scheduled minimum outside air position (30% of scheduled value, adj), and EF-8A shall be enabled
 - c. If CO2 concentration exceeds 1,100 ppm. System shall modulate OA and RA damper positions to schedule maximum OA flow, and enable EF-8B and EF-8C until level drops below 700 ppm.
 - d. If CO2 concentration drops below 700 ppm (adj), system shall revert back to minimum position for OAD and associated RA damper position, and disable EFs - 8A and 8B.
 - e. If CO2 concentration exceeds 1,200 ppm, system shall issue an alarm at the Central Operator's Station.
- F. Alarms:
1. Discrepancy between actual and commanded state of operation.
 2. Discharge air temperature deviates from setpoint by more than 3°F for more than 30 minutes.
 3. CO2 level is above 1200 ppm (adj).
- G. Safeties:

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1. Smoke Control: Smoke detector, located in return air, stops fan when products of combustion are detected in air stream. Stopping of fan automatically signals alarm.
 2. Freeze-stat safety.
 3. High temperature safety.
- H. Graphics Display: Indicate the following on display terminal for every unit:
1. Global Outside-air-temperature indication.
 2. Global Outside-air-RH indication.
 3. System graphic.
 4. System occupied/unoccupied mode.
 5. System on-off indication.
 6. Fan status.
 7. Fan speed.
 8. System Economizer / Cooling mode indication.
 9. Cooling Stage 1 Compressor on-off indication.
 10. Cooling Stage 2 Compressor on-off indication.
 11. Compressor speed/staging.
 12. Discharge air temperature setpoint (downstream of cooling coils).
 13. Discharge air temperature indication (downstream of cooling coils).
 14. Heater staging
 15. Discharge air temperature setpoint (downstream of heater).
 16. Discharge air temperature indication (downstream of heater).
 17. Return air relative humidity indication.
 18. Return air CO2 level indication.
 19. Outside-air damper position.
 20. Return-air damper position.
 21. Related EF fan status.
- 1.14 CONTROL SEQUENCES FOR CONSTANT AIR VOLUME DX SPLIT SYSTEMS WITHOUT DOAS (AHU 9)
- A. Ensure that provided sequences are coordinated with those specified in Div. 23, Sections.
 - B. Fan Control: System starts fan to run continuously during occupied periods.
 1. System cycles fan during unoccupied periods as required to maintain space temperature setpoints.
 2. During occupied mode, fan shall be in enabled to run continuously.
 3. Signal alarm if fan fails to start as commanded.
 - C. Unoccupied Mode Enable/Disable: During unoccupied hours, enable unit operation. Unit shall run for a minimum of 30 minutes or until space conditions are satisfied.
 - D. Cooling Mode:
 1. During start-up, unit will be enabled in the cooling mode monitored zone temperatures are above cooling setpoint.
 2. System cycles cooling stages to maintain space temperature setpoint.
 - E. Dehumidification Mode: If space T is satisfied but return air RH is above setpoint, reset cold coil discharge air temperature setpoint to 52F (adj). Enable heater to maintain heating space T setpoint. When RH drops below setpoint, resume normal operation.

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- F. Heating Mode (Electric): Heaters are provided at the discharge of AHUs.
1. When space T is below heating setpoint, and return air RH is at setpoint, disable compressors.
 2. Stage heater to maintain heating space air temperature setpoint.
 3. If space air temperature rises above cooling setpoint, system will revert to cooling mode.
- G. Ventilation (OA) Sequence:
1. Unoccupied Periods, including cool-down and nighttime reset operation
 - a. Associated exhaust fans shall be disabled.
 - b. OA dampers shall remain closed, and RA dampers shall remain open.
 2. Occupied Periods:
 - a. Upon enabling of system in occupied mode (by schedule or override), OA and RA dampers shall be opened to scheduled minimum outside air position (30% of scheduled value, adj), and associated exhaust fans shall be enabled
 - b. Upon enabling of kitchen exhaust hood system, OA and RA dampers shall be positioned for scheduled maximum OA flow. When hood is disabled, return to normal operation with minimum OA flow.
- H. Alarms:
1. Discrepancy between actual and commanded state of operation.
 2. Discharge air temperature deviates from setpoint by more than 3°F for more than 30 minutes.
- I. Safeties:
1. Smoke Control: Smoke detector, located in return air, stops fan when products of combustion are detected in air stream. Stopping of fan automatically signals alarm.
 2. High temperature safety.
 3. Freeze-stat safety.
- J. Graphics Display: Indicate the following on display terminal for every unit:
1. Global Outside-air-temperature indication.
 2. Global Outside-air-RH indication.
 3. System graphic.
 4. System occupied/unoccupied mode.
 5. System on-off indication.
 6. Fan status.
 7. System Economizer / Cooling mode indication.
 8. Cooling Stage 1 Compressor on-off indication.
 9. Cooling Stage 2 Compressor on-off indication.
 10. Compressor speed/staging.
 11. Discharge air temperature setpoint (downstream of cooling coils).
 12. Discharge air temperature indication (downstream of cooling coils).
 13. Heater staging
 14. Discharge air temperature setpoint (downstream of heater).
 15. Discharge air temperature indication (downstream of heater).
 16. Return air relative humidity indication.
 17. Outside-air damper position.
 18. Return-air damper position.
 19. Related EF fan status.
 20. Kitchen hood fan status.

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1.15 DX SPLIT SYSTEM UNIT CONTROL SEQUENCES (FCU-1).

- A. Time Schedule:
 - 1. Program On and Off times as Owner's instructions.
- B. Fan Operation:
 - 1. Fan shall run continuously during occupied mode.
 - 2. During unoccupied mode, fan shall cycle as required to maintain space temperature setpoints.
- C. Cooling, dehumidification and heating modes
 - 1. Cooling and heating shall be staged to control space air temperature setpoint (adj.). Provide 5 degree dead-band between the heating and cooling setpoints.
 - 2. Monitor space temperature and relative humidity.
 - 3. During start-up, unit will be enabled in the cooling mode if space temperature is above cooling setpoint (adjustable).
 - 4. System shall stage compressors to maintain space temperature cooling setpoint (adj).
 - 5. If space temperature is satisfied, but relative humidity increases above 60% (adjustable), reset discharge air temperature setpoint to 52F (adj). If space starts to overcool, modulate heater to maintain space temperature. If RH setpoint is not achieved in 20 minutes, temporarily reset OA damper to minimum position or closed position (adj). When RH drops 5% below setpoint, reset DAT to normal cooling setpoint, and open OA damper to the normal occupied setting.
 - 6. If space temperature drops below heating setpoint, enable electric heating. Modulate heater staging to maintain space temperature heating setpoint (adjustable). Disable heating mode by disabling electric heaters if space temperature rises above heating setpoint.
 - 7. A high discharge air temperature cut-out switch shall disable electric heaters and issue alarm at COS.
- D. Ventilation (OA) Sequence
 - 1. Provide new OA dampers, and provide ventilation time schedules for the OA dampers.
 - 2. Dampers shall not be hardwired to open and close when units are enabled/disabled.
 - 3. Associated exhaust fans shall be disabled and outside air dampers shall remain closed during unoccupied hours -including cool-down and nighttime reset operation.
 - 4. During occupied hours, system shall open OA damper.
- E. Alarms:
 - 1. Discrepancy between actual and commanded state of operation.
 - 2. Space temperature deviates from setpoint by more than 2°F for more than 10 minutes.
 - 3. Relative humidity setpoint is not met for more than 10 minutes (adj.)
- F. Safeties:
 - 1. Smoke Control: Smoke detector, located in return air, stops fan when products of combustion are detected in air stream. Stopping of fan automatically signals alarm.
 - 2. Freeze-stat safety.
 - 3. High temperature safety.
- G. Operator Station Display: Indicate the following on operator workstation display terminal (if applicable) per each unit:
 - 1. Outside-air-temperature indication.

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2. Outside-air-RH indication.
3. System on-off indication.
4. Fan status.
5. System occupied/unoccupied mode.
6. Compressor staging.
7. Heating staging
8. Discharge air temperature setpoint (downstream of cooling coils).
9. Discharge air temperature setpoint (downstream of heating coils).
10. Space temperature indication.
11. Space relative humidity indication.
12. Outside air damper position.

1.16 VARIABLE AIR VOLUME BOXES

- A. Existing airflow rings are to be reused. Under Alternate-3, TAB firm will calibrate terminal boxes. Provide report to engineer and Owner listing all rings that are non-functional or that cannot read airflow accurately. Coordinate with TAB Contractor for setting of control system parameters to obtain design airflows.
- B. VAV Terminal Air Units With Staged Electric Heat, and Zone Dampers without heat.
 1. Unit Start/Stop: Enable unit according to time schedules.
 2. Provide heating and cooling temperature setpoints with a 5°F deadband, min.
 3. Allowable adjustable range settings shall be programmable only at the COS (and not at the zone thermostat).
 4. Room sensor reports temperature. System modulates damper to maintain temperature set point.
 5. When room temperature is below cooling setpoint, damper shall be in minimum position.
 6. For units served by DOAS, when room temperature drops below heating setpoint, the following “energy conservation” resets shall be implemented, before the electric heat is activated.
 - a. AHU DAT setpoint shall be gradually increased (1F/5min. adj), provided none of the VAVs are fully open.
 - b. If compressors have staged down (off), and spaces are still overcooling, gradually (1F/5min. adj) increase the setpoint for DAT from DOAS.
 - c. As a last resort, use electric reheat. Damper shall be set to a preset heating setpoint (50% minimum, adj. initial setpoint). System modulates electric heater stages to maintain space temperature in heating mode.
 7. Operator Workstation: Display the following data:
 - a. Room(s) served.
 - b. VAV box discharge air temperature
 - c. Room temperature
 - d. Room Base temperature cooling and heating set points
 - e. Roof Effective cooling and heating set points
 - f. Air-damper position as percent open
 - g. Discharge air temperature of AHU serving VAV box/zone dampter (display as box inlet air temperature)
 - h. Heater control, enabled stages.
 - i. CFM (Minimum box CFM, maximum box CFM, heating box CFM).
- C. Alarms:

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1. Issue an alarm at Central Operator Station (COS) if systems fail to respond to commanded state, and if space temperature or RH deviates more than 3°F (adj) or 5% from their setpoints, or if CO2 is above setpoint.
2. Allow operator to enable/disable alarms.

1.17 BUILDING EXHAUST FAN SCHEDULED CONTROL SEQUENCES

A. Sequence:

1. See AHU sequences for coordination of Exhaust fans, AHUs, CO2 concentrations, and ventilation levels (minim and maximum).
2. Enable/disable EFs according to occupancy schedule. Occupancy times will be initially set-up according to the Automatic Time Schedule for each fan and shall be completely operator adjustable for fans individually.
3. Exhaust fans shall have a dedicated time schedule (that may be independent of AHU time schedule). Coordinate time schedules such that exhaust fans are operational only when associated outside air dampers are open. Under no circumstances should exhaust fans operate when outside air dampers are closed.

B. Manual Override: Control may be manually overridden at a wall switch, controller or at the COS. Control will remain in "Override" position for a pre-programmed time period (1 hour, adj).

C. Interlocks:

1. Hardware Interlocks: Controls shall not bypass any safeties or interlocks associated with fire protection shutdown.
2. Software Interlocks: Provide all hardware necessary to achieve software interlocks required for proper system operation. Coordinate with mechanical and electrical contractors.

D. Operator Workstation: Display the following data:

1. System graphic.
2. System occupied/unoccupied mode.
3. Fan on-off command.
4. Fan status.
5. Associated AHU status.
6. Associated DOAS status.
7. Associated ventilation status (minim / maximum)

1.18 OTHER SEQUENCES

A. Operator Overrides: System shall allow operator to enable / disable unit and / or control / adjust all setpoints from COS.

B. Alarms: System shall issue alarm at COS upon failure of fan or failure to achieve setpoint within specified time (15 min. adj.)

C. Graphics pages must have units listed beside parameter values (e.g. °F, ppm, % Open, psi, etc.)

D. When parameters are in manual or test modes, graphics shall indicate that they are in test mode.

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- E. Provide up to 8 hours of programming to account for additional control sequences and fine-tuning above sequences, during the course of the project.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 230993

SECTION 232300 - REFRIGERANT PIPING

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. Refrigerant pipes and fittings.
 - 2. Refrigerant piping valves and specialties.
 - 3. Refrigerants.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of valve and refrigerant piping specialty.
 - 1. Include pressure drop, based on manufacturer's test data, for the following:
 - a. Thermostatic expansion valves.
 - b. Solenoid valves.
 - c. Hot-gas bypass valves.
 - d. Filter dryers.
 - e. Strainers.
 - f. Pressure-regulating valves.
- B. Shop Drawings:
 - 1. 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.
 - 2. Show piping size and piping layout, including oil traps, double risers, specialties, and pipe and tube sizes to accommodate, as a minimum, equipment provided, elevation difference between compressor and evaporator, and length of piping to ensure proper operation and compliance with warranties of connected equipment.
 - 3. Show interface and spatial relationships between piping and equipment.
 - 4. Shop Drawing Scale: 1/4 inch equals 1 foot.

1.4 INFORMATIONAL SUBMITTALS

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

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1.5 CLOSEOUT SUBMITTALS

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

1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to 2010 ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
- B. Comply with ASHRAE 15, "Safety Code for Refrigeration Systems."
- C. Comply with ASME B31.5, "Refrigeration Piping and Heat Transfer Components."

1.7 PRODUCT STORAGE AND HANDLING

- A. Store piping with end caps in place to ensure that piping interior and exterior are clean when installed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Line Test Pressure for Refrigerant R-134a:
 - 1. Suction Lines for Air-Conditioning Applications: 115 psig.
 - 2. Suction Lines for Heat-Pump Applications: 225 psig.
 - 3. Hot-Gas and Liquid Lines: 225 psig.
- B. Line Test Pressure for Refrigerant R-407C:
 - 1. Suction Lines for Air-Conditioning Applications: 230 psig.
 - 2. Suction Lines for Heat-Pump Applications: 380 psig.
 - 3. Hot-Gas and Liquid Lines: 380 psig.
- C. Line Test Pressure for Refrigerant R-410A:
 - 1. Suction Lines for Air-Conditioning Applications: 300 psig.
 - 2. Suction Lines for Heat-Pump Applications: 535 psig.
 - 3. Hot-Gas and Liquid Lines: 535 psig.

2.2 COPPER TUBE AND FITTINGS

- A. Copper Tube: ASTM B 88, Type L, Type ACR.
- B. Wrought-Copper Fittings: ASME B16.22.

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- C. Wrought-Copper Unions: ASME B16.22.
- D. Brazing Filler Metals: AWS A5.8/A5.8M.
- E. Flexible Connectors:
 - 1. Body: Tin-bronze bellows with woven, flexible, tinned-bronze-wire-reinforced protective jacket.
 - 2. End Connections: Socket ends.
 - 3. Offset Performance: Capable of minimum 3/4-inch misalignment in minimum 7-inch-long assembly.
 - 4. Working Pressure Rating: Factory test at minimum 500 psig.
 - 5. Maximum Operating Temperature: 250 deg F.

2.3 VALVES AND SPECIALTIES

- A. Diaphragm Packless Valves:
 - 1. Body and Bonnet: Forged brass or cast bronze; globe design with straight-through or angle pattern.
 - 2. Diaphragm: Phosphor bronze and stainless steel with stainless-steel spring.
 - 3. Operator: Rising stem and hand wheel.
 - 4. Seat: Nylon.
 - 5. End Connections: Socket, union, or flanged.
 - 6. Working Pressure Rating: 500 psig.
 - 7. Maximum Operating Temperature: 275 deg F.
- B. Packed-Angle Valves:
 - 1. Body and Bonnet: Forged brass or cast bronze.
 - 2. Packing: Molded stem, back seating, and replaceable under pressure.
 - 3. Operator: Rising stem.
 - 4. Seat: Nonrotating, self-aligning polytetrafluoroethylene.
 - 5. Seal Cap: Forged-brass or valox hex cap.
 - 6. End Connections: Socket, union, threaded, or flanged.
 - 7. Working Pressure Rating: 500 psig.
 - 8. Maximum Operating Temperature: 275 deg F.
- C. Check Valves:
 - 1. Body: Ductile iron, forged brass, or cast bronze; globe pattern.
 - 2. Bonnet: Bolted ductile iron, forged brass, or cast bronze; or brass hex plug.
 - 3. Piston: Removable polytetrafluoroethylene seat.
 - 4. Closing Spring: Stainless steel.
 - 5. Manual Opening Stem: Seal cap, plated-steel stem, and graphite seal.
 - 6. End Connections: Socket, union, threaded, or flanged.
 - 7. Maximum Opening Pressure: 0.50 psig.
 - 8. Working Pressure Rating: 500 psig.
 - 9. Maximum Operating Temperature: 275 deg F.
- D. Service Valves:
 - 1. Body: Forged brass with brass cap including key end to remove core.
 - 2. Core: Removable ball-type check valve with stainless-steel spring.

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3. Seat: Polytetrafluoroethylene.
 4. End Connections: Copper spring.
 5. Working Pressure Rating: 500 psig.
- E. Solenoid Valves: Comply with AHRI 760 and UL 429; listed and labeled by a National Recognized Testing Laboratory (NRTL).
1. Body and Bonnet: Plated steel.
 2. Solenoid Tube, Plunger, Closing Spring, and Seat Orifice: Stainless steel.
 3. Seat: Polytetrafluoroethylene.
 4. End Connections: Threaded.
 5. Electrical: Molded, watertight coil in NEMA 250 enclosure of type required by location with 1/2-inch conduit adapter, and 24-V ac coil.
 6. Working Pressure Rating: 400 psig.
 7. Maximum Operating Temperature: 240 deg F.
- F. Safety Relief Valves: Comply with 2010 ASME Boiler and Pressure Vessel Code; listed and labeled by an NRTL.
1. Body and Bonnet: Ductile iron and steel, with neoprene O-ring seal.
 2. Piston, Closing Spring, and Seat Insert: Stainless steel.
 3. Seat: Polytetrafluoroethylene.
 4. End Connections: Threaded.
 5. Working Pressure Rating: 400 psig.
 6. Maximum Operating Temperature: 240 deg F.
- G. Thermostatic Expansion Valves: Comply with AHRI 750.
1. Body, Bonnet, and Seal Cap: Forged brass or steel.
 2. Diaphragm, Piston, Closing Spring, and Seat Insert: Stainless steel.
 3. Packing and Gaskets: Non-asbestos.
 4. Capillary and Bulb: Copper tubing filled with refrigerant charge.
 5. Suction Temperature: 40 deg F.
 6. Reverse-flow option (for heat-pump applications).
 7. End Connections: Socket, flare, or threaded union.
- H. Hot-Gas Bypass Valves: Comply with UL 429; listed and labeled by an NRTL.
1. Body, Bonnet, and Seal Cap: Ductile iron or steel.
 2. Diaphragm, Piston, Closing Spring, and Seat Insert: Stainless steel.
 3. Packing and Gaskets: Non-asbestos.
 4. Solenoid Tube, Plunger, Closing Spring, and Seat Orifice: Stainless steel.
 5. Seat: Polytetrafluoroethylene.
 6. Electrical: Molded, watertight coil in NEMA 250 enclosure of type required by location with 1/2-inch conduit adapter and 24-V ac coil.
 7. End Connections: Socket.
 8. Throttling Range: Maximum 5 psig.
 9. Working Pressure Rating: 500 psig.
 10. Maximum Operating Temperature: 240 deg F.
- I. Straight-Type Strainers:
1. Body: Welded steel with corrosion-resistant coating.
 2. Screen: 100-mesh stainless steel.
 3. End Connections: Socket or flare.
 4. Working Pressure Rating: 500 psig.

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5. Maximum Operating Temperature: 275 deg F.

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 parts per million (ppm).
4. Minimum Moisture Indicator Sensitivity: Indicate moisture above 60 ppm.
5. End Connections: Socket or flare.
6. Working Pressure Rating: 500 psig.
7. Maximum Operating Temperature: 240 deg F.

K. Permanent Filter Dryers: Comply with AHRI 730.

1. Body and Cover: Painted-steel shell.
2. Filter Media: 10 micron, pleated with integral end rings; stainless-steel support.
3. Desiccant Media: Activated alumina, charcoal.
4. Designed for reverse flow (for heat-pump applications).
5. End Connections: Socket.
6. Access Ports: NPS 1/4 connections at entering and leaving sides for pressure differential measurement.
7. Working Pressure Rating: 500 psig.
8. Maximum Operating Temperature: 240 deg F.

L. Receivers: Comply with AHRI 495.

1. Comply with 2010 ASME Boiler and Pressure Vessel Code; listed and labeled by an NRTL.
2. Comply with UL 207; listed and labeled by an NRTL.
3. Body: Welded steel with corrosion-resistant coating.
4. Tappings: Inlet, outlet, liquid level indicator, and safety relief valve.
5. End Connections: Socket or threaded.
6. Working Pressure Rating: 500 psig.
7. Maximum Operating Temperature: 275 deg F.

M. Liquid Accumulators: Comply with AHRI 495.

1. Body: Welded steel with corrosion-resistant coating.
2. End Connections: Socket or threaded.
3. Working Pressure Rating: 500 psig.
4. Maximum Operating Temperature: 275 deg F.

2.4 REFRIGERANTS

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

1. Arkema Inc.
2. DuPont Fluorochemicals Div.
3. Genetron Refrigerants; Honeywell International Inc.
4. Mexichem Fluor Inc.

B. ASHRAE 34, R-134a: Tetrafluoroethane.

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- C. ASHRAE 34, R-407C: Difluoromethane/Pentafluoroethane/1,1,1,2-Tetrafluoroethane.
- D. ASHRAE 34, R-410A: Pentafluoroethane/Difluoromethane.

2.5 REFRIGERANT PIPING SUPPORT EXTERIOR TO BUILDING

- A. Exterior: Pre-manufactured strut supports; 3/8" stainless steel threaded rods holding 7" long aluminum cross-strut, stainless steel bolts, 3" to 6" adjustable height, molded 33% fiberglass reinforced nylon support base; UV stabilized. MAPA Products, type MS-2 or MS-3.

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, 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: Schedule 40, black-steel and wrought-steel fittings with welded joints.
- E. Safety-Relief-Valve Discharge Piping: Copper, Type ACR, drawn-temper tubing and wrought-copper fittings with soldered joints.
- F. Safety-Relief-Valve Discharge Piping: Copper, Type ACR, annealed-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 inlet and outlet of hot-gas bypass valves and strainers if they are not an integral part of valves and strainers.
- C. Install a check valve at the compressor discharge and a liquid accumulator at the compressor suction connection.
- D. Except as otherwise indicated, install diaphragm packless valves on inlet and outlet side of filter dryers.
- E. Install a full-size, three-valve bypass around filter dryers.

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- F. Install solenoid valves upstream from each expansion valve and hot-gas bypass valve. Install solenoid valves in horizontal lines with coil at top.
- G. Install thermostatic expansion valves as close as possible to distributors on evaporators.
 - 1. Install valve so diaphragm case is warmer than bulb.
 - 2. Secure bulb to clean, straight, horizontal section of suction line using two bulb straps. Do not mount bulb in a trap or at bottom of the line.
 - 3. If external equalizer lines are required, make connection where it will reflect suction-line pressure at bulb location.
- H. Install safety relief valves where required by 2010 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 the device being protected:
 - 1. Solenoid valves.
 - 2. Thermostatic expansion valves.
 - 3. Hot-gas bypass valves.
 - 4. Compressor.
- K. Install filter dryers in liquid line between compressor and thermostatic expansion valve, and in the suction line at the compressor.
- L. Install receivers sized to accommodate pump-down charge.
- M. Install flexible connectors at compressors.

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.

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- G. Install piping free of sags and bends.
- H. Install fittings for changes in direction and branch connections.
- I. Select system components with pressure rating equal to or greater than system operating pressure.
- J. Refer to Section 230923 "Direct Digital Control (DDC) System for HVAC" and Section 230993.11 "Sequence of Operations for HVAC DDC" for solenoid valve controllers, control wiring, and sequence of operation.
- K. Install piping as short and direct as possible, with a minimum number of joints, elbows, and fittings.
- L. Arrange piping to allow inspection and service of refrigeration equipment. Install valves and specialties in accessible locations to allow for service and inspection. Install access doors or panels as specified in Section 083113 "Access Doors and Frames" if valves or equipment requiring maintenance is concealed behind finished surfaces.
- M. Install refrigerant piping in protective conduit where installed belowground.
- N. Install refrigerant piping in rigid or flexible conduit in locations where exposed to mechanical injury.
- O. Slope refrigerant piping as follows:
 - 1. Install horizontal hot-gas discharge piping with a uniform slope downward away from compressor.
 - 2. Install horizontal suction lines with a uniform slope downward to compressor.
 - 3. Install traps and double risers to entrain oil in vertical runs.
 - 4. Liquid lines may be installed level.
- P. When brazing or soldering, remove solenoid-valve coils and sight glasses; also remove valve stems, seats, and packing, and accessible internal parts of refrigerant specialties. Do not apply heat near expansion-valve bulb.
- Q. Before installation of steel refrigerant piping, clean pipe and fittings using the following procedures:
 - 1. Shot blast the interior of piping.
 - 2. Remove coarse particles of dirt and dust by drawing a clean, lintless cloth through tubing by means of a wire or electrician's tape.
 - 3. Draw a clean, lintless cloth saturated with trichloroethylene through the tube or pipe. Continue this procedure until cloth is not discolored by dirt.
 - 4. Draw a clean, lintless cloth, saturated with compressor oil, squeezed dry, through the tube or pipe to remove remaining lint. Inspect tube or pipe visually for remaining dirt and lint.
 - 5. Finally, draw a clean, dry, lintless cloth through the tube or pipe.
 - 6. Safety-relief-valve discharge piping is not required to be cleaned but is required to be open to allow unrestricted flow.

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- R. Install piping with adequate clearance between pipe and adjacent walls and hangers or between pipes for insulation installation.
- S. Identify refrigerant piping and valves according to Section 230553 "Identification for HVAC Piping and Equipment."
- T. 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."
- U. 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."
- V. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 230518 "Escutcheons for HVAC Piping."

3.4 PIPE JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Fill pipe and fittings with an inert gas (nitrogen or carbon dioxide), during brazing or welding, to prevent scale formation.
- D. Soldered Joints: Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook."
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," Chapter "Pipe and Tube."
 - 1. Use Type BCuP (copper-phosphorus) alloy for joining copper socket fittings with copper pipe.
 - 2. Use Type BAg (cadmium-free silver) alloy for joining copper with bronze or steel.
- F. Threaded Joints: Thread steel 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 to restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry-seal threading is specified.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- G. Welded Joints: Construct joints according to AWS D10.12M/D10.12.
- H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

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3.5 HANGERS AND SUPPORTS

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

3.6 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Comply with ASME B31.5, Chapter VI.
 - 2. Test refrigerant piping, specialties, and receivers. Isolate compressor, condenser, evaporator, and safety devices from test pressure if they are not rated above the test pressure.
 - 3. Test high- and low-pressure side piping of each system separately at not less than the pressures indicated in "Performance Requirements" Article.
 - a. Fill system with nitrogen to the required test pressure.
 - b. System shall maintain test pressure at the manifold gage throughout duration of test.
 - c. Test joints and fittings with electronic leak detector or by brushing a small amount of soap and glycerin solution over joints.
 - d. Remake leaking joints using new materials, and retest until satisfactory results are achieved.
- B. Prepare test and inspection reports.

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3.7 SYSTEM CHARGING

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

3.8 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

SECTION 233113 - METAL DUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Single-wall rectangular ducts and fittings.
 - 2. Single-wall, spiral-seam, round ducts and fittings.
 - 3. Sheet metal materials.
 - 4. Duct liner.
 - 5. Sealants and gaskets.
 - 6. 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.

1.3 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.
- D. Duct system design, as indicated, has been used to select size and type of air-moving and -distribution equipment and other air system components. Changes to layout or configuration of duct system must be specifically approved in writing by Architect. Accompany requests for layout modifications with calculations showing that proposed layout will provide original design results without increasing system total pressure.

1.4 ACTION SUBMITTALS

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

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1. Liners and adhesives.
 2. Sealants and gaskets.
 3. Fire-Stopping Materials.
- 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, liner material, 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.

1.5 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.
- C. Field quality-control reports.

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1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports. AWS D9.1M/D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.
- B. 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.
- C. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-up."
- D. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

PART 2 - PRODUCTS

2.1 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.2 SINGLE-WALL ROUND DUCTS AND FITTINGS

- A. Round, Spiral Lock-Seam Ducts.
- B. 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.

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1. Manufacturers:
 - a. Lindab Inc.
 - b. McGill AirFlow LLC.
 - c. SEMCO Incorporated.
 - d. Sheet Metal Connectors, Inc.
 - e. Spiral Manufacturing Co., Inc.
- C. Flat-Oval Ducts: Indicated dimensions are the duct width (major dimension) and diameter of the round sides connecting the flat portions of the duct (minor dimension).
- D. Duct Joints:
 1. Ducts up to 20 Inches in Diameter: Interior, center-beaded slip coupling, sealed before and after fastening, attached with sheet metal screws.
 2. Ducts 21 to 72 Inches in Diameter: Three-piece, gasketed, flanged joint consisting of two internal flanges with sealant and one external closure band with gasket.
 3. Round Ducts: Prefabricated connection system consisting of double-lipped, EPDM rubber gasket. Manufacture ducts according to connection system manufacturer's tolerances.
 - a. Manufacturers:
 - 1) Ductmate Industries, Inc.
 - 2) Lindab Inc.
- E. 90-Degree Tees and Laterals and Conical Tees: Fabricate to comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible," with metal thicknesses specified for longitudinal-seam straight ducts.
- F. Diverging-Flow Fittings: Fabricate with reduced entrance to branch taps and with no excess material projecting from fitting onto branch tap entrance.
- G. Fabricate elbows using die-formed, gored, pleated, or mitered construction. Unless elbow construction type is indicated, fabricate elbows as follows:
 1. Mitered-Elbow Radius and Number of Pieces: Welded construction complying with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible," unless otherwise indicated.
 2. Round Mitered Elbows with Aerofoil Vanes: Welded construction with the following metal thickness for pressure classes from minus 2- to plus 2-inch wg:
 - a. Ducts 3 to 36 Inches in Diameter: 0.034 inch.
 - b. Ducts 37 to 50 Inches in Diameter: 0.040 inch.
 3. 90-Degree, 2-Piece, Mitered Elbows: Use only for supply systems or for material-handling Class A or B exhaust systems and only where space restrictions do not permit using radius elbows. Fabricate with single-thickness turning vanes.
 4. Round Elbows 8 Inches and Less in Diameter: Fabricate die-formed elbows for 45- and 90-degree elbows and pleated elbows for 30, 45, 60, and 90 degrees only. Fabricate nonstandard bend-angle configurations or nonstandard diameter elbows with gored construction.
 5. Round Elbows 9 through 14 Inches in Diameter: Fabricate gored or pleated elbows for 30, 45, 60, and 90 degrees unless space restrictions require mitered elbows. Fabricate nonstandard bend-angle configurations or nonstandard diameter elbows with gored construction.

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6. Round Elbows Larger than 14 Inches in Diameter and All Flat-Oval Elbows: Fabricate gored elbows unless space restrictions require mitered elbows.
7. Die-Formed Elbows for Sizes through 8 Inches in Diameter and All Pressures 0.040 inch thick with 2-piece welded construction.
8. Round Gored-Elbow Metal Thickness: Same as non-elbow fittings specified above.
9. Pleated Elbows for Sizes through 14 Inches in Diameter and Pressures through 10-Inch wg: 0.022 inch.

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. Carbon-Steel Sheets: Comply with ASTM A 1008/A 1008M, with oiled, matte finish for exposed ducts.
- D. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304 or 316, as indicated in the "Duct Schedule" Article; cold rolled, annealed, sheet. Exposed surface finish shall be No. 2B, No. 2D, No. 3, or No. 4 as indicated in the "Duct Schedule" Article.
- E. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
 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.
- 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.

2.4 DUCT LINER

- A. Fibrous-Glass Duct Liner: Comply with ASTM C 1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."
 1. Manufacturers:
 - a. Owens Corning's Aeroflex Plus Duct Liner or Equal.
 2. Materials: ASTM C 1071; surfaces exposed to airstream shall be coated to prevent erosion of glass fibers.
 - a. Maximum Thermal Conductivity:
 - b. Thickness: 1 inch for sound attenuation, and R8 for thermal insulation.
 - c. Thermal Conductivity (k-Value): 0.26 at 75 deg Fmean temperature.
 - d. Fire-Hazard Classification: Maximum flame-spread index of 25 and smoke-developed index of 50 when tested according to ASTM E84.

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- e. Water-Based Liner Adhesive: As recommended by insulation manufacturer and complying with NFPA 90A or NFPA 90B. For indoor applications, use adhesive that has a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - f. Mechanical Fasteners: Galvanized steel suitable for adhesive attachment, mechanical attachment, or welding attachment to duct without damaging liner when applied as recommended by manufacturer and without causing leakage in duct.
 - 1) Tensile Strength: Indefinitely sustain a 50-lb-tensile, dead-load test perpendicular to duct wall.
 - 2) Fastener Pin Length: As required for thickness of insulation and without projecting more than 1/8 inch into airstream.
 - 3) Adhesive for Attaching Mechanical Fasteners: Comply with fire-hazard classification of duct liner system.
3. Antimicrobial Erosion-Resistant Coating: Apply to the surface of the liner that will form the interior surface of the duct to act as a moisture repellent and erosion-resistant coating. Antimicrobial compound shall be tested for efficacy by an NRTL and registered by the EPA for use in HVAC systems.

2.5 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: 4 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.
 10. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 11. 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."
- 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.

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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.
 6. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 7. 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."
- 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. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
 3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

2.6 HANGERS AND SUPPORTS

- A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.
- B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.
- C. 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."
- D. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.
- E. Steel Cables for Stainless-Steel Ducts: Stainless steel complying with ASTM A 492.
- F. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.
- G. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- H. Trapeze and Riser Supports:

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1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
2. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.
3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

2.7 FIRE-STOPPING

- A. Fire-Resistant Sealant: Provide two-part, foamed-in-place, fire-stopping silicone sealant, one-part elastomeric sealant, formulated for use in a through-penetration fire-stop system for filling openings around duct penetrations through walls and floors, having fire-resistance ratings indicated as established by testing identical assemblies per ASTM E 814 by Underwriters Laboratory, Inc. or other testing and inspecting agency acceptable to authorities having jurisdiction.
- B. Products: Subject to compliance with requirements, products that may be incorporated in the Work are limited to, the following:
 1. "Dow Corning Fire Stop Foam"; Dow Corning Corp.
 2. "Dow Corning Fire Stop Sealant"; Dow Corning Corp.
 3. "3M Fire Barrier Caulk CP-25"; Electrical Products Div./3M.
- C. Seams and laps arranged on top of duct.

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 and flat-oval 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.

SECTION 233113 - METAL DUCTS

- 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. Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."

3.2 INSTALLATION OF EXPOSED DUCTWORK

- A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.
- B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.
- C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.
- D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.
- E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 APPLICATION OF LINER IN RECTANGULAR DUCTS

- A. Adhere a single layer of indicated thickness of duct liner with at least 90 percent adhesive coverage at liner contact surface area. Attaining indicated thickness with multiple layers of duct liner is prohibited.
- B. Apply adhesive to transverse edges of liner facing upstream that do not receive metal nosing.
- C. Butt transverse joints without gaps and coat joint with adhesive.
- D. Fold and compress liner in corners of rectangular ducts or cut and fit to ensure butted-edge overlapping.
- E. Do not apply liner in rectangular ducts with longitudinal joints, except at corners of ducts, unless duct size and standard liner product dimensions make longitudinal joints necessary.
- F. Apply adhesive coating on longitudinal seams in ducts with air velocity of 2500 fpm.

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- G. Secure liner with mechanical fasteners 4 inches from corners and at intervals not exceeding 12 inches transversely; at 3 inches from transverse joints and at intervals not exceeding 18 inches longitudinally.
- H. Secure transversely oriented liner edges facing the airstream with metal nosings that have either channel or "Z" profiles or are integrally formed from duct wall. Fabricate edge facings at the following locations:
 - 1. Fan discharges.
 - 2. Intervals of lined duct preceding unlined duct.
 - 3. Upstream edges of transverse joints in ducts where air velocities are greater than 2500 fpm or where indicated.
- I. Terminate inner ducts with buildouts attached to fire-damper sleeves, dampers, turning vane assemblies, or other devices. Fabricated buildouts (metal hat sections) or other buildout means are optional; when used, secure buildouts to duct walls with bolts, screws, rivets, or welds.

3.4 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", and as defined below.
 - 1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 - 2. All Ducts U.N.O: Seal Class A.
 - 3. Unconditioned Space, Return-Air Ducts: Seal Class B.
 - 4. Conditioned Space, Return-Air Ducts: Seal Class C.

3.5 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. 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.

SECTION 233113 - METAL DUCTS

- 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.

3.6 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.

3.7 PAINTING

- A. Paint interior of metal ducts that are visible through registers and grilles and that do not have duct liner. Apply one coat of flat, black, latex paint over a compatible galvanized-steel primer. Paint materials and application requirements are specified in Division 9 Sections.

3.8 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Leakage Tests:
 - 1. **Comply with requirements for Leakage Class A for sealing all ducts.** Refer to SMACNA's "HVAC Air Duct Leakage Test Manual." Submit a test report for each test.
 - 2. Test the following systems:
 - a. Supply, Return, Exhaust, Outdoor Ducts with a Pressure Class of 2-Inch wg or Higher: Test representative duct sections, selected by Architect from sections installed, totaling no less than 50 percent of total installed duct area for each designated pressure class.
 - b. Engineer will randomly designate two supply duct systems for testing in accordance with Section 4 of SMACNA HVAC Air Duct Leakage Test Manual, current edition. If leakage test results exceed SMACNA allowable leakage rates, then additional two systems shall be tested. Supply duct test section shall include main trunk line from the mechanical room to the farthest VAV box. For systems without VAV boxes, main trunk shall be determined on site
 - 3. Disassemble, reassemble, and seal segments of systems to accommodate leakage testing and for compliance with test requirements.
 - 4. Test for leaks before applying external insulation.
 - 5. Conduct tests at static pressures equal to maximum design pressure of system or section being tested. If static-pressure classes are not indicated, test system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure.
 - 6. Give seven days' advance notice for testing.

SECTION 233113 - METAL DUCTS

- C. Duct System Cleanliness Tests:
 - 1. Visually inspect duct system to ensure that no visible contaminants are present.
 - 2. Test sections of metal duct system, chosen randomly by Owner, for cleanliness according to "Vacuum Test" in NADCA ACR, "Assessment, Cleaning and Restoration of HVAC Systems."
 - a. Acceptable Cleanliness Level: Net weight of debris collected on the filter media shall not exceed 0.75 mg/100 sq. cm.
- D. Duct system will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

3.9 DUCT CLEANING

- A. Clean new and existing duct system(s) before testing, adjusting, and balancing.
- B. Use service openings for entry and inspection.
 - 1. Create new openings and install access panels appropriate for duct static-pressure class if required for cleaning access. Provide insulated panels for insulated or lined duct. Patch insulation and liner as recommended by duct liner manufacturer. Comply with Section 233300 "Air Duct Accessories" for access panels and doors.
 - 2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection.
 - 3. Remove and reinstall ceiling to gain access during the cleaning process.
- C. Particulate Collection and Odor Control:
 - 1. When venting vacuuming system inside the building, use HEPA filtration with 99.97 percent collection efficiency for 0.3-micron-size (or larger) particles.
 - 2. When venting vacuuming system to outdoors, use filter to collect debris removed from HVAC system, and locate exhaust downwind and away from air intakes and other points of entry into building.
- D. 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.
 - 5. Return-air ducts, dampers, actuators, and turning vanes except in ceiling plenums and mechanical equipment rooms.
 - 6. Supply-air ducts, dampers, actuators, and turning vanes.
 - 7. Dedicated exhaust and ventilation components and makeup air systems.
- E. Mechanical Cleaning Methodology:
 - 1. Clean metal duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.

SECTION 233113 - METAL DUCTS

2. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure.
3. Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging integrity of metal ducts, duct liner, or duct accessories.
4. Clean fibrous-glass duct liner with HEPA vacuuming equipment; do not permit duct liner to get wet. Replace fibrous-glass duct liner that is damaged, deteriorated, or delaminated or that has friable material, mold, or fungus growth.
5. Clean coils and coil drain pans according to NADCA 1992. Keep drain pan operational. Rinse coils with clean water to remove latent residues and cleaning materials; comb and straighten fins.
6. Provide drainage and cleanup for wash-down procedures.
7. Antimicrobial Agents and Coatings: Apply EPA-registered antimicrobial agents if fungus is present. Apply antimicrobial agents according to manufacturer's written instructions after removal of surface deposits and debris.

3.10 START UP

- A. Air Balance: Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC."

3.11 DUCT SCHEDULE

- A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:
 - A. Supply Ducts:
 1. Ducts Connected to Fan Coil Units, and Terminal Units:
 - a. Pressure Class: Positive 2-inch wg.
 - b. Minimum SMACNA Seal Class: A
 2. Ducts Connected to Constant-Volume Air-Handling Units, [including DOAS](#)
 - a. Pressure Class: Positive 3-inch wg
 - b. Minimum SMACNA Seal Class: A
 3. Ducts Connected to Variable-Air-Volume Air-Handling Units:
 - a. Pressure Class: Positive 4-inch wg.
 - b. Minimum SMACNA Seal Class: A
 - B. Return Ducts:
 1. Ducts Connected to Fan Coil Units, and Terminal Units
 - a. Pressure Class: Positive or negative 2-inch wg
 - b. Minimum SMACNA Seal Class: B.
 2. Ducts Connected to Air-Handling Units
 - a. Pressure Class: Positive or negative 3-inch wg
 - b. Minimum SMACNA Seal Class: B
 - C. Exhaust Ducts:
 1. Ducts Connected to Fans Exhausting (ASHRAE 62.1, Class 1 and 2) Air:
 - a. Pressure Class: Negative 2-inch wg
 - b. Minimum SMACNA Seal Class: A

SECTION 233113 - METAL DUCTS

- D. Outdoor-Air (Not Filtered, Heated, or Cooled) Ducts:
1. Ducts Connected to AHUs, Fan Coil Units, Furnaces, Heat Pumps, and Terminal Units
 - a. Pressure Class: Positive or negative 2-inch wg
 - b. Minimum SMACNA Seal Class: A
- E. Double-Wall Duct Interstitial Insulation:
1. Supply Air Ducts: 2 inches thick, unless noted otherwise on drawings.
- F. Elbow Configuration:
1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Elbows."
 - a. Double Skin vaned elbows. See drawings.
 2. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-3, "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: Standing seam.
- G. 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 and Flat Oval: 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.
- H. **Exterior duct gauge and duct supports:**
1. **Design and build duct gauge and duct structural supports for exterior duct to meet the requirements of windstorm certification and all applicable building codes.**
 2. **Retain a licensed structural engineer and provide a sealed structural design.**
 3. **Evaluate existing metal building structure to determine cost effective method of supporting exterior ducts.**

END OF SECTION 233113

SECTION 233300 - AIR DUCT 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. Backdraft and pressure relief dampers.
 - 2. Barometric relief dampers.
 - 3. Manual volume dampers.
 - 4. Control dampers.
 - 5. Fire dampers.
 - 6. Flange connectors.
 - 7. Turning vanes.
 - 8. Remote damper operators.
 - 9. Duct-mounted access doors.
 - 10. Flexible connectors.
 - 11. Flexible ducts.
 - 12. Duct accessory hardware.

1.3 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. Control-damper installations.
 - d. Fire-damper, ceiling, and corridor damper installations, including sleeves; and duct-mounted access doors and remote damper operators.
 - e. Wiring Diagrams: For power, signal, and control wiring.

SECTION 233300 - AIR DUCT ACCESSORIES

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which ceiling-mounted access panels and access doors required for access to duct accessories are shown and coordinated with each other, using input from Installers of the items involved.
- B. Source quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For air duct accessories to include in 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. Fusible Links: Furnish quantity equal to 10 percent of amount installed.

1.7 QUALITY ASSURANCE

- 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 AMCA 500-D testing for damper rating.

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.

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- B. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304.
- 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. Greenheck Fan Corporation.
 - 2. Nailor Industries Inc.
 - 3. Pottorff.
 - 4. Ruskin Company.
- B. Description: Gravity balanced. Blades of maximum 6-inch width, with sealed edges, assembled in rattle-free manner, steel ball bearings, and axles.
- C. Frame: Hat-shaped, 0.05-inch-thick, galvanized sheet steel, with welded corners and mounting flange.
- D. Blades: Multiple single-piece blades, 0.050-inch-thick aluminum sheet with sealed edges.
- E. Blade Action: Parallel.
- F. Blade Seals: Neoprene, mechanically locked.
- G. Blade Axles:
 - 1. Material: Galvanized steel.
- H. Tie Bars and Brackets: Galvanized steel.
- I. Return Spring: Adjustable tension.
- J. Accessories:
 - 1. Adjustment device to permit setting for varying differential static pressure.
 - 2. Counterweights and spring-assist kits for vertical airflow installations.
 - 3. Electric actuators, where noted.
 - 4. Chain pulls.
 - 5. Screen Mounting: Front mounted in sleeve.

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- a. Sleeve Thickness: 20 gage minimum.
 - b. Sleeve Length: 6 inches minimum.
6. Screen Mounting: Rear mounted.
 7. Screen Material: Stainless steel.
 8. Screen Type: Bird.
 9. 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. Flexmaster U.S.A., Inc.
 - b. McGill AirFlow LLC.
 - c. Nailor Industries Inc.
 - d. Pottorff.
 - e. Ruskin Company.
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. Tie Bars and Brackets: Galvanized steel.

B. Standard, Aluminum, Manual Volume Dampers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. McGill AirFlow LLC.
 - b. Nailor Industries Inc.
 - c. Pottorff.
 - d. Ruskin Company.

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2. Standard leakage rating, with linkage outside airstream.
 3. Suitable for horizontal or vertical applications.
 4. Frames: Hat-shaped, 0.10-inch-thick, aluminum sheet channels; frames with 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. Roll-Formed Aluminum Blades: 0.10-inch-thick aluminum sheet.
 - e. Extruded-Aluminum Blades: 0.050-inch-thick extruded aluminum.
 6. Blade Axles: Galvanized steel.
 7. Tie Bars and Brackets: Aluminum.
- C. Low-Leakage, Steel, Manual Volume Dampers:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Pottorff.
 - b. Ruskin Company.
 2. Comply with AMCA 500-D testing for damper rating.
 3. Low-leakage rating, with linkage outside airstream, and bearing AMCA's Certified Ratings Seal for both air performance and air leakage.
 4. Suitable for horizontal or vertical applications.
 5. Frames:
 - a. Hat shaped.
 - b. 0.094-inch-thick, galvanized sheet steel.
 - c. Mitered and welded corners.
 - d. Flanges for attaching to walls and flangeless frames for installing in ducts.
 6. Blades:
 - a. Multiple or single blade.
 - b. Parallel- or opposed-blade design.
 - c. Stiffen damper blades for stability.
 - d. Galvanized, roll-formed steel, 0.064 inch thick.
 7. Blade Axles: Galvanized steel.
 8. Blade Seals: Neoprene.
 9. Tie Bars and Brackets: Galvanized steel.
 10. Accessories:
 - a. Include locking device to hold single-blade dampers in a fixed position without vibration.

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D. Low-Leakage, Aluminum, Manual Volume Dampers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Pottorff.
 - b. Ruskin Company.
2. Comply with AMCA 500-D testing for damper rating.
3. Low-leakage rating, with linkage outside airstream, and bearing AMCA's Certified Ratings Seal for both air performance and air leakage.
4. Suitable for horizontal or vertical applications.
5. Frames: Hat-shaped, 0.10-inch-thick, aluminum sheet channels; frames with flanges for attaching to walls and flangeless frames for installing in ducts.
6. Blades:
 - a. Multiple or single blade.
 - b. Parallel- or opposed-blade design.
 - c. Roll-Formed Aluminum Blades: 0.10-inch-thick aluminum sheet.
 - d. Extruded-Aluminum Blades: 0.050-inch-thick extruded aluminum.
7. Blade Axles: Galvanized steel.
8. Blade Seals: Neoprene.
9. Tie Bars and Brackets: Aluminum.
10. Accessories:
 - a. Include locking device to hold single-blade dampers in a fixed position without vibration.

E. Jackshaft:

1. Size: 1-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.

F. 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 CONTROL DAMPERS

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

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1. [Greenheck Fan Corporation.](#)
 2. [Pottorff.](#)
 3. [Ruskin Company.](#)
 4. [Young Regulator Company.](#)
- B. Low-leakage rating, with linkage outside airstream, and bearing AMCA's Certified Ratings Seal for both air performance and air leakage.
- C. Frames:
1. Hat shaped.
 2. 0.094-inch-thick, galvanized sheet steel.
 3. Mitered and welded corners.
- D. Blades:
1. Multiple blade with maximum blade width of 6 inches.
 2. Opposed-blade design.
 3. Galvanized-steel.
 4. 0.064 inch thick single skin.
 5. Blade Edging: Closed-cell neoprene.
 6. Blade Edging: Inflatable seal blade edging, or replaceable rubber seals.
- E. Blade Axles: 1/2-inch-diameter; galvanized steel; blade-linkage hardware of zinc-plated steel and brass; ends sealed against blade bearings.
1. Operating Temperature Range: From minus 40 to plus 200 deg F.
- F. Bearings:
1. Molded synthetic.
 2. Dampers in ducts with pressure classes of 3-inch wg or less shall have axles full length of damper blades and bearings at both ends of operating shaft.
 3. Thrust bearings at each end of every blade.

2.6 FIRE DAMPERS

- A. [Manufacturers:](#) Subject to compliance with requirements, provide products by one of the following:
1. [Greenheck Fan Corporation.](#)
 2. [Pottorff.](#)
 3. [Ruskin Company.](#)
- B. Type: Dynamic; rated and labeled according to UL 555 by an NRTL.
- C. Closing rating in ducts up to 4-inch wg static pressure class and minimum 2000-fpm velocity.
- D. Fire Rating: 1-1/2 hours.

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- E. Frame: Curtain type with blades outside airstream; fabricated with roll-formed, 0.034-inch-thick galvanized steel; with mitered and interlocking corners.
- F. Mounting Sleeve: Factory- or field-installed, galvanized sheet steel.
 - 1. Minimum Thickness: 0.138 inch thick, as indicated, and of length to suit application.
 - 2. Exception: Omit sleeve where damper-frame width permits direct attachment of perimeter mounting angles on each side of wall or floor; thickness of damper frame must comply with sleeve requirements.
- G. Mounting Orientation: Vertical or horizontal as indicated.
- H. Blades: Roll-formed, interlocking, 0.034-inch-thick, galvanized sheet steel. In place of interlocking blades, use full-length, 0.034-inch-thick, galvanized-steel blade connectors.
- I. Horizontal Dampers: Include blade lock and stainless-steel closure spring.
- J. Heat-Responsive Device: Replaceable, 165 deg F rated, fusible links.

2.7 FLANGE CONNECTORS

- A. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:
 - 1. [Ductmate Industries, Inc.](#)
 - 2. [Nexus PDQ.](#)
 - 3. [Ward Industries, Inc.](#)
- B. Description: Factory-fabricated, slide-on transverse flange connectors, gaskets, and components.
- C. Material: Galvanized steel.
- D. Gage and Shape: Match connecting ductwork.

2.8 TURNING VANES

- A. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:
 - 1. [Ductmate Industries, Inc.](#)
 - 2. [METALAIRE, Inc.](#)
 - 3. [SEMCO Incorporated.](#)
 - 4. [Ward Industries, 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.
 - 1. Acoustic Turning Vanes: Fabricate airfoil-shaped aluminum extrusions with perforated faces and fibrous-glass fill.

SECTION 233300 - AIR DUCT ACCESSORIES

- C. General Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 4-3, "Vaness and Vane Runners," and 4-4, "Vane Support in Elbows."
- D. Vane Construction: Double wall.

2.9 REMOTE DAMPER OPERATORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Pottorff.
 - 2. Young Regulator Company.
- B. Description: Cable system designed for remote manual damper adjustment.
- C. Tubing: Brass.
- D. Cable: Stainless steel.
- E. Wall-Box Cover-Plate Material: Stainless steel.

2.10 DUCT-MOUNTED ACCESS DOORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Flexmaster U.S.A., Inc.
 - 2. Greenheck Fan Corporation.
 - 3. Pottorff.
- 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. Vision panel.
 - d. Hinges and Latches: 1-by-1-inch butt or piano hinge and cam latches.
 - e. Fabricate doors airtight and suitable for duct pressure class.
 - 2. Frame: Galvanized sheet steel, with bend-over tabs and foam gaskets.

2.11 FLEXIBLE CONNECTORS

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

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1. [Ductmate Industries, Inc.](#)
 2. [Duro Dyne Inc.](#)
 3. [Ward Industries, 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 5-3/4 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.
- G. High-Temperature System, Flexible Connectors: Glass fabric coated with silicone rubber.
1. Minimum Weight: 16 oz./sq. yd..
 2. Tensile Strength: 285 lbf/inch in the warp and 185 lbf/inch in the filling.
 3. Service Temperature: Minus 67 to plus 500 deg F.
- H. High-Corrosive-Environment System, Flexible Connectors: Glass fabric with chemical-resistant coating.
1. Minimum Weight: 14 oz./sq. yd..
 2. Tensile Strength: 450 lbf/inch in the warp and 340 lbf/inch in the filling.
 3. Service Temperature: Minus 67 to plus 500 deg F.

2.12 FLEXIBLE DUCTS

- A. [Manufacturers](#): Subject to compliance with requirements, provide products by the following:
1. [Flexmaster U.S.A., Inc.](#)
 2. Thermaflex
- A. Where acoustical flexible duct is shown on drawings, provide Flexmaster Type 8M (or Thermaflex M-KE) UL 181 Class I Air Duct or equal.
- B. The duct shall be constructed of a CPE fabric supported by helical wound galvanized steel. The fabric shall be mechanically locked to the steel helix without the use of adhesives or chemicals.

SECTION 233300 - AIR DUCT ACCESSORIES

- C. The internal working pressure rating shall be at least 6" w.g. positive and 4" w.g. negative through 16" diameter, and 1" w.g. negative for 18" and 20" diameters, with a bursting pressure of at least 2 ½ time the working pressure.
- D. The duct shall be rated for a velocity of at least 4000 feet per minute.
- E. The duct must be suitable for continuous operation at a temperature range of -20° F to +250° F.
- F. Factory insulate the flexible duct with fiberglass insulation. The R-value shall be at least 8 at a mean temperature of 75° F.
- G. Cover the insulation with a fire retardant metalized vapor barrier jacket reinforced with crosshatched scrim having a permeance of not greater than 0.05 perms when tested in accordance with ASTM E96, Procedure.
- H. Sound attenuation Properties: Acoustical performance, when tested by an independent laboratory in accordance with the Air Diffusion Council's Flexible Air Duct Test Code FD 72-R1, Section 3.0, Sound Properties, shall be as follows:

| Octave Band | 2 | 3 | 4 | 5 | 6 | 7 |
|---------------------|----------|----------|----------|----------|----------|----------|
| Hz. | 125 | 250 | 500 | 1000 | 2000 | 4000 |
| 6" diameter | 7 | 31 | 40 | 38 | 40 | 27 |
| 8" diameter | 13 | 29 | 36 | 35 | 38 | 22 |
| 12" diameter | 21 | 28 | 29 | 33 | 26 | 12 |

- I. 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.

2.13 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 and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.

SECTION 233300 - AIR DUCT ACCESSORIES

- B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.
- C. Install backdraft dampers (control dampers for fans 2,000CFM and larger) 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. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.
 - 1. Install steel volume dampers in steel ducts.
 - 2. Install aluminum volume dampers in aluminum 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 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. At each change in direction and at maximum 50-foot spacing.
 - 8. Upstream from turning vanes.
 - 9. Upstream or downstream from duct silencers.
 - 10. Control devices requiring inspection.
 - 11. Elsewhere as indicated.
- 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.

SECTION 233300 - AIR DUCT ACCESSORIES

- K. Label access doors according to Section 230553 "Identification for HVAC Piping and Equipment" to indicate the purpose of access door.
- L. Install flexible connectors to connect ducts to equipment.
- M. For fans developing static pressures of 5-inch wg and more, cover flexible connectors with loaded vinyl sheet held in place with metal straps.
- N. Connect terminal units to supply ducts directly, and for fan powered boxes with maximum 12-inch lengths of flexible duct. Do not use flexible ducts to change directions.
- O. Connect flexible ducts to metal ducts with stainless steel draw bands.
- P. 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, smoke, and combination 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.
 - 5. Operate remote damper operators to verify full range of movement of operator and damper.

END OF SECTION 233300

SECTION 236200 – PACKAGED COMPRESSOR AND CONDENSER 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 packaged, refrigerant compressor and condenser units.

1.3 PERFORMANCE REQUIREMENTS

- A. **Delegated Design:** Design ACCU supports to comply with **wind** performance requirements, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. **Wind-Restraint Performance** rated for basic Wind Speed: Rated for project location.

1.4 ACTION SUBMITTALS

- A. **Product Data:** For each compressor and condenser unit. Include rated capacities, operating characteristics, and furnished specialties and accessories. Include equipment dimensions, weights and structural loads, required clearances, method of field assembly, components, and location and size of each field connection.
- 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.
- C. **Delegated-Design Submittal:** For compressor and condenser units 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. **Design Calculations:** Calculate requirements for selecting **wind restraints**.

1.5 INFORMATIONAL SUBMITTALS

- A. **Coordination Drawings:** Plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
 - 1. Structural members to which compressor and condenser units will be attached.
 - 2. Liquid and vapor pipe sizes.
 - 3. Refrigerant specialties.
 - 4. Piping including connections, oil traps, and double risers.
 - 5. Compressors.
 - 6. Evaporators.

SECTION 236200 – PACKAGED COMPRESSOR AND CONDENSER UNITS

- B. **Manufacturer Wind Loading Qualification Certification:** Submit certification that specified equipment will withstand wind forces identified in "Performance Requirements" Article, Division 7 and in Division 23 Section "Vibration Controls for HVAC Piping and Equipment."
 - 1. **Basis for Certification:** Indicate whether withstand certification is based on actual test of assembled components or on calculations.
 - 2. **Dimensioned Outline Drawings of Equipment Unit:** Identify center of wind force and locate and describe mounting and anchorage provisions.
 - 3. **Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.**
- C. **Wind Storm Certification, International Building Code and TDI Compliance Statement and shop drawings from a licensed PE for IBC and TDI.**
 - 1. **Licensed Professional Engineer shall certify that the listed items are designed for and will withstand wind speed for the location of the project, per the relevant edition of International Building Code, ASCE Std 7, Texas Department of Insurance requirements:**
 - 2. **Sealed shop drawings showing installation instructions and attachment of equipment. Include quantity and type of restraining brackets/clips, screws, spacing, etc.**
 - a. **Equipment curb/attachment for exterior and roof mounted equipment such as RTUs, ACCU, fans.**
 - b. **Attachment of equipment to curb/pad.**
 - c. **Attachment of curb/pad to building structure.**
- D. **Field quality-control reports.**
- E. **Warranty: Sample of special warranty.**

1.6 CLOSEOUT SUBMITTALS

- A. **Operation and Maintenance Data:** For compressor and condenser units to include in emergency, operation, and maintenance manuals.

1.7 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."
- D. **ASME Compliance:** Fabricate and label water-cooled compressor and condenser units to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

SECTION 236200 – PACKAGED COMPRESSOR AND CONDENSER UNITS

1.8 COORDINATION

- A. Coordinate sizes and locations of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Section 033000 "Cast-In-Place Concrete" and Section 033053 "Miscellaneous Cast-In-Place Concrete."
- B. Coordinate location of piping and electrical rough-ins.

1.9 WARRANTY

- A. Special 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 (Air-cooled Condensing Unit): Five years bumper-to-bumper warranty for parts and labor from date of Startup. Contractor is responsible for scheduling delivery of equipment to the jobsite less than 6 months prior to startup. Startup of equipment shall not occur more than 6 months prior to substantial completion. Any extensions in warranty required due to early deliveries, scheduling equipment without adequate time to obtain substantial completion within 6 month schedule or due to construction time extensions shall be paid for by the contractor.
 - 3. **ALTERNATE BID**: Warranty Period for the units (bumper-to-bumper, including all parts, coils, labor, and refrigerant): Manufacturer's standard, but not less than five years from date of startup. Contractor is responsible for scheduling delivery of equipment to the jobsite less than 6 months prior to startup. Startup of equipment shall not occur more than 6 months prior to substantial completion. Any extensions in warranty required due to early deliveries, scheduling equipment without adequate time to obtain substantial completion within 6 month schedule or due to construction time extensions shall be paid for by the contractor.
 - a. Provide necessary service contract on the entire unit for 5 years, including 3 running inspections and 1 annual service each year, with coil cleaning and other maintenance required to maintain manufacturer's warranty.

PART 2 - PRODUCTS

2.1 COMPRESSOR AND CONDENSER UNITS, AIR COOLED

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Daikin Applied
 - 2. Carrier Corporation; a unit of United Technologies Corp.
 - 3. 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.

SECTION 236200 – PACKAGED COMPRESSOR AND CONDENSER UNITS

- C. Compressor: Hermetic scroll or semi hermetic compressor designed for service with crankcase sight glass, crankcase heater, and back seating service access valves on suction and discharge lines.
1. See construction schedules for type of compressor and staging required.
 2. Variable capacity scroll compressor on the lead refrigerant circuit which shall be capable of modulation from 10- 100% of its capacity, for units over 20 tons. Multiple compressors with RAWAL Valve for units 20 tons and smaller.
 3. Motor: Single speed, and includes thermal- and current-sensitive overload devices, start capacitor, relay, and contactor.
 4. Accumulator: Suction tube.
 5. Provide sound attenuation blankets.
- D. Refrigerant: R-410A.
- E. Preferred Condenser Coil: Seamless copper-tube, aluminum-fin coil; including subcooling circuit and backseating liquid-line service access valve, with removable drain pan and brass service valves with service ports, with separate and independent refrigeration circuit for each compressor. Include liquid accumulator. Factory test coils at 650 psig, then dehydrate by drawing a vacuum and fill with a holding charge of nitrogen.
- F. Coils may be fabricated from aluminum microchannel tubes with equalizing-type vertical distributor.
1. Provide an independent expansion device for each refrigeration circuit. Factory pressure tested at 450 psig and leak tested at 200 psig.
- G. Condenser coil shall be supplied with hail guards.
- H. Coil Coating: Coil shall have a flexible, epoxy polymer e-coat uniformly applied to all coil surface areas without material bridging between fins. Humidity and water immersion resistance shall be up to a minimum 1,000 and 250 hours respectively (ASTM D2247-92 and ASTM D870-92). Corrosion durability shall be confirmed through testing to no less than 6,000 hours salt spray per ASTM B117-90. Coated coils shall receive a spray-applied, UV-resistant polyurethane topcoat to prevent UV degradation of the e-coat. Coating shall carry a 5 year warranty, from the date of original equipment shipment from the factory.
- I. Condenser Fans: Propeller-type vertical discharge; directly driven. Include the following:
1. Permanently lubricated ball-bearing motors.
 2. Separate motor for each fan.
 3. Motors with thermal-overload cutouts.
 4. Dynamically and statically balanced fan assemblies.
- J. 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. 3-leg, compressor-overload protection.
 6. Control transformer.
 7. Magnetic contactors for compressor and condenser fan motors.
 8. Timer to prevent excessive compressor cycling.

SECTION 236200 – PACKAGED COMPRESSOR AND CONDENSER UNITS

- K. Accessories:
1. Coordinate with specified building automation system.
 2. Low Ambient Controller: Cycles condenser fan to permit operation down to 40 deg F with time-delay relay to bypass low-pressure switch.
 3. Package with refrigerant circuit suction and discharge gages, and service valves.
 4. Part-winding-start timing relay, circuit breakers, and contactors.
 5. Automatic-reset timer to prevent rapid cycling of compressor.
 6. Thermostatic expansion valve to match with Evaporator Coil.
 7. Evaporator defrost controller.
 8. Liquid line solenoid valves, multiple compressors, electric unloaders or Digital Scroll, factory/field installed accumulators to accomplish stages of unloading.
 9. Site glass, filter-dryer.
 10. Sound Hood: Wraps around sound attenuation cover for compressor.
 11. See drawing schedules.
- L. 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. Lifting lugs to facilitate rigging of units.
 3. Perimeter base rail with forklift slots and lifting holes to facilitate rigging.
 4. Condenser coil hail guard to protect coil from physical damage.
 5. Compressor sound blankets
 6. E-coat for condenser coil.
 7. Wind Restraints: Metal brackets compatible with the unit casing, painted to match unit, used to anchor unit to the pad, and designed for loads at Project site.

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.

2.3 SOURCE QUALITY CONTROL

- A. Verification of Performance: Rate compressor and condenser units according to ARI 206/110, ARI 306/110.
- B. Energy Efficiency: Equal to or greater than the higher of the scheduled efficiency or that prescribed by ASHRAE/IESNA 90.1, "Energy Efficient Design of New Buildings except Low-Rise Residential Buildings," Section 6, "Heating, Ventilating, and Air-Conditioning."
- C. Test and inspect shell and tube condensers according to ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.
- D. Testing Requirements: Factory test sound-power-level ratings according to ARI 270.

SECTION 236200 – PACKAGED COMPRESSOR AND CONDENSER UNITS

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 compressor and condenser units.
- B. Examine roughing-in for refrigerant piping systems to verify actual locations of piping connections before equipment installation.
- C. Examine walls, floors, and roofs for suitable conditions where compressor and condenser units will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install units level and plumb, firmly anchored in locations indicated.
- B. 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.", Section 033053 "Miscellaneous Cast-in-Place Concrete."
 - 2. Comply with requirements for vibration isolation devices specified in Section 230548.13 "Vibration Controls for HVAC."
 - 3. Provide anchoring devices to meet windstorm certification.
- C. Maintain manufacturer's recommended clearances for service and maintenance.
- D. Loose Components: Install electrical components, devices, and accessories that are not factory mounted.

3.3 CONNECTIONS

- A. Where installing piping adjacent to equipment, allow space for service and maintenance of equipment.
- B. Connect refrigerant piping to air-cooled compressor and condenser units; maintain required access to unit. Install furnished field-mounted accessories. Refrigerant piping and specialties are specified in Section 232300 "Refrigerant Piping."
- C. Arrange for insulation of entire evaporator body, all suction lines, and all other surfaces where condensation might occur, both internal and external to unit cabinet, whether such items are factory-insulated or not, and whether provided by manufacturer or installing contractor. Non-insulated cold surfaces will not be accepted.
- D. Ground equipment.

SECTION 236200 – PACKAGED COMPRESSOR AND CONDENSER UNITS

1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. Where manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- E. Electrical Connections: Comply with requirements in Division 16 Sections for power wiring, switches, and motor controls.

3.4 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections, and to assist in testing.
- 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.
- D. Compressor and condenser units will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports.

3.5 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service for split system.
1. Complete installation and startup checks according to manufacturer's written instructions and perform the following:
 - a. Inspect for physical damage to unit casing.
 - b. Verify that access doors move freely and are weathertight.
 - c. Clean units and inspect for construction debris.
 - d. Verify that all bolts and screws are tight.
 - e. Adjust vibration isolation and flexible connections.
 - f. Verify that controls are connected and operational.
- B. Lubricate bearings on fan motors.

SECTION 236200 – PACKAGED COMPRESSOR AND CONDENSER UNITS

- C. Verify that fan wheel is rotating in the correct direction and is not vibrating or binding.
- D. Adjust fan belts to proper alignment and tension.
- E. Start unit according to manufacturer's written instructions and complete manufacturer's startup checklist.
- F. Measure and record airflow and air temperature rise over coils.
- G. Verify proper operation of condenser capacity control device.
- H. Verify that vibration isolation and flexible connections properly dampen vibration transmission to structure.
- I. After startup and performance test, lubricate bearings.

3.6 DEMONSTRATION

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

END OF SECTION 236200

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 full 2" double wall, modular air-handling units with direct expansion cooling coils, in horizontal and vertical configurations, for indoor installations on concrete pads.

1.3 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Casing panels shall be self-supporting and capable of withstanding 133 percent of internal static pressures indicated, without panel joints exceeding a deflection of L/240 where "L" is the unsupported span length within completed casings.

1.4 SUBMITTALS

- A. Product Data: For each air-handling unit indicated.
 - 1. Unit dimensions and weight.
 - 2. Cabinet material, metal thickness, finishes, insulation, and accessories.
 - 3. Fans:
 - a. AMCA 210 certified fan-performance curves with system operating conditions indicated.
 - b. AMCA 301 certified fan-sound power ratings.
 - c. Fan construction and accessories.
 - d. Motor ratings, electrical characteristics, and motor accessories.
 - 4. Certified coil-performance ratings with system operating conditions indicated.
 - 5. Dampers, including housings, linkages, and operators.
 - 6. Filters with performance characteristics.
- B. Coordination Drawings: Floor plans and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 - 1. Mechanical-room layout and relationships between components and adjacent structural and mechanical elements.
 - 2. Support location, type, and weight.
 - 3. Field measurements.
- C. Source quality-control reports.
- D. Field quality-control reports.

SECTION 237313 - MODULAR INDOOR CENTRAL-STATION AIR-HANDLING UNITS

- E. Operation and Maintenance Data: For air-handling units to include in emergency, operation, and maintenance manuals.

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. NFPA Compliance: Comply with NFPA 90A for design, fabrication, and installation of air-handling units and components.
- C. AHRI Certification: Air-handling units and their components shall be factory tested according to AHRI 430, "Central-Station Air-Handling Units," and shall be listed and labeled by AHRI.
- D. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1-2004, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."
- E. ASHRAE/IESNA 90.1-2004 Compliance: Applicable requirements in ASHRAE/IESNA 90.1-2004, Section 6 - "Heating, Ventilating, and Air-Conditioning."
- F. Equipment shall be UL certified and listed and classified by ETL.

1.6 COORDINATION

- A. Coordinate sizes and locations of concrete bases with actual equipment provided.
- B. Coordinate base size with condensate drain connection opening and requirements for condensate drain trap size.
- C. Coordinate side of coil connections and access doors. Coordinate exact dimensions of custom openings for supply, return and fresh air. Coordinate dimensional limitations.
- D. Since spatial constraints are an important consideration, coordinate site conditions, space availability for equipment, maintenance and NEC clearances, etc., prior to submitting bids.
- E. Electric duct heater location (if applicable) shall be coordinated with existing ductwork configuration on site. Ensure that adequate clearances and straight sections are maintained for proper performance and maintenance.

1.7 WARRANTY

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Special Warranty: A written warranty, executed by Contractor and signed by manufacturer, agreeing to replace components that fail in materials and workmanship within the specified

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warranty period, provided manufacturer's written instructions for installation, operation, and maintenance have been followed.

1. Warranty Period: One year parts and labor from date of Substantial Completion.

1.8 EXTRA MATERIALS

- 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. Fan Belts: One set for each air-handling unit fan.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Daikin Applied
 2. Carrier; Div. of United Technologies Corp.
 3. York International Corporation.

2.2 GENERAL REQUIREMENTS

- A. Manufacturer shall clearly define any exceptions made to plans and specifications. Mechanical Contractor is responsible for expenses that occur due to exceptions made.
- B. Carefully coordinate with Electrical, Mechanical, and Controls Contractors for items of work that required close integration.
- C. Units shall be delivered prewired, bearing an approved label with all of the necessary identification marks, electrical data, and any necessary cautions as required by the National Electrical Code.
- D. The entire unit shall be covered with a protective covering from time of shipment at factory until installed with structure protecting indoor air handling units. If at any time the protective covering is removed before installation, the equipment shall be thoroughly cleaned, internally and externally.
- E. Unit shall be factory assembled central station air handler with a fan, motor and drive assembly, chilled water and hot water coils, access section, combination filter-mixing box section, control dampers and accessories, as indicated on schedules and details.
- F. All unit sections shall be supplied with longitudinal 14-gage or higher G90 galvanized steel structural perimeter base rails to serve as housekeeping rails when unit is installed. The manufacturer at the factory shall install base rails. Perimeter lifting brackets shall be provided on each section. Slings of units in place of lifting brackets is not acceptable.

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- G. Units shall ship in the fewest number of sections to meet project requirements. All section shall be individually flanged and gasketed to allow easy assembly and disassembly.

2.3 UNIT CASINGS

- A. General Fabrication Requirements for Casings: Formed and reinforced double-wall insulated panels, fabricated to allow removal for access to internal parts and components. Panels can be removed without affecting the structural integrity of the unit. Units shall be weatherproofed and equipped for installation indoors or outdoors as scheduled.
 - 1. Unit shall be constructed not to deflect more than $L/240$ at any point on the exterior liner and have a leakage of less than 1% of design airflow at 1.25 times design station pressure up to ± 8 " W.G. static pressure subject to factory or field testing.
 - 2. Outside Casing: G90 galvanized steel, **thickness as required to meet deflection limits.**
 - 3. Inside Casing: G90 galvanized steel, except **coil casing and coil liner: Type 304 stainless steel.**
 - 4. Joints: All walls, roofs, and joints shall be of formed construction, with at least two breaks at each joint. Joints shall be secured by sheet metal screws or pop rivets. Wall and floor joints shall be broken in and roof joints broken out (exposed) for rigidity. All joints shall be caulked with a water resistant sealant.
 - 5. Base Rail: Casings shall be supported on formed galvanized steel channel or structural channel supports, designed and welded for low deflections. Base rail shall be continuous, with flanged connections at shipping splits. Mounting feet are not acceptable. Integral lifting lugs shall be provided for hoisting.
 - 6. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1-2004.
- B. Casing Insulation and Adhesive:
 - 1. Materials: 2" thick nominal 3 lb/cu.ft. density acoustic insulation; Thermal Conductivity (k-Value): **0.26 at 75 deg F** mean temperature. R-13 or higher.
 - 2. Fire-Hazard Classification: Maximum flame-spread index of 25 and smoke-developed index of 50, when tested according to ASTM C 411.
 - 3. Liner Adhesive: Comply with NFPA 90A or NFPA 90B and ASTM C 916.
 - 4. Location and Application: Encased between outside and inside casing.
 - 5. Unit shall be thermally broken to minimize conduction path from inside of unit to outside of unit.
- C. Inspection and Access Panels and Access Doors: Access doors large enough for easy access to accommodate periodic maintenance and inspection. Same materials and finishes as cabinet, complete with hinges, latches, handles, and gaskets. Provide access panels and doors in the following locations:
 - 1. Location: Access doors to fans and motors, filters, dampers and operators, coil section inspection and access section, electrical control panels, and as specified on unit drawings
 - 2. Construction: Same construction as unit casing.
 - 3. Thermal Resistance: Doors shall be designed to reduce thru metal for improved performance.
 - 4. Gaskets: Design press fitted into the frame slots for easy field replacement.
 - 5. Hardware: Each door is complete with a minimum of two stainless steel hinges and two lever lock handles.
 - 6. Access Panels: Lift out access panels either bolted or secured with two or more cam-lock fasteners must be provided in locations where non-regular access is required.

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- D. Condensate Drain Pans: Formed sections of **stainless-steel** sheet complying with requirements in ASHRAE 62. Fabricate IAQ drain pans with slopes in three planes to collect condensate from cooling coils (including coil piping connections and return bends) and humidifiers when units are operating at maximum catalogued face velocity across cooling coil. To prevent moisture carryover, extend drain pan a minimum of 6" (preferably 12") past the leaving face of the cooling coil. Unit drain pan shall be a minimum of 3" deep to permit cleaning and inspection.
1. Double-Wall Construction (full 2" thick): Fill space between walls with NFPA 90A compliant insulation and seal moisture tight.
 2. Drain Connections: One end of pan. Coordinate with drawing.
 3. Units with stacked coils shall have a stainless steel intermediate drain pan with copper drop tubes to main pan to collect condensate from top coil.
- E. Base Rail: Unit shall have a minimum 6" tall continuous base rail bolted or welded to the unit frame. Mounting feet are not acceptable.

2.4 FAN SECTION

- A. Fan-Section Construction: Plenum, airfoil, or forward curve type fan, wheel, fan shaft, bearings, motor, drive assembly, and support structure and equipped with formed-steel channel base for integral mounting of fan, motor, and casing panels. Mount fan with spring vibration isolation, a minimum of 2" deflection. Direct-driven centrifugal fans consisting of housing where specifically shown. Motor, fan bearings, and drive assembly shall be located inside the fan plenum to minimize bearing wear and to allow for internal vibration isolation of the fan-motor assembly.
- B. Centrifugal Fan Housings: Formed- and reinforced-steel panels to form curved scroll housings with shaped cutoff and spun-metal inlet bell.
1. Bracing: Steel angle or channel supports for mounting and supporting fan scroll, wheel, motor, and accessories.
 2. Horizontal-Flanged, Split Housing: Bolted construction.
 3. Housing for Supply Fan: Attach housing to fan-section casing with metal-edged flexible duct connector or rubber vibration absorbent discharge seal.
 4. Flexible Connector: Factory fabricated with a fabric strip **5-3/4 inches** wide attached to 2 strips of **2-3/4-inch-** wide, **0.028-inch-** thick, galvanized-steel sheet or **0.032-inch-** thick aluminum sheets; select metal compatible with casing.
 - a. Flexible Connector Fabric: Glass fabric, double coated with neoprene. Fabrics, coatings, and adhesives shall comply with UL 181, Class 1.
 - 1) Fabric Minimum Weight: **26 oz./sq. yd.**
 - 2) Fabric Tensile Strength: **480 lbf/inch** in the warp and **360 lbf/inch** in the filling.
 - 3) Fabric Service Temperature: **Minus 40 to plus 200 deg F.**
- C. Fan and Drive Assemblies: Statically and dynamically balanced and designed for continuous operation at maximum-rated fan speed and motor horsepower.
1. Shafts: Designed for continuous operation at maximum-rated fan speed and motor horsepower, and with field-adjustable alignment.
 - a. Turned, ground, and polished hot-rolled steel with keyway. Ship with a protective coating of lubricating oil.
 - b. Designed to operate at no more than 70 percent of first critical speed at top of fan's speed range.

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- D. Airfoil, Centrifugal Fan Wheels: Smooth-curved inlet flange, backplate, and hollow die-formed airfoil-shaped blades continuously welded at tip flange and backplate; cast-iron or cast-steel hub riveted to backplate and fastened to shaft with set screws.
- E. Grease-Lubricated Shaft Bearings: Self-aligning, pillow-block-type, ball or roller bearings with adapter mount and two-piece, cast-iron housing.
 - 1. Ball-Bearing Rating Life: ABMA 9, L_{10} of 120,000 hours.
 - 2. Roller-Bearing Rating Life: ABMA 11, L_{10} of 120,000 hours.
- F. Belt Drives (where specified): Factory mounted, with final alignment and belt adjustment made after installation and with 1.5 service factor based on fan motor.
 - 1. Pulleys: Cast iron or cast steel with split, tapered bushing; dynamically balanced at factory.
 - 2. Motor Pulleys: Adjustable pitch for use with 5-hp motors and smaller; fixed pitch for use with motors larger than 5 hp. Select pulley so pitch adjustment is at the middle of adjustment range at fan design conditions.
 - 3. Belts: Oil resistant, nonsparking, and nonstatic; matched for multiple belt drives.
 - 4. Belt Guards: Comply with requirements specified by OSHA and fabricate according to SMACNA's "HVAC Duct Construction Standards"; 0.1046-inch- thick, 3/4-inch diamond-mesh wire screen, welded to steel angle frame; prime coated.
 - 5. Motor Mount: Adjustable for belt tensioning.
- G. Vibration Control: Vertical spring type isolators with leveling bolts, bridge bearing waffled pads with minimum 2 inch static deflection and side snubbers designed to achieve high isolation efficiency. Fans (other than plug fans) shall be attached to the discharge panel by a polyvinyl chloride coated polyester woven fabric, with a sealed double locking fabric to metal connection.
- H. Fan-Section Source Quality Control:
 - 1. Sound Power Level Ratings: Comply with AMCA 301, "Methods for Calculating Fan Sound Ratings from Laboratory Test Data." Test fans according to AMCA 300, "Reverberant Room Method for Sound Testing of Fans." Fans shall bear AMCA-certified sound ratings seal.
 - 2. Factory test fan performance for flow rate, pressure, power, air density, rotation speed, and efficiency. Establish ratings according to AMCA 210, "Laboratory Methods of Testing Fans for Rating."

2.5 MOTORS

- A. General: Refer to Division 23 Section for general requirements for motors.
- B. Torque Characteristics: Sufficient to accelerate driven loads satisfactorily.
- C. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range.
- D. Totally Enclosed Fan Cooled (TEFC), premium efficiency (E+3) type, NEMA Design B, inverter rated for Variable Speed Drive application, of size and electrical characteristics as shown on equipment schedule.

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- E. Temperature Rating: 50 deg C maximum temperature rise at 40 deg C ambient for continuous duty at full load (Class A Insulation).
- F. Service Factor: 1.15 for polyphase motors and 1.35 for single-phase motors.
- G. Motor Construction: NEMA MG 1, general purpose, continuous duty, Design B mounted on adjustable base.
- H. Bearings: The following features are required:
 - 1. Ball or roller bearings with inner and outer shaft seals.
 - 2. Grease lubricated. Provide grease lines for motor and shaft lubrication, extended to the to a common mounting on access side of fan.
 - 3. Designed to resist thrust loading where belt or other drives produce lateral or axial thrust in motor.
- I. Overload Protection: Built-in, automatically resetting, thermal-overload protection.
- J. Noise Rating: Quiet.
- K. Efficiency: Premium efficiency.
- L. Suitable for use with variable speed drives.
- M. Nameplate: Indicate ratings, characteristics, construction, special features, and full identification of manufacturer.
- N. Starters, Electrical Devices, and Wiring: VFDs where indicated. Electrical devices and connections are specified in Division 26 Sections.

2.6 COIL SECTION

- A. Coil Sections: Common or individual, insulated, stainless-steel casings for cooling coils. Design and construct to facilitate removal and replacement of coil for maintenance and to ensure full airflow through coils.
- B. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins, complying with ARI 210/240, and with thermal-expansion valve.
 - 1. Coils shall be burst tested to 450 psig and proof tested to 300-psig air pressure, under water. After testing, insides of coils are to be dried; all connections are to be sealed and coil shall be shipped with a charge of dry nitrogen.
 - 2. Suction headers shall be constructed of copper tubing. Suction connections shall penetrate unit casings to allow for sweat connections to refrigerant lines. Coils shall have equalizing vertical distributors sized according to the capacities of the coils. Coil casing shall be Type 304 stainless steel.
 - 3. For coils units served by multiple compressor/condensing units, provided intertwined coils with full faced activation at part load conditions.
 - 4. Suction and liquid line connections shall be clearly labeled on the outside of the unit.
- C. Coil casing shall be [Type 304](#) stainless steel.

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- D. Auxiliary Drain: Return bends and headers of coils shall be fully concealed within the air-handling unit. Provide auxiliary drain pan complete with drain connection at headered end of cooling coils. Exterior header covers will not be acceptable.
- E. Coil Removal: Coils shall be removable from the unit at the header end, unless shown otherwise on drawings.
- F. Drain and Vent: All water coils shall be equipped with a capped vent tapping at the top of the return header, and a capped drain tapping at the bottom of the supply header.

2.7 ELECTRICAL HEATING COILS

- A. Electric Coil (where indicated in schedule): 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 integral fused disconnect (one-time fuses) interlocked with door of heater coil.
- B. Electrical Heating Coils, Controls, and Accessories: Comply with UL 1995.
 - 1. Electric heat of capacity, voltage and control specified provided at unit discharge, or as indicated on drawings.
 - 2. Casing Assembly: Galvanized-steel frame.
 - 3. Heating Elements: Open-coil resistance wire of 80 percent nickel and 20 percent chromium supported and insulated by floating ceramic bushings recessed into casing openings, fastened to supporting brackets, and mounted in galvanized-steel frame.
 - 4. Coils shall be machine crimped into stainless steel terminals, which are insulated with high temperature ceramic insulators.
 - 5. Provide internal wiring of controls, contactors, etc. including 120 volt, 60 hertz control circuit transformer, automatic reset thermal cutout and fuses per NEC and UL (on heaters exceeding 48 amps).
 - 6. Overtemperature Protection: Disk-type, automatically resetting, thermal-cutout, safety device; serviceable through terminal box without removing heater from duct or unit.
 - a. Secondary Protection: Load-carrying, manually resetting or manually replaceable, thermal cutouts; factory wired in series with each heater stage.
 - 7. Control Panel: **Unit** mounted with disconnecting means and overcurrent protection. Include the following controls:
 - a. Magnetic contactor.
 - b. Proportional electronic airflow sensor for proof of flow, independent of duct static pressure. Shall adjust heater capacity per available airflow
 - c. Solid-state stepless pulse controller (SCR where noted).
 - d. Time-delay relay.
 - e. Pilot lights.
 - f. Integral door interlock type disconnect switch.
 - g. Line terminal block.

2.8 AIR FILTRATION

- A. General Requirements for Air Filtration Section: Shall be a part of the combination filter mixing box section. See sections below.

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1. Comply with NFPA 90A.
2. Provide minimum arrestance according to ASHRAE 52.1, and a minimum efficiency reporting value (MERV) according to ASHRAE 52.2.
3. Provide filter holding frames shall be constructed of extruded aluminum for increased rigidity arranged for flat or angular orientation, with access doors on both sides of unit. Filters shall be removable from one side or lifted out from access plenum.
4. Each filter section shall be designed and constructed to house 2-inch- thick, pleated, throwaway filters.

B. Extended-Surface, Nonsupported-Media Filters:

1. Factory-fabricated, dry, extended-surface, self-supporting type.
2. Arrestance (ASHRAE 52.1): **85**.
3. Merv (ASHRAE 52.2): **8**.
4. Media: Fibrous material **with antimicrobial agent** constructed so individual pleats are maintained in tapered form by flexible internal supports under rated-airflow conditions.
5. Filter-Media Frame: **Galvanized steel**.
6. Mounting Frames: Welded, galvanized steel, with gaskets and fasteners, suitable for bolting together into built-up filter banks.

2.9 DAMPERS

- A. General Requirements for Dampers: Leakage rate, according to AMCA 500, "Laboratory Methods for Testing Dampers for Rating,".
- B. All Dampers: Ultra-low leak (ULL), double-skin, airfoil-blade galvanized-steel dampers with compressible jamb seals and extruded-vinyl blade edge seals, in opposed-blade arrangement with steel operating rods rotating in stainless-steel sleeve bearings mounted in a single galvanized-steel frame, and with operating rods connected with a common linkage. Leakage rate shall not exceed 3.7 cfm/sq. ft. at 1-inch wg and 8 cfm/sq. ft. at 4-inch wg.
- C. Mixing boxes and filter-mixing boxes shall have parallel blades. All mixing boxes and filter mixing boxes shall have access doors as specified on both sides.
- D. Coordinate damper actuators on damper shafts with controls.
- E. Damper Operators: Comply with requirements in Division 23 Section "Instrumentation and Control for HVAC."
- F. Combination Filter and Mixing Section:
 1. Cabinet support members shall hold **2-inch-** thick, pleated, flat, permanent or throwaway filters. See Filter section above.
 2. Support: **Permanent re-usable galvanized metal enclosing filter grid-frame.**

2.10 ACCESSORIES

- A. See schedules.

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2.11 CONTROLS

- A. Air handler controls shall be achieved through dedicated DDC programmable control modules as specified in Section 230900. Each AHU shall have a dedicated controller capable of achieving control sequences in stand-alone mode.
- B. AHU manufacturer shall coordinate with work of Section 230900 to ensure DDC system can fully interact with the AHU without compromising any of the system safeties or warranties.

2.12 SOURCE QUALITY CONTROL

- A. Fan Sound-Power Level Ratings: Comply with AMCA 301, "Methods for Calculating Fan Sound Ratings from Laboratory Test Data." Test fans according to AMCA 300, "Reverberant Room Method for Sound Testing of Fans." Fans shall bear AMCA-certified sound ratings seal.
- B. Fan Performance Rating: Factory test fan performance for airflow, pressure, power, air density, rotation speed, and efficiency. Rate performance according to AMCA 210, "Laboratory Methods of Testing Fans for Aerodynamic Performance Rating."

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. Reject insulation materials and filter media that are wet, moisture damaged, or mold damaged.
- C. Examine roughing-in for hydronic or refrigerant, and condensate drainage piping systems and electrical services to verify actual locations of connections before installation.
- D. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting installation of air handling units.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.
- F. Contractors providing units other than those used as the basis of design will assume all responsibility for changes required to accommodate units proposed.

3.2 INSTALLATION

- A. Equipment Mounting: Install air-handling units on concrete bases **using elastomeric pads**. Secure units to anchor bolts installed in concrete bases. Comply with requirements for concrete bases specified in Division 03 Sections.

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- B. Arrange installation of units to provide access space around air-handling units for service and maintenance.
- C. 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.

3.3 CONNECTIONS

- A. Comply with requirements for piping specified in other Division 23 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to air-handling unit to allow service and maintenance.
- C. Connect piping to air-handling units mounted on vibration isolators with flexible connectors.
- D. Connect condensate drain pans using line size, Type M copper tubing. Extend to nearest equipment or floor drain. Construct deep trap at connection to drain pan and install cleanouts at changes in direction. Insulate condensate lines.
- E. **Refrigerant Piping:** Conform to applicable requirements of Division 23 Section "Refrigerant Piping." Unless otherwise indicated, connect piping with unions and shutoff valves to allow units to be disconnected without draining piping. Refer to piping system Sections for specific valve and specialty arrangements.
- F. Connect duct to air-handling units with flexible connections. Comply with requirements in Division 23 Section "Air Duct Accessories." Drawings indicate general arrangement of ducts and duct accessories. Make final duct connections with flexible connections.
- G. Electrical: Comply with applicable requirements in Division 26 Sections for power wiring, switches, and motor controls.
- H. Ground equipment according to Division 26 Section "Grounding and Bonding."
- I. 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 and UL 486B.
- J. **Electrical and controls conduit connections at the AHUs:** Seal the annulus of the conduit with fire-proof, air and water tight sealant to prevent air and condensate flow into or out of the AHU and FCU.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
 - 1. Inspect field assembly of components and installation of central-station air-handling units including piping, ductwork, and electrical connections.
 - 2. Prepare a written report on findings and recommended corrective actions.
- B. Tests and Inspections:
 - 1. Leak Test: After installation, test coils and connections for leaks.

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2. Fan 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. Air-handling unit or components will be considered defective if unit or components do not pass tests and inspections.
- D. Prepare test and inspection reports.

3.5 STARTUP SERVICE

- A. Manufacturer's Field Inspection: Engage a factory-authorized service representative to perform the following
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.
 11. Inspect field assembly of components and installation of central-station air-handling units including [refrigerant piping sizing and arrangement](#), ductwork, and electrical connections.
 12. Prepare a written report on findings and recommended corrective actions
- 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.
- C. Refer to Division 23 Section "Testing, Adjusting, and Balancing" for modular indoor air-handling system testing, adjusting, and balancing.

3.6 ADJUSTING

- A. Adjust damper linkages for proper damper operation.

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- B. Comply with requirements in Division 23 Section "Testing, Adjusting, and Balancing for HVAC" for air-handling system testing, adjusting, and balancing.

3.7 CLEANING

- A. Clean modular indoor air-handling units internally, on completion of installation, according to manufacturer's written instructions. Clean fan interiors to remove foreign material and construction dirt and dust. Vacuum clean fan wheels, cabinets, and coils entering air face.
- B. After completing system installation and testing, adjusting, and balancing 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.

3.8 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

SECTION 237433 - DEDICATED OUTDOOR-AIR 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-packaged units capable of supplying up to 100 percent outdoor air and providing cooling and heating. DOAS unit includes high efficiency, packaged units with direct-expansion cooling, hot gas reheat coils, **electric heaters**, integral, space temperature controls, and economizer section with motorized dampers, **structural supports for mounting units on concrete pads, and wind restraints**.

1.3 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design unit supports to comply with **wind** performance requirements, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Wind-Restraint Performance rated for basic Wind Speed: Rated for project location.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include rated capacities, operating characteristics, and furnished specialties and accessories.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 3. Prepare the following by or under the supervision of a qualified professional engineer:
 - a. Mounting Details: For securing structure. Indicate coordinating requirements for wind restraints.
 - b. Include diagrams for power, signal, and control wiring.
- C. Delegated-Design Submittal: For design of vibration isolation and wind restraints, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - 1. Unit fabrication and assembly details.

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2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.
3. Design Calculations:
 - a. Calculate requirements for selecting vibration isolators and wind restraints and for designing vibration isolation bases.
 - b. Indicate compliance with "Performance Requirements" article.
- D. Manufacturer Wind Loading Qualification Certification: Submit certification that specified equipment will withstand wind forces identified in "Performance Requirements" Article, Division 7 and in Division 23 Section "Vibration and Seismic Controls for HVAC Piping and Equipment."
 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculations.
 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of wind force and locate and describe mounting and anchorage provisions.
 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: **Pad** mounting details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 1. Size and location of unit-mounted rails and anchor points and methods for anchoring units to supports.
 2. Required penetrations for ducts, pipes, and electrical raceways, including size and location of each penetration.
- B. Certified Compliance Statement and shop drawings from a licensed PE for IBC and TDI.
 1. Sealed shop drawings showing installation instructions and attachment of equipment to curb, and curb to structure. Include quantity and type of restraining brackets/clips, screws, spacing, etc.
 2. As a separate attachment provide sealed IBC and TDI compliant calculations for curbs and attachment.
- C. Startup service reports.
- D. Sample Warranty: For special warranty.

1.6 QUALITY ASSURANCE

- A. AHRI Compliance:
 1. Comply with AHRI 210/240 and AHRI 340/360 for testing and rating energy efficiencies for units.
 2. Comply with AHRI 270 for testing and rating sound performance for units.

SECTION 237433 - DEDICATED OUTDOOR-AIR UNITS

B. ASHRAE Compliance:

1. Comply with ASHRAE 15 for refrigeration system safety.
2. Comply with ASHRAE 33 for methods of testing cooling and heating coils.
3. Comply with applicable requirements in ASHRAE 62.1-2004, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."

C. ASHRAE/IESNA 90.1-2004 Compliance: Applicable requirements in ASHRAE/IESNA 90.1-2004, Section 6 - "Heating, Ventilating, and Air-Conditioning."

D. AHRI Certification: Units shall be AHRI certified and listed. Certification and listing shall be verified by AHRI website.

E. AHRI Compliance for Units with Capacities 135,000 Btuh and More: Rate air-conditioner capacity according to AHRI 340/360, "Commercial and Industrial Unitary Air-Conditioning and Heat Pump Equipment."

1. Sound Power Level Ratings: Comply with AHRI 270, "Sound Rating of Outdoor Unitary Equipment."

F. NFPA Compliance: Comply with NFPA 90A and NFPA 90B.

G. UL Compliance: Comply with UL 1995.

H. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

I. International Building Code and TDI Compliance: Licensed Professional Engineer shall certify that the listed items are designed for and will withstand wind speed for the location of the project, per the relevant edition of International Building Code, ASCE Std 7, Texas Department of Insurance requirements.

1. Equipment curb/attachment for exterior mounted equipment such as units, ACCU, fans.
2. Attachment of equipment to curb/pad.
3. Attachment of curb/pad to building structure.

1.7 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For units to include in emergency, operation, and maintenance manuals.

1.8 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fan Belts: One set for each belt-driven fan.
2. Filters: One set for each unit.

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1.9 WARRANTY

- A. Special Warranty: Manufacturer agrees to replace components of units that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period for Entire Unit: Manufacturer's standard, but not less than five years bumper to bumper warranty for parts and labor from date of Startup. Contractor is responsible for scheduling delivery of equipment to the jobsite less than 6 months prior to startup. Startup of equipment shall not occur more than 6 months prior to substantial completion. Any extensions in warranty required due to early deliveries, scheduling equipment without adequate time to obtain substantial completion within 6 month schedule or due to construction time extensions shall be paid for by the contractor.
 - 2. **ALTERNATE BID:** Warranty Period for the units (bumper-to-bumper, including all parts, coils, labor, and refrigerant): Manufacturer's standard, but not less than five years from date of startup. Contractor is responsible for scheduling delivery of equipment to the jobsite less than 6 months prior to startup. Startup of equipment shall not occur more than 6 months prior to substantial completion. Any extensions in warranty required due to early deliveries, scheduling equipment without adequate time to obtain substantial completion within 6 month schedule or due to construction time extensions shall be paid for by the contractor.
 - a. Provide necessary service contract on the entire unit for 5 years, including 3 running inspections and 1 annual service each year, with coil cleaning and other maintenance required to maintain manufacturer's warranty.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:
 - 1. Daikin (Basis of Design)
 - 2. Greenheck
 - 3. Substitutions: As indicated under the general and/or supplemental conditions of these specifications. Mechanical contractor shall be responsible for electrical, mechanical, and structural changes when using a product other than the specified product. As built drawing changes is the responsibility of the mechanical contractor.

2.2 PERFORMANCE REQUIREMENTS

- A. General Fabrication Requirements: Comply with requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment," and Section 7 - "Construction and System Start-up."
- B. Delegated Design: Engage a qualified professional engineer, as defined in Div. 7 to design vibration isolation and wind restraints.
- C. Wind-Restraint Performance:
 - 1. Basic Wind Speed: Coordinate with Structural.

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2. Building Classification Category: Coordinate with Structural.
 3. Minimum 10 lb/sq. ft multiplied by the maximum area of unit projected on a vertical plane that is normal to the wind direction and 45 degrees either side of normal.
- D. Cabinet Thermal Performance:
1. Maximum Overall U-Value: Comply with requirements in ASHRAE/IESNA 90.1.
 2. Include effects of metal-to-metal contact and thermal bridges in the calculations.
- E. Cabinet Surface Condensation:
1. Cabinet shall have additional insulation and vapor seals if required to prevent condensation on the interior and exterior of the cabinet.
- F. Maximum Cabinet Leakage: 0.5 percent of the total supply-air flow at a pressure rating equal to the fan shut-off pressure.
- G. Cabinet Deflection Performance:
1. Cabinet leakage shall not exceed 1% of total airflow when tested at 3 times the minimum external static pressure provided in AHRI Standard 340/360. Continuous sealing shall be included between panels and between access doors and openings to reduce air leakage. Refrigerant piping and electrical conduit through cabinet panels shall include sealing to reduce air leakage.
 2. Floor deflections shall be within $L/240$ of the span considering the worst-case condition caused by the following:
 - a. Service personnel.
 - b. Internal components.
 - c. Design working pressure defined for the walls and roof.
- H. 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.
- I. Capacities and Characteristics: See schedules

2.3 CABINET

- A. Construction: double wall.
- B. Exterior Casing Material: Galvanized steel with paint finish.
- C. Interior Casing Material: Galvanized.
- D. Interior and Exterior Corrosion Protection Paint Finish: Panels shall be stainless steel or galvanized steel with paint finish that meets or exceeds 2500 hour Salt Spray Test per ASTM B117 95, with no visible corrosive effect, when tested in a salt spray and fog atmosphere. Air tunnel, supply fans, and dampers shall be included in the corrosion protection.
- E. Lifting and Handling Provisions: Factory-installed shipping skids and lifting lugs.
- F. Base Rails: Galvanized-steel rails for mounting on roof curb or pad as indicated.

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- G. Access for Inspection, Cleaning, and Maintenance: Comply with requirements in ASHRAE 62.1.
 - 1. Service Doors: Hinged access doors with gaskets. Material and construction of doors shall match material and construction of cabinet in which doors are installed.
- H. Roof: Standing seam or membrane; sloped to drain water.
- I. Floor: Reinforced, metal surface; reinforced to limit deflection when walked on by service personnel. Insulation shall be below metal walking surface.
- J. Cabinet Insulation:
 - 1. Type: flexible elastomeric insulation complying with ASTM C 534, Type II, sheet materials, or foam insulation with minimum density of 2 pounds/cubic foot and tested in accordance with ASTM D-1929-11 for a minimum flash ignition temperature of 610°F.
 - 2. Thickness: 2 inches R-13.
 - 3. Insulation Adhesive: Comply with ASTM C 916, Type I.
 - 4. Mechanical Fasteners: Suitable for adhesive, mechanical, or welding attachment to casing without damaging liner and without causing air leakage when applied as recommended by manufacturer.
- K. Condensate Drain Pans:
 - 1. Shape: Rectangular, with 2 percent slope in at least two planes to direct water toward drain connection.
 - 2. Size: Large enough to collect condensate from cooling coils including coil piping connections, coil headers, and return bends.
 - a. Length: Extend drain pan downstream from leaving face to comply with ASHRAE 62.1.
 - b. Depth: A minimum of 2 inches deep.
 - 3. Configuration: Double wall, with space between walls filled with foam insulation and moisture-tight seal.
 - 4. Material: Stainless-steel sheet.
 - 5. Drain Connection:
 - a. Located on one end of pan, at lowest point of pan.
 - b. Terminated with threaded nipple.
 - 6. Units with stacked coils shall have an intermediate drain pan to collect condensate from top coil.
- L. Surfaces in Contact with Airstream: Comply with requirements in ASHRAE 62.1 for resistance to mold and erosion.
- M. Service Doors: Access to filters, dampers, cooling coils, reheat coil, compressors, and electrical and controls components shall be through hinged access doors with quarter turn, zinc cast, lockable handles and neoprene gaskets. Full length stainless steel piano hinges shall be included on the doors.

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2.4 SUPPLY FAN

- A. Fan: Direct drive, unhooded, backward curved or airfoil, centrifugal, plenum supply fan. Factory installed **VARIABLE SPEED DRIVE** or **ECM** motors. For units of nominal 30 tons and larger, provide a fan array with 100% redundancy so supply fan capacity is not reduced if one motor shall fail.
- B. Motor: TEFC, premium efficiency motor with a factory wired and mounted variable speed drive in equipment cabinet.
- C. Drive: Direct drive only. Belt drive not permitted.
- D. Mounting: Fan wheel, motor, and drives shall be mounted on rubber isolators.

2.5 COOLING COILS

- A. Capacity Ratings: Comply with ASHRAE 33 and ARI 410 and coil bearing the ARI label.
- B. Coil Casing Material: Stainless steel.
- C. Tube Material: Copper or aluminum microchannel.
- D. Tube Header Material: Copper or aluminum microchannel.
- E. Fin Material: Aluminum.
- F. Fin and Tube Joints: Mechanical bond.
- G. Leak Test: Coils shall be leak tested with air underwater.
- H. Refrigerant Coil Capacity Reduction: Circuit coils for intertwined control.
- I. Refrigerant Coil Suction and Distributor Header Materials: Seamless copper tube with brazed joints.
- J. Coating: Phenolic epoxy corrosion-protection coating after assembly.

2.6 REFRIGERATION SYSTEM

- A. Comply with requirements in ASHRAE 15, "Safety Standard for Refrigeration Systems."
- B. Refrigerant Charge: Factory charged with refrigerant and filled with oil.
- C. Compressors: Scroll compressor with integral vibration isolators or rubber grommet mounts, internal overcurrent and overtemperature protection, suction gas cooled motor, internal pressure relief, and crankcase heater.
 - 1. Units shall include an **inverter driven** or **variable capacity** scroll compressor on both refrigeration circuits and shall be capable of modulation from 10-100% of its capacity for true variable load modulation. **Units 30 tons and larger can be supplied with fixed**

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compressors provided they have minimum of 4 stages and capacity control from 12.5-100%.

D. Refrigerant: R-410A.

1. Classified as Safety Group A1 according to ASHRAE 34.
2. Provide unit with operating charge of refrigerant.

E. Refrigeration System Specialties:

1. Expansion valve with replaceable thermostatic element.
2. Refrigerant dryer.
3. High-pressure switch.
4. Low-pressure switch.
5. Thermostat for coil freeze-up protection during low ambient temperature operation or loss of air.
6. Brass service valves installed in discharge and liquid lines.
7. Liquid sight glass.
8. Liquid line receivers.
9. Reversing valves.
10. Check valves.
11. Modulating hot gas reheat valves.

F. Capacity Control:

1. Unit shall include an inverter driven or variable capacity scroll compressor on all refrigeration circuit(s) which shall be capable of modulation from 10-100% of its capacity.

G. Modulating Hot Gas Reheat Dehumidification: Lead refrigeration circuit(s) shall be provided with hot gas reheat coil, modulating valves, electronic controller, supply air temperature sensor and a dehumidification control signal terminal which allow the unit to have a dehumidification mode of operation, which includes supply air temperature control to prevent supply air temperature swings and overcooling of the space.

H. Refrigerant Coils: Evaporator, condenser, and reheat condenser coils shall be designed, tested, fabricated, and rated according to ARI 410 and ASHRAE 33. Coils shall be leak tested under water with air at 315 psig. Thermal expansion valve and hot gas reheat shall be factory piped. The expansion valve shall have adjustable superheat.

I. Evaporator, Condenser, and Hot Gas Reheat Coils (HGRH):

1. Capacity Reduction: Circuit coils for face control.
2. Tubes: Copper or aluminum microchannel.
3. Fins: Aluminum with minimum fin spacing of 0.071 inch.
4. Fin and Tube Joint: Mechanical bond.
5. Suction and Distributor: Seamless copper tube with brazed joints.
6. Source Quality Control: Test to 450 psig, and to 300 psig underwater.
7. Evaporator and Condenser, and HGRH Coil Coating: Coil shall have a flexible epoxy polymer e-coat uniformly applied to all coil surface areas without material bridging between fins. Humidity and water immersion resistance shall be up to a minimum 1,000 and 250 hours respectively (ASTM D2247-92 and ASTM D870-92). Corrosion durability

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shall be confirmed through testing to no less than 6,000 hours salt spray per ASTM B117-90. Coated coils shall receive a spray-applied, UV-resistant polyurethane topcoat to prevent UV degradation of the e-coat. Coating shall carry a 5 year warranty, from the date of original equipment shipment from the factory.

- J. Condenser Fan: Propeller type, directly driven by motor with first capacity stage shall be provided with on/off condenser fan cycling and adjustable compressor lockout to allow cooling operation down to 35°F. Condenser fans shall be VFD or ECM driven variable speed for condenser head pressure control. Factory provided and factory programmed speed controller shall continuously modulate the fan air flow to maintain head pressure at acceptable levels. Cooling operation shall be allowed down to 35°F with adjustable compressor lockouts.
- K. Safety Controls:
 - 1. Compressor motor and outside-coil fan motor low ambient lockout.
 - 2. Overcurrent protection for compressor motor and outside-coil fan motors.

2.7 ELECTRIC-RESISTANCE HEATING COIL

- A. UL Compliance: Comply with requirements in UL 1995, "Heating and Cooling Equipment."
- B. Electric-Resistance Heating Elements:
 - 1. Open Coiled Resistance Wire: 80 percent nickel and 20 percent chromium.
 - 2. Supports and Insulation: Floating ceramic bushings recessed into casing openings; fastened to supporting brackets and mounted in galvanized-steel frame.
 - 3. Tubular-Steel Sheath: Compacted magnesium oxide powder.
 - 4. Fins: Spiral-wound, copper-plated, steel fins continuously brazed to sheath.
 - 5. Heating Capacity: Low density 35 W per sq. in., factory wired for single-point wiring connection; with modulating SCR controller and overcurrent- and overheat-protection devices.
 - 6. Safety Controls:
 - a. Blower-motor interlock, air-pressure switch.
 - b. Quiet mercury contactors.
 - c. Modulating SCR control.
 - d. Integral, nonfused power disconnect switch.

2.8 OUTDOOR-AIR INTAKE HOOD

- A. Type: Manufacturer's standard hood or louver.
- B. Materials: Match cabinet.
- C. Bird Screen: Comply with requirements in ASHRAE 62.1.
- D. Configuration: Designed to inhibit wind-driven rain from entering unit.

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2.9 OUTDOOR-AIR DAMPERS

- A. All Dampers: Unit shall include 100% motor operated outside air damper assembly constructed of extruded aluminum, hollow core, airfoil blades with rubber edge and end seals. Damper blades shall be gear driven and designed to meet smoke damper Class-1 leakage specifications in accordance with U.L. 555S at 4 inches w.g. air pressure differential across the damper. Damper assembly shall be controlled by spring return, modulating actuator. Unit shall include outside air opening bird screen and outside air hood.
- B. Damper Operators: Electric.
- C. Economizer mode operation to meet IECC requirements.

2.10 FILTERS

- A. Cleanable Filters: 2-inch-thick, cleanable metal mesh.
- B. Comply with NFPA 90A.
- A. Galvanized steel with metal grid on outlet side for use with MERV 8 filter media, steel rod grid on inlet side, hinged access, and with pull and retaining handles.
- B. Mounting Frames:
 - 1. Panel filters arranged for flat or angular orientation, with access doors on both sides of unit. Filters shall be removable from one side or from access plenum.
 - 2. Extended surface filters arranged for flat orientation, removable from access plenum.
 - 3. Galvanized or stainless steel with gaskets and fasteners, suitable for bolting together into built-up filter banks with space for prefilter.

2.11 ELECTRICAL POWER CONNECTIONS

- A. General Electrical Power Connection Requirements: Factory-installed and -wired switches, motor controllers, transformers, and other necessary electrical devices shall provide a single-point field power connection to unit.
- B. Wiring: Numbered and color-coded to match wiring diagram.
- C. Wiring Location: Install factory wiring outside an enclosure in a raceway.
- D. Power Interface: See Div. 26 specifications.
- E. Factory Wiring: Branch power circuit to each motor and to controls with one of the following disconnecting means:
 - 1. NEMA KS 1, heavy-duty, fusible switch with rejection-type fuse clips rated for fuses. Select and size fuses to provide Type 2 protection according to IEC 60947-4-1.

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- F. Factory-Mounted, Overcurrent-Protection Service: For each motor.
- G. Transformer: Factory mounted with primary and secondary fuses and sized with enough capacity to operate electrical load plus spare capacity.
- H. Controls: Factory wire unit-mounted controls where indicated.
- I. Receptacle: Factory wire unit-mounted, ground fault interrupt (GFI) duplex receptacle.
- J. Control Relays: Auxiliary and adjustable time-delay relays.
- K. Provide a phase / voltage monitor similar to an ICM 455 with LED display to log at least the last 25 faults. Startup technician to wire the ICM 455 to the unit to properly monitor incoming power. ICM 455 or an additional factory Phase / voltage monitor shall shut down the unit during a power event outside the equipment tolerance. Unit shall automatically restart, assuming power quality is adequate upon restart.

2.12 CONTROLS

- A. Control equipment and sequence of operation are specified in Section 230923 "Direct Digital Control (DDC) System for HVAC" and Section 230993.11 "Sequence of Operations for HVAC DDC."
- B. Control Wiring: Factory wire connection for controls' power supply.
- C. Control Devices: Sensors, transmitters, relays, switches, detectors, operators, actuators, and valves shall be manufacturer's standard items to accomplish indicated control functions.
- D. Internally wired electrical controls shall include the compressor motor contactors or starters with thermal protection (auto-reset) on all inductive loads. Refrigerant controls are to include a high pressure control (manual-reset) low suction pressure control (auto-reset), field adjustable refrigerant system lockout and compressor anti-short cycle timer. Provide controls kit for field mounting and wiring to include blower motor and contactor.
- E. Factory Installed Unit Safety Controls: Solid-state control board and components with field-adjustable control parameters.
- F. Control Dampers:
 - 1. Damper Location: Factory installed inside unit for ease of blade axle and bushing service. Arrange dampers located in a mixing box to achieve convergent airflow to minimize stratification.
 - 2. Damper Leakage: Comply with requirements in AMCA 500-D. Leakage shall not exceed 6.5 cfm per sq. ft. at a static-pressure differential of 4.0 inches water column when a torque of 5 inch pounds per sq. ft. is applied to the damper jackshaft.
 - 3. Damper Rating: Rated for close-off pressure equal to the fan shutoff pressure.
 - 4. Damper Label: Bear the AMCA seal for both air leakage and performance.
 - 5. Blade Configuration: Unless otherwise indicated, use parallel blade configuration for two-position control and equipment isolation service and use modulating control when mixing two airstreams. For other applications, use an opposed-blade configuration.

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6. Damper Frame Material: Extruded aluminum.
7. Blade Type: hollow-shaped airfoil.
8. Blade Material: Extruded aluminum.
9. Maximum Blade Width: 6 inches.
10. Maximum Blade Length: 48 inches.
11. Blade Seals: Replaceable, continuous perimeter vinyl seals and jambs with stainless-steel compression-type seals.
12. Bearings: Thrust bearings for vertical blade axles.

G. Damper Operators:

1. Factory-installed electric operator for each damper assembly with one operator for each damper assembly mounted to the damper frame.
2. Operator capable of shutoff against fan pressure and able to operate the damper with sufficient reserve power to achieve smooth modulating action and proper speed of response at the velocity and pressure conditions to which the damper is subjected.
3. Maximum Operating Time: Open or close damper 90 degrees in 60 seconds.
4. Adjustable Stops: For both maximum and minimum positions.
5. Position Indicator and Graduated Scale: Factory installed on each actuator with words "OPEN" and "CLOSED," or similar identification, at travel limits.
6. Spring-return operator to fail-safe; either closed or open as required by application.
7. Operator Type: Direct coupled, designed for minimum 60,000 full-stroke cycles at rated torque.
8. Position feedback Signal: For remote monitoring of damper position.
9. Coupling: V-bolt and V-shaped, toothed cradle.
10. Circuitry: Electronic overload or digital rotation-sensing circuitry.

H. Refrigeration System Controls:

1. Unit-mounted enthalpy controller shall lock out refrigerant system when outdoor-air enthalpy is less than 28 Btu/lb of dry air or outdoor-air temperature is less than 60 deg F.
2. Outdoor-air sensor de-energizes dehumidifier operation when outdoor-air temperature is less than 55 deg F.
3. Relative-humidity sensor energizes dehumidifier operation when relative humidity is more than 50 percent.

I. Electric-Resistance Heat Controls:

1. Factory-mounted sensor in unit discharge with sensor adjustment located in control panel to control electric coil to maintain temperature.
2. Capacity Controls: Modulating SCR.

J. Integral Smoke Alarm: Smoke detector installed in return air. Coordinate with fire alarm system.

K. DDC Temperature Control: Standalone control module for link between unit controls and DDC temperature-control system. Control module shall be compatible with control system specified in Section 230923 "Direct Digital Control (DDC) System for HVAC." Links shall include the following:

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1. Start/stop interface relay, and relay to notify DDC temperature-control system alarm condition.
2. Hardware interface or additional sensors for the following:
 - a. Room temperature (average, minimum and maximum for zones).
 - b. Discharge-air temperature.
 - c. Refrigeration system operating.
 - d. Heater operating.
 - e. Constant and variable motor loads.
 - f. Variable-frequency-controller operation.
 - g. Cooling load.
 - h. Economizer cycles.
 - i. Air-distribution static pressure and ventilation-air volumes.

L. Interface with DDC System for HVAC: Factory-installed hardware and software to enable the DDC system for HVAC to monitor, control, and display unit status and alarms.

1. Hardwired Points:
 - a. Monitoring: On-off status, common trouble alarm.
 - b. Control: Off/Enable operation, supply temperature set-point adjustment.

2.13 ACCESSORIES

- A. Duplex Receptacle: N/A.
- B. Copper condensate drain trap.
- C. Louvered hail guards of steel, painted to match casing, or Vee shaped condenser coils that are inherently guarded against hail.
- D. Controls and control sensors.
- E. 304 Stainless steel drain pans.
- F. Evaporator, HGRH, and Condenser coil coating: Factory applied flexible epoxy polymer corrosion-protection coating.
- G. Adequate insulation on all cold surfaces to prevent condensation.
- H. Hinged access doors with ¼ turn handles at filter, fan, controls/compressor sections.
- I. Provide economizers and other accessories to meet with requirements of IECC 2012.
- J. Provide interface module with LCD screen and input keypad to access, unit configuration, setpoint adjustment, sensor status viewing, unit alarm viewing, and occupancy scheduling.
- K. BACNet interface for communication with building automation system.
- L. Wind Restraints: Metal brackets compatible with the curb and casing, painted to match unit, used to anchor unit to the curb, and designed for loads at Project site.

SECTION 237433 - DEDICATED OUTDOOR-AIR UNITS

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for piping, ducts, and electrical systems to verify actual locations of connections before equipment installation.
- C. Examine roof curbs and equipment supports for suitable conditions where units will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with manufacturer's rigging and installation instructions for unloading units and moving to final locations.
- B. Supports:
 - 1. Coordinate size, installation, and structural capacity of equipment supports.
 - 2. Install and secure units on pads and coordinate wind restraints.
- C. Equipment Mounting:
 - 1. Comply with requirements for vibration isolation devices specified in Section 230548.13 "Vibration Controls for HVAC."
- D. Install wall- and duct-mounted sensors furnished by manufacturer for field installation. Install control wiring and make final connections to control devices and unit control panel.
- E. Install separate devices furnished by manufacturer and not factory installed.
- F. Install new filters at completion of equipment installation and before testing, adjusting, and balancing.
- G. Install drain pipes from unit drain pans to sanitary drain.
 - 1. Drain Piping: Drawn-temper copper water tubing complying with ASTM B 88, Type L, with soldered joints.
 - 2. Drain Piping: Schedule 40 PVC pipe complying with ASTM D 1785, with solvent-welded fittings.
 - 3. Pipe Size: Same size as condensate drain pan connection.

3.3 CONNECTIONS

- A. Where installing piping adjacent to units, allow space for service and maintenance.
- B. Duct Connections:

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1. Comply with requirements in Section 233113 "Metal Ducts."
 2. Drawings indicate the general arrangement of ducts.
 3. Connect ducts to units with flexible duct connectors. Comply with requirements for flexible duct connectors in Section 233300 "Air Duct Accessories."
- C. Electrical Connections: Comply with requirements for power wiring, switches, and motor controls in electrical Sections.
1. Install electrical devices furnished by unit manufacturer but not factory mounted.
- D. Install piping adjacent to units to allow service and maintenance.

3.4 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. Inspect units for visible damage to furnace combustion chamber.
 3. Inspect units for visible damage to refrigerant compressor, condenser and evaporator coils, and fans.
 4. Start refrigeration system when outdoor-air temperature is within normal operating limits and measure and record the following:
 - a. Cooling coil leaving-air, dry- and wet-bulb temperatures.
 - b. Cooling coil entering-air, dry- and wet-bulb temperatures.
 - c. Condenser coil entering-air dry-bulb temperature.
 - d. Condenser coil leaving-air dry-bulb temperature.
 5. Simulate maximum cooling demand and inspect the following:
 - a. Compressor refrigerant suction and hot-gas pressures.
 - b. Short-circuiting of air through outside coil or from outside coil to outdoor-air intake.
 6. Inspect casing insulation for integrity, moisture content, and adhesion.
 7. Verify that clearances have been provided for servicing.
 8. Verify that controls are connected and operable.
 9. Verify that filters are installed.
 10. Clean coils and inspect for construction debris.
 11. Inspect and adjust vibration isolators and seismic restraints.
 12. Verify bearing lubrication.
 13. Clean fans and inspect fan-wheel rotation for movement in correct direction without vibration and binding.
 14. Adjust fan belts to proper alignment and tension.
 15. Start unit.
 16. Inspect and record performance of interlocks and protective devices including response to smoke detectors by fan controls and fire alarm.
 17. Operate unit for run-in period.
 18. Calibrate controls.

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19. Adjust and inspect high-temperature limits.
20. Inspect outdoor-air dampers for proper stroke and interlock with return-air dampers.
21. Verify operational sequence of controls.
22. Measure and record the following airflows. Plot fan volumes on fan curve.
 - a. Supply-air volume.
 - b. Return-air flow.
 - c. Outdoor-air flow.

- B. After startup, change filters, verify bearing lubrication, and adjust belt tension.
- C. Remove and replace components that do not properly operate and repeat startup procedures as specified above.
- D. Prepare written report of the results of startup services.

3.5 ADJUSTING

- A. Adjust initial temperature and humidity set points.
- B. Set field-adjustable switches and circuit-breaker trip ranges as indicated.
- C. Occupancy Adjustments: When requested within 12 months 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.

3.6 DEMONSTRATION

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

END OF SECTION 237433

SECTION 238126 - SPLIT-SYSTEM AIR-CONDITIONERS

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 split-system air-conditioning **units** consisting of separate evaporator-fan and compressor-condenser components.

1.3 PERFORMANCE REQUIREMENTS

- A. **Delegated Design:** Design ACCU supports to comply with **wind** performance requirements, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. **Wind-Restraint Performance** rated for basic Wind Speed: Rated for project location.

1.4 SUBMITTALS

- A. **Product Data:** Include rated capacities, operating characteristics, and furnished specialties and accessories. Include performance data in terms of capacities, outlet velocities, static pressures, sound power characteristics, motor requirements, and electrical characteristics.
- 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.
- C. **Manufacturer Wind Loading Qualification Certification:** Submit certification that specified equipment installation will withstand wind forces identified in "Performance Requirements" Article, Division 7 and in Division 23 Section "Vibration and Seismic Controls for HVAC Piping and Equipment."
 - 1. **Basis for Certification:** Indicate whether withstand certification is based on actual test of assembled components or on calculations.
 - 2. **Dimensioned Outline Drawings of Equipment Unit:** Identify center of wind force and locate and describe mounting and anchorage provisions.
 - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- D. **Field quality-control reports.**

SECTION 238126 - SPLIT-SYSTEM AIR-CONDITIONERS

- E. Operation and Maintenance Data: For split-system air-conditioning units to include in emergency, operation, and maintenance manuals.
- F. Warranty: Sample of special warranty.
- G. Certified Compliance Statement and shop drawings from a licensed PE for IBC and TDI.
 - 1. Sealed shop drawings showing installation instructions and attachment of equipment to curb, and curb to structure. Include quantity and type of restraining brackets/clips, screws, spacing, etc.
 - 2. As a separate attachment provide sealed IBC and TDI compliant calculations for curbs and attachment.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. ASHRAE Compliance:
 - 1. Fabricate and label refrigeration system to comply with ASHRAE 15, "Safety Standard for Refrigeration Systems."
 - 2. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1-2004, Section 4 - "Outdoor Air Quality," Section 5 - "Systems and Equipment," Section 6 - "Procedures," and Section 7 - "Construction and System Start-Up."
- C. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1-2004.
- D. International Building Code and TDI Compliance: Licensed Professional Engineer shall certify that the listed items are designed for and will withstand wind speed for the location of the project, per the relevant edition of International Building Code, ASCE Std 7, Texas Department of Insurance requirements.
 - 1. Equipment curb/attachment for exterior and roof mounted equipment such as RTUs, ACCU, fans.
 - 2. Attachment of equipment to curb/pad.
 - 3. Attachment of curb/pad to building structure.

1.6 COORDINATION

- A. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork are specified in Division 03 Section "Cast-in-Place Concrete."

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of split-system air-conditioning units that fail in materials or workmanship within specified warranty period. Warranty period to commence from the date of equipment start-up.

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1. Warranty Period:
 - a. For Compressor: **Five** year(s) from date of Substantial Completion.
 - b. For Parts and Labor: **One** year(s) from date of Substantial Completion.

1.8 EXTRA MATERIALS

- 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. Fan Belts: **One** set for each air-handling unit fan.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Lennox International Inc.
 2. Carrier
 3. JCI/York

2.2 INDOOR UNITS

- A. Evaporator-Fan Components: An assembly including cabinet, filter, chassis, coil, drain pan, fan, and motor in blow-through configuration with direct-expansion cooling coil, and electric heating coil where noted.
- B. Cabinet: Covers and access panels shall be manufactured of 20 gauge pre-painted, galvanized sheet metal. Cabinet walls shall have insulated panels, fabricated to allow removal for access to internal parts and components. Units shall be designed and equipped for installation indoors.
- C. Chassis: Unit structural members shall be manufactured of 16 gauge pre-painted, galvanized sheet metal. Removable panels for servicing, and insulation on back of panel.
 1. Insulation: Standard insulation or minimum 1/2", whichever is greater, with antimicrobial agent.
- D. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins, complying with ARI 210/240, and with thermal-expansion valve.
- E. Electric Coil: **If scheduled**, 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 over-current protection.

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- F. Fan Motors: Comply with requirements in Division 23 Section "Common Motor Requirements for HVAC Equipment."
 - 1. Special Motor Features: Multi-tapped, multi-speed with internal thermal protection and permanent lubrication.
 - 2. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements specified in Division 23 Section "Common Motor Requirements for HVAC Equipment."
 - 3. Enclosure Type: Totally enclosed, fan cooled.
 - 4. NEMA Premium (TM) efficient motors as defined in NEMA MG 1.
 - 5. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in Division 26 Sections.
 - 6. Mount unit-mounted disconnect switches on unit.

- G. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1-2004.

- H. Condensate Drain Pans:
 - 1. Fabricated with 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 62.1-2004.
 - 2) Depth: A minimum of **1 inch** deep.
 - b. Stainless-steel sheet or non-corrosive plastic, insulated.
 - c. Drain Connection: Located at lowest point of pan and sized to prevent overflow. Terminate with threaded nipple on one end of pan.

- 2. Air Filtration Section:
 - a. General Requirements for Air Filtration Section:
 - 1) Comply with NFPA 90A.
 - 2) Minimum Arrestance: According to ASHRAE 52.1 and MERV according to ASHRAE 52.2.
 - 3) Filter-Holding Frames: Arranged for flat or angular orientation, with access doors on both sides of unit. Filters shall be removable from one side or lifted out from access plenum.
 - b. Filters:
 - 1) Factory-fabricated, viscous-coated, flat-panel type.
 - 2) Thickness: **2 inches**.
 - 3) Merv according to ASHRAE 52.2: 8.
 - 4) Media: Interlaced glass fibers sprayed with nonflammable adhesive and antimicrobial agent.
 - 5) Frame: Galvanized steel, with metal grid on outlet side, steel rod grid on inlet side, and hinged; with pull and retaining handles.

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2.3 OUTDOOR UNITS

A. Air-Cooled, Compressor-Condenser Components:

1. Casing: Corrosion free pre-painted steel cabinet, finished with baked enamel, 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, mounted on rubber mounts for vibration isolation.
 - b. Two-stage ([where scheduled](#)) 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 210/240.
 - e. Internal excessive current and temperature protection.
3. Fan: Aluminum-propeller type, directly connected to motor.
4. Motor: Permanently lubricated, with integral thermal-overload protection.

2.4 CONTROLS

- A. Controls shall be achieved through DDC programmable control modules as specified in Section 230900, and shall be capable of achieving control sequences in stand-alone mode.
- B. Equipment manufacturer shall coordinate with work of Section 230900 and 230993 to ensure DDC system can fully interact with the equipment without compromising any of the system safeties or warranties.

2.5 ACCESSORIES

A. [Coordinate controls with Section 230900 and 230993.](#)

B. Other:

1. [Two-speed direct driven fan motor controlled by an ECM motor](#), for indoor units.
2. Low Ambient Controller: Cycles condenser fan to permit operation down to **30 deg F** with time-delay relay to bypass low-pressure switch.
3. Package with refrigerant circuit suction and discharge gauges, and service valves.
4. Automatic-reset timer to prevent rapid cycling of compressor.
5. Site glass, filter-dryer.
6. High-Pressure Switch: Automatic-reset switch cycles compressor off on high refrigerant pressure.
7. Low-Pressure Switch: Automatic-reset switch cycles compressor off on low refrigerant pressure.
8. Thermostatic expansion valve to match with existing Evaporator Coil, if existing is incompatible.
9. Time-Delay Relay: Continues operation of evaporator fan after compressor shuts off.
10. Evaporator defrost controller.

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11. Liquid line solenoid valves, electric unloaders, factory/field installed accumulators to accomplish stages of unloading.
 12. See drawing schedules.
- C. Unit Casing: Galvanized steel, finished with paint finish capable of withstanding at least 500 hours when tested in salt spray atmosphere (ASTM B 117- 95 test procedure); with removable panels for access to controls, weep holes for water drainage, and mounting holes in base. Mount service valves, fittings, and gage ports on exterior of casing.
1. Condenser coil hail guard to protect coil from physical damage.
 2. Condenser coil coating: epoxy coat or Energy Guard
 3. [Wind Restraints: Metal brackets compatible with the curb and casing, painted to match RTU, used to anchor unit to the curb, and designed for loads at Project site.](#)

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install units level and plumb.
- B. Install evaporator-fan components using manufacturer's standard mounting devices securely fastened to building structure.
- C. Install ground-mounted, compressor-condenser components on **4-inch-** thick, reinforced concrete base that is **4 inches** larger, on each side, than unit. Concrete, reinforcement, and formwork are specified in Division 03 Section "Cast-in-Place Concrete." Coordinate anchor installation with concrete base.
- D. Install and connect refrigerant tubing to component's quick-connect fittings. Install tubing to allow access to unit.
- E. Provide auxiliary drain pans with float switches to disable fans. Provide drain piping with stop valves from pans to floor drains.

3.2 CONNECTIONS

- A. Piping installation requirements are specified in other Division 23 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.
- C. Duct Connections: Duct installation requirements are specified in Division 15 Section "Metal Ducts." Drawings indicate the general arrangement of ducts. Connect supply and return ducts to split-system air-conditioning units with flexible duct connectors. Flexible duct connectors are specified in Division 15 Section "Duct Accessories."
- D. Ground equipment according to Division 16 Section "Grounding and Bonding."

SECTION 238126 - SPLIT-SYSTEM AIR-CONDITIONERS

- E. Electrical Connections: Comply with requirements in Division 16 Sections for power wiring, switches, and motor controls.

3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- 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 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
- B. Verify that air-conditioning units are installed and connected according to manufacturer's written instructions and the Contract Documents.
 - 1. Verify that shipping, blocking, and bracing are removed.
 - 2. 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.
 - 3. Verify proper motor rotation direction, free fan wheel rotation, and smooth bearing operations. Reconnect fan drive system, align belts, and install belt guards.
 - 4. Verify that bearings, pulleys, belts, and other moving parts are lubricated with factory-recommended lubricants.
 - 5. Verify that outdoor- and return-air mixing dampers open and close, and maintain minimum outdoor-air setting.
 - 6. Comb coil fins for parallel orientation.
 - 7. Verify that proper thermal-overload protection is installed for electric coils.
 - 8. Install new, clean filters.
 - 9. Verify that manual and automatic volume control and fire and smoke dampers in connected
 - 10. 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.
 - 11. Measure and record motor electrical values for voltage and amperage.
- C. Verify that electrical wiring installation complies with manufacturer's submittal and installation requirements in Division 26 Sections.

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- D. Complete installation and startup checks according to manufacturer's written instructions.
- E. After startup service and performance test, change filters.
- F. Manually operate dampers from fully closed to fully open position and record fan performance.

3.5 DEMONSTRATION

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

END OF SECTION 238126

SECTION 260010 - SUMMARY OF ELECTRICAL WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and other Division 26 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The following Summary of Work is intended as an aid to achieve an understanding of the various elements of work included in the project, as is not intended to be all-inclusive. Detailed descriptions of work and requirements are given in drawings and specifications.
- B. Scope of Work:
 - 1. General: HVAC Upgrades Hinojosa Elementary School.
 - 2. Electrical: Provide all materials and labor associated with complete operational electrical distribution system. Major items of work include, but are not limited to:
 - (a) Electrical service: existing to remain as is.
 - (b) Electrical distribution: modify/upgrade as noted on plans and equipment connection schedule.
 - (c) Demolition: disconnect existing HAVC equipment for removal by HVAC contractor.
 - (d) Power systems: Provide Connections for HVAC equipment.
 - (e) Fire Alarm System: Deprogram, disconnect, reconnect and reprogram existing duct smoke detectors.

1.3 ALLOWANCES

- A. Electrical: See Division 1 for electrical allowances.

1.4 COORDINATION

- A. All electrical work shall be done under sub-contract to a General Contractor, who ultimately responsible for the entire project. Electrical Contractor shall coordinate all work through General Contractor, even in areas where only electrical work is to take place.
- B. All questions, requests for information, submittals, and correspondence from the Electrical Contractor shall be submitted via the General Contractor, who will forward to the Architect, who will then forward to the Engineer.
- C. Electrical Contractor shall not make any changes to design without written authorization from the Engineer. If changes are requested by the Owner, Architect, General Contractor, Suppliers, Manufacturers, or any others, Contractor should issue a written RFI for response by the Engineer.

SECTION 260010 - SUMMARY OF ELECTRICAL WORK

- D. Electrical Contractor shall issue seven (7) days written notice prior to any activities that require the presence of the Engineer at the job-site. This applies to all inspections required by specifications, and particularly to those where work will be covered (underground raceways, electrical raceways above ceiling).
- E. Cooperate fully with other contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.
- F. Fully coordinate with Mechanical Contractor for providing power to HVAC systems equipment.
- G. Issue written notification of the following tasks and allow five (5) days for Engineer to respond and schedule an inspection as required:
 - 1. Upon completion of installing all raceways, labeling all j-boxes and prior to suspended ceiling installation.
 - 2. Upon completion of pulling all wiring, making all terminations, labeling and color-coding wires at the panelboards and prior to installing their covers.
 - 3. When ready to request manufacturer's start-up of each piece of equipment.
 - 4. When ready for Substantial Completion Inspection.
 - 5. When ready for Final Inspection.

Failure to issue written notification may result in work having to be redone to allow for proper inspection. It is this contractor's responsibility to make sure Engineer receives notification.

1.5 UTILITIES

- 1. Coordinate with power, water, telephone, cable and gas utilities to locate all utilities prior to digging in any area.
- 2. Obtain any approvals required from utilities to relocate utilities.
- 3. Cost of relocating or bypassing utilities indicated on drawings shall be included in Base Bid.
- 4. Coordinate with utility for electrical service. Base bid shall include all costs associated with service connection, including permit fees.

1.6 CONTRACTOR USE OF PREMISES

- A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy and use by the public.
 - 2. Driveways and Entrances: Keep driveways and entrances serving the premises, clear and available to the Owner, the Owner's employees, and emergency vehicles at all time. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Site Safety: Take every precaution to ensure the site does not present a threat to the safety of occupants and/or workers. Minimal safety requirements include, but are not limited to the following:
 - 1. Temporary fencing around construction areas.
 - 2. Yellow caution tape and construction barricades along open trenches during the day. Trenches shall be covered at night and warning lights provided on construction barricades.

SECTION 260010 - SUMMARY OF ELECTRICAL WORK

3. Temporary fencing around equipment while site work is in progress.
- C. Work shall take place with minimal disruption to Owner's operations in areas surrounding the job site.

1.7 SUBMITTALS -Special Requirements

- A. Manufacturer's standard dimensioned drawings, performance and product data shall be edited to delete reference to equipment, features, or information, which is not applicable to the equipment being supplied for this project. Including Bill or List of Materials.
- B. Electrical Submittals shall be submitted electronically. Please organize the files in packages as follows (PDF format). Files would need to be properly identified (cover letter, stamped, etc.) from the general contractor.
 1. Miscellaneous Electrical
 - a. 260519 Low-Voltage Electrical Power Conductors and Cables
 - b. 260526 Grounding and Bonding for Electrical Systems
 - c. 260529 Hangers and Supports for Electrical Systems
 - d. 260533 Raceways and Boxes for Electrical Systems
 - e. 260553 Identification for Electrical Systems
 - f. 260544 Sleeves and Sleeve Seals for Electrical Raceways and Cabling
 2. Electrical Gear
 - a. 262813 Fuses
 - b. 262816 Enclosed Switches and Circuit Breakers
- D. Allow two weeks for initial submittal review by Engineer, from the day it is received at the Engineer's office.
- E. Allow one week for review of resubmittals by Engineer.
- F. All submittal review comments shall be forwarded by Engineer to Architect, who will then distribute as per Division 1.

1.8 SCHEDULE OF VALUES -Special Requirements

- A. Electrical Contractor shall submit a Schedule of Values reflecting the total value of Electrical Work in the Contract, and broken down into the following items as a minimum, with a line item for Materials/Equipment and another for Labor.

ELECTRICAL

1. Raceways including wiring.
2. Allowances.
3. Miscellaneous.
4. Administrative and project management.

1.9 CODE COMPLIANCE:

The design for this project is based on:

1. Occupational Safety and Health Act (OSHA)

SECTION 260010 - SUMMARY OF ELECTRICAL WORK

2. National Electric Code (NEC)
3. National Fire Code
4. International Building Code
5. UL 916
6. Local ordinances

END OF SECTION 260010

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

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. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member Company of NETA or an NRTL.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Manufacturer:
 - 1. Senator Wire & Cable Company.
 - 2. Southwire Company.
 - 3. Encore Wire
- B. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN/THWN-2, Type XHHW-2 and Type SO.

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

- D. Multiconductor Cable: Comply with NEMA WC 70/ICEA S-95-658 for metal-clad cable, Type MC and Type SO with ground wire.

2.2 CONNECTORS AND SPLICES

- A. Manufacturers:
 1. AFC Cable Systems, Inc.
 2. AMP Incorporated/Tyco International.
 3. Hubbell/Anderson.
 4. O-Z/Gedney; EGS Electrical Group LLC.
 5. 3M Company; Electrical Products Division.
- B. 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 a qualified testing agency, and marked for intended location and application.
- 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, except VFC cable, which shall be extra flexible stranded.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway.
- B. Feeders Concealed in Ceilings, Walls and Partitions: Type THHN/THWN-2, single conductors in raceway.
- C. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, which will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- 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.

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."

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

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:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors and conductors for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.
 - 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.
- B. Test and Inspection Reports: Prepare a written report to record the following:
 - 1. Procedures used.
 - 2. Results that comply with requirements.
 - 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- C. 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 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 grounding and bonding systems and equipment.

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

- A. As-Built Data: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article.
- B. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Section "Operation and Maintenance Data," include the following:
 - a. Instructions for periodic testing and inspection of grounding features at ground rings and grounding connections for separately derived systems based on and NFPA 70B.

1.6 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. Comply with UL 467 for grounding and bonding materials and equipment.

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

2.2 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 or copper alloy.
- C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless **exothermic**-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

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. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 3. Connections to Structural Steel: Welded connectors.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.

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- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Receptacle circuits.
 - 3. Single-phase motor and appliance branch circuits.
 - 4. Three-phase motor and appliance branch circuits.
 - 5. Flexible raceway runs.
 - 6. Metal-clad cable runs.
 - 7. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.

- C. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.

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. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.

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

3.4 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.

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2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
 4. Prepare dimensioned Drawings locating each, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- B. Grounding system will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.
- D. Report measured ground resistances that exceed the following values:
1. Power and Lighting Equipment or System with Capacity of 500 kVA and less: 10 ohms.
 2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
 3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
 4. Power Distribution Units or Panelboards Serving Electronic Equipment: 3 ohm(s).
- E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
 - a. Hangers.
 - b. Steel slotted support systems.
 - c. Nonmetallic support systems.
 - d. Trapeze hangers.
 - e. Clamps.
 - f. Turnbuckles.
 - g. Sockets.
 - h. Eye nuts.
 - i. Saddles.
 - j. Brackets.
 - 2. Include rated capacities and furnished specialties and accessories.
- B. Shop Drawings: For fabrication and installation details for electrical hangers and support systems.
 - 1. Trapeze hangers. Include product data for components.
 - 2. Steel slotted-channel systems.
 - 3. Nonmetallic slotted-channel systems.
 - 4. Equipment supports.

1.4 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

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1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M.
 - 2. AWS D1.2/D1.2M.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: 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.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.
 - g. Wesanco, Inc.
 - 2. Material: Plain steel.
 - 3. Channel Width: 1-1/4 inches.
 - 4. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 5. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 - 6. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 - 7. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
 - 8. Channel Dimensions: Selected for applicable load criteria.
- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.

- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
 - 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC
 - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
 - a. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
 - b. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 - c. Toggle Bolts: All-steel springhead type.
 - d. Hanger Rods: Threaded steel.
 - e. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 - f. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 - g. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 - h. Toggle Bolts: All-steel springhead type.
 - i. Hanger Rods: Threaded steel

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Section 055000 "Metal Fabrications" for steel shapes and plates.

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 unless requirements in this Section are stricter.
- B. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMTs and RMCs as scheduled in NECA 1, where its Table 1 lists maximum spacings that are less than those stated in] NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- D. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- E. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMTs, and RMCs may be supported by openings through structure members, according to NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

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1. To Wood: Fasten with lag screws or through bolts.
 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. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
 6. To Steel: Spring-tension clamps.
 7. To Light Steel: Sheet metal screws.
 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Architectural Section "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Sections "Cast-in-Place Concrete" or "Miscellaneous Cast-in-Place Concrete."
- C. Anchor equipment to concrete base as follows:
 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

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 minimum dry film thickness of 2.0 mils.
- B. Touchup: Comply with requirements in Sections "Exterior Painting", "Interior Painting" and "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 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. Metal conduits, tubing, and fittings.
2. Nonmetal conduits, tubing, and fittings.
3. Metal wireways and auxiliary gutters.
4. Nonmetal wireways and auxiliary gutters.
5. Surface raceways.
6. Boxes, enclosures, and cabinets.
7. Handholes and boxes for exterior underground cabling.

1.3 DEFINITIONS

- A. GRC: Galvanized rigid steel conduit.
- B. IMC: Intermediate metal conduit.
- C. EMT: Electrical metallic tubing.
- D. EPDM: Ethylene-propylene-diene terpolymer rubber.
- E. FMC: Flexible metal conduit.
- F. LFMC: Liquidtight flexible metal conduit.
- G. LFNC: Liquidtight flexible nonmetallic conduit.
- H. NBR: Acrylonitrile-butadiene rubber.
- I. RNC: Rigid nonmetallic conduit.

1.4 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

1.5 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.
- B. Source quality-control reports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Alflex Inc.
 - 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - 4. Anamet Electrical, Inc.; Anaconda Metal Hose.
 - 5. Electri-Flex Co.
 - 6. Manhattan/CDT/Cole-Flex.
 - 7. Maverick Tube Corporation.
 - 8. O-Z Gedney; a unit of General Signal.
 - 9. Wheatland Tube Company.
 - 10. Hylsa
- B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 - 1. Comply with NEMA RN 1.
 - 2. Coating Thickness: 0.040 inch, minimum.
- E. EMT: Comply with ANSI C80.3 and UL 797.
- F. FMC: Comply with UL 1; zinc-coated steel.
- G. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- H. 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:

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- a. Material: die cast.
 - b. Type: compression.
3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- I. Joint Compound for GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. AFC Cable Systems, Inc.
 2. Anamet Electrical, Inc.; Anaconda Metal Hose.
 3. Arco Corporation.
 4. CANTEX Inc.
 5. CertainTeed Corp.; Pipe & Plastics Group.
 6. Condux International, Inc.
 7. ElecSYS, Inc.
 8. Electri-Flex Co.
 9. Lamson & Sessions; Carlon Electrical Products.
 10. Manhattan/CDT/Cole-Flex.
 11. RACO; a Hubbell Company.
 12. Thomas & Betts Corporation.
- B. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. RNC: Type EPC-40-PVC complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- D. LFNC: Comply with UL 1660.
- E. RTRC: Comply with UL 1684A and NEMA TC 14.
- F. Fittings for and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- G. Fittings for LFNC: Comply with UL 514B.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

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

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

1. Cooper B-Line, Inc.
 2. Hoffman.
 3. Square D; Schneider Electric.
- B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 or Type 3R unless otherwise indicated, and sized according to NFPA 70.
1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Hinged type unless otherwise indicated.
- E. Finish: Manufacturer's standard enamel finish.

2.4 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 2. EGS/Appleton Electric.
 3. Erickson Electrical Equipment Company.
 4. Hoffman.
 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
 6. O-Z/Gedney; a unit of General Signal.
 7. RACO; a Hubbell Company.
 8. Robroy Industries, Inc.; Enclosure Division.
 9. Spring City Electrical Manufacturing Company.
 10. Thomas & Betts Corporation.
 11. Walker Systems, Inc.; Wiremold Company (The).
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- G. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

- H. Device Box Dimensions: 4 inches by 2-1/8 inches by 2-1/8 inches deep.
- I. Gangable boxes are allowed as long is permitted by the NEC.
- J. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 for indoor applications and Type 3R (stainless steel) outdoor with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Nonmetallic Enclosures: Fiberglass.
 - 3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- K. Cabinets:
 - 1. NEMA 250, Type 1, Type 3R galvanized-steel or 4XSS box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 - 2. Hinged door in front cover with flush latch and concealed hinge.
 - 3. Key latch to match panelboards.
 - 4. Metal barriers to separate wiring of different systems and voltage.
 - 5. Accessory feet where required for freestanding equipment.
 - 6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

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 or Type 4SS as noted on plans.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed, Not Subject to Physical Damage: EMT.
 - 2. Exposed and Subject to Severe Physical Damage: GRC. Raceway locations include the following:
 - a. Mechanical rooms.
 - b. Gymnasiums.
 - 3. Concealed in Ceilings and Interior Walls and Partitions: EMT
 - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 - 5. Damp or Wet Locations: GRC.

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6. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.
- C. Minimum Raceway Size: 1/2-inch trade size.
- 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. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 3. EMT: Use setscrew steel fittings. Comply with NEMA FB 2.10.
 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- G. Install surface raceways only where indicated on Drawings.
- H. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

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 NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- 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.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.

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- H. Support conduit within 12 inches of enclosures to which attached.
- I. Stub-ups to Above Recessed Ceilings:
 - 1. Use EMT for raceways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- J. 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.
- K. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- L. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- M. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- N. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- O. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- P. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- Q. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- R. 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. Install raceway sealing fittings according to NFPA 70.
- S. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where an underground service raceway enters a building or structure.
 - 3. Where otherwise required by NFPA 70.
- T. Comply with manufacturer's written instructions for solvent welding RNC and fittings.

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- U. Expansion-Joint Fittings:
 - 1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC conduit that is located where environmental temperature change may exceed 100 deg F and that has straight-run length that exceeds 100 feet.
 - 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
 - d. Attics: 135 deg F.
 - 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
 - 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 - 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- V. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations subject to severe physical damage.
 - 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- W. 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.
- X. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- Y. Locate boxes so that cover or plate will not span different building finishes.
- Z. 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.
- AA. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

3.3 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."

3.4 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.5 PROTECTION

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

END OF SECTION 260533

SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

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. 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.

1.3 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. PVC-Pipe Sleeves: ASTM D 1785, Schedule 40.
- D. Molded-PVC Sleeves: With nailing flange for attaching to wooden forms.
- E. Molded-PE or -PP Sleeves: Removable, tapered-cup shaped, and smooth outer surface with nailing flange for attaching to wooden forms.
- F. Sleeves for Rectangular Openings:

SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

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:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
 2. Sealing Elements: Nitrile (Buna N 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,] 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.

SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

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 have VOC content of 150 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 3. 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:

SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

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 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.

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 AND CONTROL 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.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
1. Black letters on an orange field.
 2. Legend: Indicate voltage and system or service type.

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- C. 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 clear adhesive tape for securing ends of legend label.

2.2 ARMORED AND METAL-CLAD 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 cable size.
- B. Colors for Cables Carrying Circuits at 600 V and Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
- C. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- D. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches wide; compounded for outdoor use.
- E. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around cable it identifies. Full shrink recovery at a maximum of 200 deg F. Comply with UL 224.

2.3 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. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- C. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the cable diameter such that the clear shield overlaps the entire printed legend.
- D. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around cable it identifies. Full shrink recovery at a maximum of 200 deg F. Comply with UL 224.
- E. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.
- F. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.

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2.4 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil- thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical- resistant, self-laminating, protective shield over the legend. Labels sized to fit the conductor diameter such that the clear shield overlaps the entire printed legend.
- C. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around conductor it identifies. Full shrink recovery at a maximum of 200 deg F. Comply with UL 224.
- D. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

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. Metal-Backed, Butyrate Warning Signs:
 - 1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application.
 - 2. 1/4-inch grommets in corners for mounting.
 - 3. Nominal size, 10 by 14 inches.
- E. 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."

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2.6 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.
 - 1. Engraved legend with black letters on white face.
 - 2. Punched or drilled for mechanical fasteners.
 - 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

2.7 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.
- B. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- C. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.8 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.

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- 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. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape with adhesive appropriate to the location and substrate.
- F. 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.
- G. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.
- H. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Install labels at 30-foot maximum intervals.
- B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
 - 1. Power.
 - 2. Fire Alarm System
 - 3. Mechanical and Electrical Supervisory System
 - 4. Control Wiring.
- C. Power-Circuit Conductor Identification: For secondary conductors No. 1/0 AWG and larger in vaults, pull and junction boxes, manholes, and handholes use color-coding conductor tape. Identify source and circuit number of each set of conductors. For single conductor cables, identify phase in addition to the above.
- 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.

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- 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. Colors for 480/277-V Circuits:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - d. 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. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use write-on tags with the conductor or cable designation, origin, and destination.
- G. Control-Circuit Conductor Termination Identification: For identification at terminations provide heat-shrink preprinted tubes with the conductor designation.
- H. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.
- I. 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.
- J. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
1. Comply with 29 CFR 1910.145.
 2. Identify system voltage with black letters on an orange background.
 3. Apply to exterior of door, cover, or other access.
 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:

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- a. Power transfer switches.
 - b. Controls with external control power connections.
- K. 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.
- L. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- high letters for emergency instructions at equipment used for power transfer and load shedding.
- M. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the 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, and alarm systems unless equipment is provided with its own identification.
1. Labeling Instructions:
 - a. Indoor Equipment: Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on 1-1/2-inch- high label; where two lines of text are required, use labels 2 inches high.
 - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label Stenciled legend 4 inches high.
 - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
 2. Equipment to Be Labeled:
 - a. Panelboards, electrical cabinets, and enclosures.
 - b. Access doors and panels for concealed electrical items.
 - c. Electrical switchgear and switchboards.
 - d. Transformers.
 - e. Disconnect switches.
 - f. Enclosed circuit breakers.
 - g. Motor starters.
 - h. Fire-alarm control panel and annunciators.

3.3 INSTALLATION

Verify identity of each item before installing identification products.

END OF SECTION 260553

SECTION 262813 - FUSES

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. Cartridge fuses rated 600 V ac and less for use in the following:
 - a. Control circuits.
 - b. Enclosed controllers.
 - c. Enclosed switches.
2. Spare-fuse cabinets.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for spare-fuse cabinets. Include the following for each fuse type indicated:
 1. Ambient Temperature Adjustment Information: If ratings of fuses have been adjusted to accommodate ambient temperatures, provide list of fuses with adjusted ratings.
 - a. For each fuse having adjusted ratings, include location of fuse, original fuse rating, local ambient temperature, and adjusted fuse rating.
 - b. Provide manufacturer's technical data on which ambient temperature adjustment calculations are based.
 2. Dimensions and manufacturer's technical data on features, performance, electrical characteristics, and ratings.
 3. Current-limitation curves for fuses with current-limiting characteristics.
 4. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse. Submit in electronic format suitable for use in coordination software and in PDF format.
 5. Coordination charts and tables and related data.
 6. Fuse sizes for elevator feeders and elevator disconnect switches.

SECTION 262813 - FUSES

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For fuses to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017700 "Closeout Procedures," and or Section 017823 "Operation and Maintenance Data," include the following:
 - 1. Ambient temperature adjustment information.
 - 2. Current-limitation curves for fuses with current-limiting characteristics.
 - 3. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse used on the Project. Submit in PDF format.
 - 4. Coordination charts and tables and related data.

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. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.

1.6 FIELD CONDITIONS

- A. Where ambient temperature to which fuses are directly exposed is less than 40 deg F or more than 100 deg F, apply manufacturer's ambient temperature adjustment factors to fuse ratings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper Industries, Inc.; Busmann Div.
- B. Source Limitations: Obtain fuses, for use within a specific product or circuit, from single source from single manufacturer.

2.2 CARTRIDGE FUSES

- A. Characteristics: NEMA FU 1, current-limiting, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NEMA FU 1 for cartridge fuses.

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- D. Comply with NFPA 70.
- E. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

2.3 FUSE COVER

- A. Fuse cover shall be BUSSMAN "SAMI"

2.4 SPARE-FUSE CABINET

- A. Characteristics: Wall-mounted steel unit with full-length, recessed piano-hinged door and key-coded cam lock and pull.
 - 1. Size: Adequate for storage of spare fuses specified with 15 percent spare capacity minimum.
 - 2. Finish: Gray, baked enamel.
 - 3. Identification: "SPARE FUSES" in 1-1/2-inch- high letters on exterior of door.
 - 4. Fuse Pullers: For each size of fuse, where applicable and available, from fuse manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine fuses before installation. Reject fuses that are moisture damaged or physically damaged.
- B. Examine holders to receive fuses for compliance with installation tolerances and other conditions affecting performance, such as rejection features.
- C. Examine utilization equipment nameplates and installation instructions. Install fuses of sizes and with characteristics appropriate for each piece of equipment.
- D. Evaluate ambient temperatures to determine if fuse rating adjustment factors must be applied to fuse ratings.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FUSE APPLICATIONS

- A. Cartridge Fuses:
 - 1. Motor Branch Circuits: Class RK1, time delay.
 - a. 250volts - Bussman LOW-PEAK LPN-RK dual element.
 - b. 600volts – Bussman LOW-PEAK LPS-RK dual element.
 - 2. Large Motor Branch (601-4000 A): Class L, time delay.
 - 3. Power Electronics Circuits: Class J, high speed.
 - 4. Other Branch Circuits: Class RK1, time delay.

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5. Control Transformer Circuits: Class CC, time delay, and control transformer duty.
6. Provide open-fuse indicator fuses or fuse covers with open fuse indication.

3.3 INSTALLATION

- A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.
- B. Install spare-fuse cabinet(s) in location shown on the Drawings or as indicated in the field by Architect.

3.4 IDENTIFICATION

- A. Install labels complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems" and indicating fuse replacement information inside of door of each fused switch and adjacent to each fuse block, socket, and holder.

END OF SECTION 262813

SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

- A. NC: Normally closed.
- B. NO: Normally open.
- C. SPDT: Single pole, double throw.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
 - 1. Enclosure types and details for types other than NEMA 250, Type 1.
 - 2. Current and voltage ratings.
 - 3. Short-circuit current ratings (interrupting and withstand, as appropriate).
 - 4. Include evidence of NRTL listing for series rating of installed devices.
 - 5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
 - 6. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device.
- B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.

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1. Wiring Diagrams: For power, signal, and control wiring.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Seismic Qualification Certificates: For enclosed switches and circuit breakers, accessories, and components, from manufacturer.
 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- C. Field quality-control reports.
 1. Test procedures used.
 2. Test results that comply with requirements.
 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- D. Manufacturer's field service report.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
 1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
 2. Time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Submit on translucent log-log graph paper.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
 2. Fuse Pullers: Two for each size and type.

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1.8 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member Company of NETA or an NRTL.
 - 1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.
- B. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single source from single manufacturer.
- C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- 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. Comply with NFPA 70.

1.9 PROJECT CONDITIONS

- A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - 1. Ambient Temperature: Not less than minus 22 deg F and not exceeding 104 deg F.
 - 2. Altitude: Not exceeding 6600 feet.
- B. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
 - 1. Notify Architect and or Construction Manager no fewer than seven days in advance of proposed interruption of electric service.
 - 2. Indicate method of providing temporary electric service.
 - 3. Do not proceed with interruption of electric service without Architect's or Construction Manager's written permission.
 - 4. Comply with NFPA 70E.

1.10 COORDINATION

- A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

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PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Square D Co.
 2. Eaton Corporation.
 3. Siemens

2.2 FUSIBLE SWITCHES

- A. Type HD, Heavy Duty, Single Throw, 240 or 600-V ac (as per connected voltage), 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- B. Accessories:
1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 3. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
 4. Auxiliary Contact Kit: Two NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
 5. Hookstick Handle: Allows use of a hookstick to operate the handle.
 6. Lugs: Mechanical type, suitable for number, size, and conductor material.
 7. Service-Rated Switches: Labeled for use as service equipment.

2.3 NONFUSIBLE SWITCHES

- A. Type HD, Heavy Duty, Single Throw, 240 or 600-V ac (as per connected voltage), 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.
- B. Accessories:
1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
 3. Auxiliary Contact Kit: Two NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
 4. Hookstick Handle: Allows use of a hookstick to operate the handle.
 5. Lugs: Mechanical type, suitable for number, size, and conductor material.

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2.4 MOLDED-CASE CIRCUIT BREAKERS

- A. General Requirements: Comply with UL 489, NEMA AB 1, and NEMA AB 3, with interrupting capacity to comply with available fault currents.
- B. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
- C. Integrally Fused Circuit Breakers: Thermal-magnetic trip element with integral limiter-style fuse listed for use with circuit breaker and trip activation on fuse opening or on opening of fuse compartment door.
- D. Features and Accessories:
 - 1. Standard frame sizes, trip ratings, and number of poles.
 - 2. Lugs: Mechanical type, suitable for number, size, trip ratings, and conductor material.
 - 3. Ground-Fault Protection: Comply with UL 1053; integrally mounted, self-powered type with mechanical ground-fault indicator; relay with adjustable pickup and time-delay settings, push-to-test feature, internal memory, and shunt trip unit; and three-phase, zero-sequence current transformer/sensor.
 - 4. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage without intentional time delay.
 - 5. Auxiliary Contacts: Two SPDT switches with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts, "b" contacts operate in reverse of circuit-breaker contacts.
 - 6. Alarm Switch: One NC contact that operates only when circuit breaker has tripped.
 - 7. Electrical Operator: Provide remote control for on, off, and reset operations.

2.5 MOLDED-CASE SWITCHES

- A. General Requirements: MCCB with fixed, high-set instantaneous trip only, and short-circuit withstand rating equal to equivalent breaker frame size interrupting rating.
- B. Features and Accessories:
 - 1. Standard frame sizes and number of poles.
 - 2. Lugs: Mechanical type, suitable for number, size, trip ratings, and conductor material.
 - 3. Ground-Fault Protection: Comply with UL 1053; remote-mounted and powered type with mechanical ground-fault indicator; relay with adjustable pickup and time-delay settings, push-to-test feature, internal memory, and shunt trip unit; and three-phase, zero-sequence current transformer/sensor.
 - 4. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage without intentional time delay.
 - 5. Alarm Switch: One NC contact that operates only when switch has tripped.
 - 6. Electrical Operator: Provide remote control for on, off, and reset operations.

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2.6 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 (as noted on drawings).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- B. Comply with mounting and anchoring requirements specified in Section 260548.16 "Seismic Controls for Electrical Systems."
- C. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- D. Install fuses in fusible devices.
- E. Comply with NECA 1.

3.3 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.

3.4 FIELD QUALITY CONTROL

- A. Perform tests and inspections.

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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. 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.
 3. Perform the following infrared scan tests and inspections and prepare reports:
 - a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each enclosed switch and circuit breaker. Remove front panels so joints and connections are accessible to portable scanner.
 - b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each enclosed switch and circuit breaker 11 months after date of Substantial Completion.
 - c. Instruments and Equipment: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 4. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.
 - D. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.
 - E. Prepare test and inspection reports, 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.
- 3.5 ADJUSTING
- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

END OF SECTION 262816