SECTION 00 01 01

PROJECT MANUAL

ISSUED FOR BID

FOR

Handley Hall HVAC Improvements

UNIVERSITY OF MAINE AT AUGUSTA

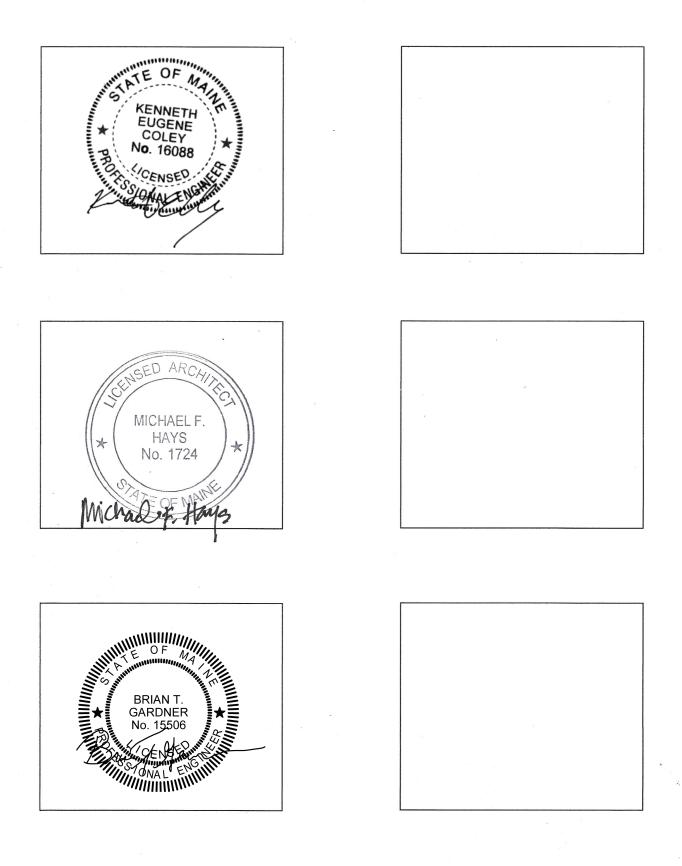
December 16, 2022

Prepared by:

Allied Engineering, Inc.

END OF SECTION 00 01 01

SECTION 00 01 07 SEALS PAGE



UMA - Handley Hall HVAC Improvements

 $00\ 01\ 07-1$

Seals Page

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END OF SECTION 00 01 10

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| Cover Sheet | G-000 | 10/21/2022 |
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| First Floor Architectural Plan | A-2 | 10/21/2022 |
| Second Floor Architectural Plan | A-3 | 10/21/2022 |
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| Roof Level Architectural Plan | A-7 | 10/21/2022 |
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| Structural – Framing Plan | SF-100 | 10/21/2022 |
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| Mechanical Demolition Plan – Lower Level | MD-100 | 10/21/2022 |
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| Mechanical Plan – Second Floor | M-102 | 10/21/2022 |
| Mechanical Plan – Third Floor | M-103 | 10/21/2022 |
| Mechanical Plan – Fourth Floor | M-104 | 10/21/2022 |
| Mechanical Plan – Roof Level | M-106 | 10/21/2022 |
| Mechanical Diagram | M-500 | 10/21/2022 |
| Mechanical Schedules | M-600 | 10/21/2022 |
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| | | |

UMA - Handley Hall HVAC Improvements

List of Drawing Sheets

| Sheet Title | Sheet Number | Dated |
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| Electrical Schedules | E-002 | 10/21/2022 |
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| Roof Power Plan | EP-106 | 10/21/2022 |
| Power One Line | E-500 | 10/21/2022 |

END OF SECTION 00 01 15

SECTION 00 11 13 ADVERTISEMENT FOR BIDS

Bids for: UMA – HANDLEY HALL HVAC IMPROVEMENTS

Shall be submitted electronically to cppmquestions@maine.edu With the following Email Subject Line: UMA – Handley Hall HVAC Improvements

Bids will be received until **2:00 PM** on **Thursday. January 19th. 2023** at which time Bids will be opened and read aloud via Zoom.

Bid opening attendance is available via PC, Mac, Linux, iOS or Android: <u>https://maine.zoom.us/j/83239658033?pwd=aGR2M2o1YmJHTkFNRHN2Z2hVSE01dz09</u>

Meeting ID: 83239658033 Password: 357003 Or via telephone US: <u>1 305-224-196</u>8 Meeting ID: 83239658033 Password: 357003

Bids received after the stated time will not be considered and will be returned unopened.

Electronic bid submission must be accompanied by a copy of a satisfactory Bid Bond for 5% of the Bid (checks will not be accepted) which shall be in conformity with the form of Bond contained in Section 00 43 13 of the Specifications. Upon determination of the apparent low bidder, the University will contact the low bidder and request an original hard copy of the bid bond be delivered within 72 hours. The University reserves the right to waive all formalities and reject any or all bids or to accept any bids. Scholarships, donations or gifts to the University will not be considered in the evaluation of responses.

Electronic Bid Submission Requirements:

A SIGNED virus-free electronic bid form must be submitted as follows:

- The bid and bid bond must be submitted electronically as a single PDF file to the email address shown above.
- Electronic submission must be received by the required **Date/Time** reflected above.

The successful Bidder will be required to furnish a 100% Performance Bond and a 100% Payment Bond to cover the execution of the Contract which shall be in conformity with the form of Bonds contained in Sections 00 61 13.13 and 00 61 13.16, respectively, of the Specifications and shall be for the Contract amount.

Bidders may attend a <u>non-mandatory</u> pre-bid meeting at <u>10:00 on Tuesday</u>, <u>January3rd</u>, <u>2022</u>. Attendees are to meet at the entrance of the project site, Handley Hall. Copies of plans and specifications will not be available at the pre-bid meeting. Acquiring or reviewing plans and specifications prior to the meeting is advised.

Project Summary: The project consists of removal of the existing air handling units above the restrooms of the second, third, and fourth floors and their associated condensing units on the roof and all associated refrigeration piping, controls, supply/return ductwork, reheat coils. Demolition work will also consist of removing all abandoned steam pipes, coils, and accessories, as well as all other abandoned mechanical equipment above the existing restrooms on the second, third, and fourth floors. On the lower level, demolition shall include the relocation of two existing radiant heating panels and all associated piping and accessories. This project will also involve the installation of new Energy Recovery Units (ERU) and VRF heat pump systems to serve the second floor through the fourth floors. The work shall include all architectural and electrical work required to facilitate the work. The main electrical room will also be renovated to provide the required fire ratings and clearances. Fire rated doors shall be provided to mechanical and storage spaces requiring such doors.

The electronic documents (.pdf) may be examined and downloaded at the following site:

https://www.uma.edu/compliance/capital-construction-projects/

Any questions related to the plans and specifications must be submitted prior to <u>4:00pm</u> on <u>Tuesday January</u> <u>10th, 2023</u>, via email; cppmquestions@maine.edu.

In complying with the letter and spirit of applicable laws and pursuing its own goal of diversity, the University of Maine System shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status, gender expression, national origin, citizenship status, age, disability, genetic information, or veterans' status in employment, education, and all other areas of the University System. The University provides reasonable accommodations to qualified individuals with disabilities upon request. General contractors, subcontractors, and product suppliers bidding on this project must subscribe and adhere to same.

UNIVERSITY OF MAINE SYSTEM by and through UNIVERSITY OF MAINE AT AUGUSTA Buster Neel, Interim Chief Business Officer, for University of Maine System Board of Trustees

END OF SECTION 00 11 13

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

- 1. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instrument, or document shall not relieve any bidder from any obligation in respect to the bid. The Owner reserves the right to accept or reject any or all bids as may best serve the interests of the University of Maine System.
- 2. Subject to the University System's right, reserved herein, to accept or reject any or all bids, the General Contractor will be selected on the basis of the sum of the lowest base bid, plus such of the alternates as the University System desires to use.
- 3. The University System is exempt from the payment of Federal Excise Taxes on articles not for resale and the Federal Transportation Tax on all shipments. The Contractor shall quote less these taxes. Upon application, exemption certificates will be furnished when required.
- 4. No proposal may be withdrawn during a period of thirty (30) calendar days immediately following the opening thereof.
- 5. No contract may be assigned, sublet or transferred without the written consent of the University of Maine System.
- 6. All individuals not residents of this State must comply with the provisions of 14 MRSA §704-A.
- The successful bidder, or bidders, will be required to furnish 100% Contract Bonds to cover the execution of the contract, in accordance with the AIA Document A101 - 2017 Exhibit A and Article 11 of the AIA Document A201 – 2017 General Conditions of the Contract for Construction.
- 8. Contractors may be required to furnish a statement of their business experience, record of accomplishments, and financial responsibility, at the discretion of the University System.
- 9. The base bid shall be based on the materials, methods, equipment, and products, as specified.
- 10. Bidders shall submit the bid on the Bid Form provided in the Specifications, Section 00 41 13.
- 11. Any materials, methods, equipment, and products not herein specified, but worthy of consideration by any General or Subcontractor, may be introduced by a separate letter attached to the regular bid. The Bidder shall state the cost comparison with the specified materials, methods, equipment and products, and the reason for the suggested substitution. It shall be understood by all bidders that the attached letter proposing substitutions shall not be used to determine the low bidder and that all bids are based on specified products.
- 12. Telegraphic or facsimile proposals will not be considered, but modification of proposals already submitted will be considered if received prior to the hour set for receipt of proposals. If the telegram or facsimile discloses the amount of the proposal, the proposal will be declared invalid. The bidder bears full responsibility to assure that the correction is delivered to the proper location and within the time required.
- 13. Where a bidder wishes a product to be considered an "approved equal" for bidding purposes, the product, along with all supporting documentation, shall be submitted to the architect for review a minimum of 10 calendar days prior to the bid opening date or the file bid due date, if file bids are required on the project. Products which are determined to be an "approved equal" for bidding purposes shall be listed in an addendum issued so as to be received by bidders no less than 72 hours prior to the bid date or the file bid due date if file bids are required.
- 14. Where the Bid Form requires the tabulation of subcontractors other than "File Bidders," the Bidder shall list the name of the firm the bidder intends to use in the event the bidder receives the contract award.
- 15. Bidders may appeal the award decision by submitting a written protest to the University of Maine System

Chief Facilities and General Services Officer within five (5) business days of the date of the award notice (Notice of Award) with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

END OF SECTION 00 21 13

SECTION 00 41 13 BID FORM – SHORT FORM

| BIDDER: | | | | | |
|---|--|---|--|--|--|
| Physical/StreetAddress | | | | | |
| City, State ZIP | | | | | |
| University of Maine at Buster Neel Chief Business Officer | - | | | | |
| Having carefully examined the form of contract therein for <u>UMA - HANDLEY HALL H</u> affecting the work, we the undersigned providental to the construction and the construction of the const | VAC IMPROVEMENTS, as well a ropose to furnish all labor, equipme and completion of this contract for t | as the premises and conditions nt, and materials necessary for and the sum of | | | |
| | Dollars (<u>\$</u> |). | | | |
| Alternate prices as follows: | | | | | |
| Alternate 1 | | \$ | | | |
| Alternate 2 | : | \$ | | | |
| Alternate 3 | | \$ | | | |
| The receipt of the following addenda to | nlans and specifications is hereby | | | | |
| | · · · · | | | | |
| ADDENDUM #DATED | | DATED | | | |
| ADDENDUM #DATED | ADDENDUM # | DATED | | | |
| Any material or materials not specified in by the bidder by a separate letter attached comparison with the Material specified as specified. | d to this Bid. A cost comparison mu | ust be included giving the | | | |
| affidavits for all insurance specified with acceptance, except if the 12th day falls on the required documents are received befo | The undersigned agrees, if this Bid is accepted to sign a contract and deliver it, along with the bonds and affidavits for all insurance specified within twelve (12) calendar days after the date of notification of such acceptance, except if the 12th day falls on a Saturday, Sunday or holiday, then the conditions will be fulfilled if the required documents are received before 12 o'clock noon on the day following the holiday, or the Monday following the Saturday or Sunday, and as a guarantee thereof, herewith submits a bid bond as required. | | | | |
| The undersigned agrees, if awarded the C May 16, 2023. The undersigned also agree amount will be sublet to other contractor | ees, if awarded the Contract, that n | | | | |
| Signed (by individual authorized to sign c | :ontract) | | | | |
| By (printed name & title) | | Phone | | | |
| PO Box (if applicable) | | Email | | | |
| NOTE: If bidder is a corporation, write S partners. | state of Incorporation, and if a partr | nership, give full names of all | | | |

SECTION 00 43 13 BID SECURITY FORM

| KNOW ALL BY THESE PRESENTS, THAT WE, the undersigned, as PRINCIPAL | | | | | | |
|--|---|------------------------------------|--|--|--|--|
| | , and | | | | | |
| | as SURETY, are hereby held a | nd firmly bound unto the Treasurer | | | | |
| of the UNIVERSITY OF MAINI | E SYSTEM in the penal sum of | | | | | |
| | for the paym | ent of which, well and truly to | | | | |
| be made, we hereby jointly and s | everally bind ourselves, our heirs, executors | s, administrators, successors and | | | | |
| assigns, signed this | day of | . 20 . | | | | |

The condition of the above obligation is such that whereas the Principal has submitted to <u>UNIVERSITY OF</u> <u>MAINE SYSTEM, BY AND THROUGH THE UNIVERSITY OF MAINE AT AUGUSTA</u>, a certain proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing for the UMA – HANDLEY HALL HVAC IMPROVEMENTS.

NOW THEREFORE,

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

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the principal may accept such proposal: and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Treasurer of the UNIVERSITY OF MAINE SYSTEM, Surety shall pay reasonable attorneys' fees and costs incurred by the Treasurer of the UNIVERSITY OF MAINE SYSTEM in such suit.

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

| PRINCIPAL: | | |
|-----------------|------------------|------|
| | Ву: | L.S. |
| SURETY: | | |
| SURETY ADDRESS: | | |
| | | |
| | By: | L.S. |
| **DO NOT A | LTER LANGUAGE** | |
| END OF S | SECTION 00 43 13 | |
| | | |

SECTION 00 51 00 NOTICE OF AWARD SAMPLE

DATE

[Contractor] [Company] [address] [City ST ZIP]

RE: NOTICE OF AWARD – UMA - HANDLEY HALL HVAC IMPROVEMENTS UNIVERSITY OF MAINE AT AUGUSTA

Dear [Contractor]:

You are hereby notified that the University of Maine System, by and through the University of Maine at Augusta, accepts your Bid of \$<u>??.00</u> for the above named project, subject to final resolution of any bid protests and the parties' ability to establish and confirm final terms, as well as the execution of a written contract and your furnishing satisfactory bonds within twelve (12) calendar days as provided in the bidding documents.

This Notice of Award will permit you to proceed with the ordering of materials and scheduling the work so that the project can be completed on time. Should you fail to execute a contract or furnish satisfactory bonds within the stipulated time, the bid bond accompanying your proposal will be forfeited to the University of Maine System as liquidated damages.

Enclosed is your contract agreement for signature. Further, please have your surety provide one original each of the Performance Bond and the Payment Bond, as prescribed in Sections 00 61 13.13 and 00 61 13.16 of the bid document, and a properly executed "Power of Attorney." Please advise your surety agent that the bonds should carry the same date as this Notice of Award and the Contract Agreement. All originals of the signed contract, bonds and insurance certificates should be forwarded directly to Jennifer Sinclair, Capital Contracts Administrator, Capital Planning and Project Management, 5765 Service Building, Orono, ME 04469. Once it is completely signed, a copy of the contract will be returned for your use.

Prior to the start of any work on the construction site, Capital Planning and Project Management must receive Certificates of Liability Insurance as specified in <u>Article A.3</u> of the AIA Document A101 – 2017 Exhibit A, Insurance and Bonds. Please advise your surety that the certificate holder should be as follows: University of Maine System; Office of Risk Management; Robinson Hall, 46 University Drive, Augusta, ME 04330.

The day-to-day administrative and technical details of this project will be handled by the Architect/Engineer, Allied Engineering, Inc. (AEI). All correspondence relative to the day-to-day administration of the project should be directed to Tony Davis, <u>adavis@allied-eng.com</u>; (207) 838-8296.

A pre-construction conference on this project will be scheduled as soon as possible. This conference must be attended by your firm's authorized representative as well as your project superintendent.

Sincerely,

Buster Neel Interim Chief Business Officer

Enclosures

END OF SECTION 00 51 00

SAMPLE UNIVERSITY OF MAINE SYSTEM Construction Contract Agreement

THIS AGREEMENT is made and entered into the ____ day of _____, 20_, by and between the Contractor, ______, and the University of Maine System acting by and through the University of Maine at Augusta, 46 University Drive, Augusta, Maine 04330, hereinafter called the Owner.

WITNESSETH: That the Owner and the Contractor for the considerations hereinafter named agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all of the materials and perform all of the work described in the Contract Documents entitled <u>UMA - HANDLEY HALL HVAC IMPROVEMENTS</u>, prepared by <u>Allied Engineering</u>, Inc., acting as and in these Contract Documents entitled the Architect and/or Engineer.

ARTICLE 2: START AND TIME OF COMPLETION

The date of the commencement of work shall be the date of this Agreement and shall be substantially completed on or before May 16, 2023, subject to adjustments as provided in the Contract Documents.

The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the following stipulated liquidated damages for each calendar day of delay after the date established for Substantial Completion until the Work is substantially complete: ______ Dollars (\$_____) per calendar day.

ARTICLE 3: THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract as follows_____Dollars, \$ (_____), subject to adjustments as provided in the Contract Documents.

The Contract Sum is based upon the following Alternates and Unit Prices, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

| Alternate (1) | Alternate (2) | Alternate (3) |
|---------------|---------------|---------------|
| Unit Prices | | |
| Item | Price | |
| Item | Price | |

Final payment shall be made after completion and acceptance of the work as provided in the Contract Documents.

ARTICLE 4: THE CONTRACT DOCUMENTS

The Contract Documents for this project, except for modifications issued after execution of this agreement, consist of:

- .1 This agreement.
- .2 AIA Document A201-2017, General Conditions of the Contract for Construction, as modified by the Owner.

00 52 13

.3 AIA A101 – 2017, Exhibit A, Insurance and Bonds, as modified by the Owner.

.4 The Specifications as outlined in the Project Manual: UMA – Handley Hall HVAC Improvements, dated December , 2022.

.5 The Drawings as listed in the Project Manual.

ARTICLE 5: OWNER'S REPRESENTATIVES

The Owner's Representative on this project will be <u>Buster Neel, Chief Business Officer</u>, who is authorized to sign contracts and other legal documents related to this project on behalf of the Owner.

The Owner's Project Manager on this project will be Richard Beaulieu.

The Owner and the Contractor hereby agree to the full performance of the covenants herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

UNIVERSITY OF MAINE SYSTEM by and through University of Maine at Augusta

Company

Company

By:

By: _____

Buster Neel Interim Chief Business Officer University of Maine at Augusta

END OF SECTION 00 52 13

SECTION 00 61 13.13

PERFORMANCE BOND FORM

| | | Bond No. | | | |
|---|--|--|--|-------------------|--|
| KNOW ALL BY TH | ESE PRESENTS THAT (1)_ | | | | |
| | | (2) | | | |
| of | and State of | | , as PR | RINCIPAL, | |
| having a usual place of | anized under the laws of the of business in the University of Maine Sys | State of | , as SURETY | and , are held | |
| in office, for which pa |), to be paid sa ayment well and truly to be m strators, successors and assign | id Treasurer of the Unade, Principal and S | University of Maine Sys Surety bind themselves, | tem, or successor | |
| entered into on the (4) | bbligation is such that if the F | y of | | | |
| then this obligation sh | all be null and void; otherwis | se, it shall remain in | full force and effect. | | |
| The Surety hereby wa System. | ives notice of any alteration of | or extension of time | made by the University | of Maine | |
| Signed and sealed this | s (4) day o | of | , 20 | | |
| WITNESSES: | | SIGNATURES: | | | |
| | | | | | |
| | | | | LS | |
| | | | | LS | |
| Bonding Company Ag | gent: | | | | |
| Cor | npany: | | | | |
| Stre | et: | | | | |
| | v, State, Zip: | | | | |
| | ephone: | | | | |
| (3) Correct name of S(4) Same date as that | artnership, or an individual, a urety. | as the case may be. | | | |

If Contractor is a partnership, all partners should execute bond. A Power of Attorney document, together with a statement that it still is in effect shall be provided by the person executing this bond. Bond must be countersigned by a Resident Maine Agent.

****DO NOT ALTER LANGUAGE****

END OF SECTION 00 61 13.13

SECTION 00 61 13.16 PAYMENT BOND FORM

| | | | Bond No. | | |
|--|--|---------------|---------------|-----------------------|--|
| KNOW ALL BY TH | IESE PRESENTS 7 | THAT (1) | | | |
| | | | | | |
| of | | State of | | | _, as PRINCIPAL, |
| and (3) | | 6.1 0 | | | |
| a corporation duly or | ganized under the l | aws of the St | ate of | 2.0 | and URETY are held |
| having a usual place and firmly bound unt | to the University of | Maine Syste | m in the sur | , as S n of | JURE 11, are held |
| | | | | | Dollars |
| | ncipal and Surety b | ind themselv | | | elow defined, for the ninistrators, successor |
| The condition of this incurred for all labor in the Contract enter construction of (5) | and materials used ed into on the (4) | or required b | by the Princi | pal in connection wit | h the work contempla |
| | | | | | y incur in making goo hall remain in full for |
| *A Claimant is defin Principal for labor, n | | | | | contractor of the mance of the contract. |
| Signed and sealed the | is (6) | day of | | , 20 | |
| WITNESSES: | | | SIGNATU | | |
| | | | | | LS |
| | | | | | LS |
| | | | | | LS |
| Bonding Company A | Agent: | | | | |
| Co | mpany: | | | | |
| Str | eet: | | | | |
| Cit | y, State, Zip: | | | | |

(1) Correct name of Contractor.

(2) A corporation, a partnership, or an individual, as the case may be.

Telephone:

(3) Correct name of Surety.

(4) Same date as that of contract.

(5) Name of Project as designated in contract.

(6) Same date as that of Contract.

If contractor is a partnership, all partners should execute bond. A Power of Attorney document, together with a statement that it still is in effect shall be provided by the person executing this bond. Bond must be countersigned by a Resident Maine Agent.

****DO NOT ALTER LANGUAGE****

END OF SECTION 00 61 13.16

00 62 16 SAMPLE

AIA Document G715[°] – 2017

Supplemental Attachmentfor ACORD Certificate of Insurance 25

PROJECT: (name and address) Samples

CONTRACT INFORMATION: Contract For: Date:

ARCHITECT: (name and address)

CERTIFICATE INFORMATION: Producer: Insured: Date: CONTRACTOR: (name and address)

OWNER: (name and address) University of Maine System by and through University of Maine at Augusta 46 University Drive Augusta, ME 04330

Δ

Β.

| - | - | - | | | | |
|---|-----|--|---|-----|----|-----|
| | Ger | neral | Liability | Yes | No | N/A |
| | 1. | 1. Does this policy include coverage for: | | | | |
| | | a | Damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person? | | | |
| | | b | Personal injury and advertising injury? | | | |
| | | C | Damages because of physical damage to or destruction of tangible property, including the loss of use of such property? | | | |
| | | d | Bodily injury or property damage arising out of completed operations? | | | |
| | | е | The Contractor's indemnity obligations included in the Contract Documents? | | | |
| | 2. | Do | | | | |
| | | а | Claims by one insured against another insured, where the exclusion or restrictions is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim? | | | |
| | | b | Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor? | | | |
| | | С | Claims for bodily injury other than to employees of the insured? | | | |
| | | d | Claims for the Contractor's indemnity obligations included in the Contract Documents arising out of injury to employees of the insured? | | | |
| | | e | Claims for loss excluded under a prior work endorsement or other similar exclusionary language? | | | |
| | | f | Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language? | | | |
| | | g | Claims related to residential, multi-family, or other habitational projects? | | | |
| | | h | Claims related to roofing? | | | |
| | | I | Claims related to exterior insulation finish systems, synthetic stucco, or similar exterior coatings or surfaces? | | | |
| | | j | Claims related to earth subsistence or movement? | | | |
| | | k | Claims related to explosion, collapse, and underground hazards? | | | |
| | | | | | No | |
| | Oth | Other Insurance Coverage | | | | N/A |
| | 1. | Indicate whether the Contractor has the following insurance coverages and, if so, indicate the coverage limits for each. | | | | |
| | | а | Professional liability insurance | | | |
| | | | Coverage limits: | | | |
| | | b | Pollution liability insurance | | | |

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1

| | Coverage limits: | | |
|---|--|------|--|
| C | Insurance for maritime liability risks associated with the operation of a vessel | | |
| | Coverage limits: | | |
| d | Insurance for the use or operation of manned or unmanned aircraft | | |
| | Coverage limits: | | |
| e | Property insurance | | |
| | Coverage limits: | | |
| f | Railroad protective liability insurance | | |
| | Coverage limits: | | |
| g | Asbestos abatement liability insurance | | |
| | Coverage limits: | | |
| h | Insurance for physical damage to property while it is in storage and in transit | | |
| | to the construction site | | |
| | Coverage limits: | | |
| 1 | Other: | | |
| | | | |

(Authorized Representative)

(Date of Issue)

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_ . . ~ -.

| ACORD CERTI | FICATE OF LIABI | LITY INS | URANC | E | DATE (MM/DD/YY) | | |
|---|---|---|--|--|------------------|--|--|
| PRODUCER | | THIS CER ONLY AN HOLDER. | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | | |
| | | | INSURERS AFFORDING COVERAGE | | | | |
| INSURED | | INSURER A: | | | | | |
| | | INSURER B: | INSURER B: | | | | |
| | | INSURER C: | INSURER C: | | | | |
| | | INSURER D: | INSURER D: | | | | |
| | | INSURER E: | INSURER E: | | | | |
| ANY REQUIREMENT, TERM OR CON MAY PERTAIN, THE INSURANCE AFFO | D BELOW HAVE BEEN ISSUED TO THE I DITION OF ANY CONTRACT OR OTHEI ORDED BY THE POLICIES DESCRIBED I VN MAY HAVE BEEN REDUCED BY PAID | R DOCUMENT WITI HEREIN IS SUBJEC | H RESPECT TO WI | HICH THIS CERTIFICATE | MAY BE ISSUED OR | | |
| INSR LTR TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIM | ITS | | |
| GENERAL LIABILITY | | | | EACH OCCURRENCE | \$ | | |
| COMMERCIAL GENERAL LIABILITY | | | | FIRE DAMAGE (Any one fire) | \$ | | |
| CLAIMS MADE OCCUR | | | | MED EXP (Any one person) | \$ | | |
| | | | | PERSONAL & ADV INJURY | \$ | | |
| | | | | GENERAL AGGREGATE | \$ | | |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | i S | | |
| POLICY PRO- JECT LOC | | | | | | | |
| AUTOMOBILE LIABILITY ANY AUTO | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | | |
| ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | \$ | | |
| HIRED AUTOS | | | | BODILY INJURY (Per accident) | \$ | | |
| | | | | PROPERTY DAMAGE (Per accident) | \$ | | |
| GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | \$ | | |
| ANY AUTO | | | | OTHER THAN EA ACC | \$ | | |
| | | | | AUTO ONLY: AGG | 6 \$ | | |
| EXCESS LIABILITY | | P | | EACH OCCURRENCE | \$ | | |
| | | | | AGGREGATE | \$ | | |
| | | | | | \$ | | |
| DEDUCTIBLE | | | | | \$ | | |
| RETENTION \$ | | | | | \$ | | |
| WORKERS COMPENSATION AND | | | | WC STATU- TORY LIMITS ER | 1- | | |
| EMPLOYERS' LIABILITY | | | | E.L. EACH ACCIDENT | \$ | | |
| | | | | E.L. DISEASE - EA EMPLOYE | E \$ | | |
| | | | | E.L. DISEASE - POLICY LIMIT | - \$ | | |
| OTHER | | | | | | | |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VE University of Maine System is n Project: | HICLES/EXCLUSIONS ADDED BY ENDORSEMEN amed an additional insured under | | | · | | | |
| CERTIFICATE HOLDER | DITIONAL INSURED; INSURER LETTER: | CANCELLAT | CANCELLATION | | | | |
| University of Maine Syste | SHOULD ANY O | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION | | | | | |
| | | DATE THEREOF | DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL DAYS WRITTEN | | | | |
| Office of Risk Manageme | III | NOTICE TO THE | NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL | | | | |
| Robinson Hall | | IMPOSE NO OB | IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE | | | | |
| 46 University Drive | | REPRESENTATI | | | | | |
| Augusta, ME 04330 | | AUTHORIZED RE | | | | | |
| | | | | | | | |

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COMMERCIAL GENERAL LIABILITY CG 00 01 12 04

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section ${\rm II}$ – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section ${\bf V}$ – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- **b.** This insurance applies to "bodily injury" and "property damage" only if:
 - The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

UMA - Handley Hall HVAC Improvements

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if "bodily injury" or "property the damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor:
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

UMA - Handley Hall HVAC Improvements

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.
- i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "productscompleted operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

I. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

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m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- **a.** We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- **b.** We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - **b.** Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- **c.** The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- **g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - **d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the in-demnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- **b.** The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - **a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - **b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - **c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

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- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- **2.** Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- **b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- **d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- **3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - **c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - **c.** Persons or organizations making claims or bringing "suits".

- **2.** The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- **a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- **b.** If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
 - Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- **d.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b**. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c**. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- **a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- **b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- **c.** The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- **a.** The statements in the Declarations are accurate and complete;
- **b.** Those statements are based upon representations you made to us; and
- **c.** We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- **a.** As if each Named Insured were the only Named Insured; and
- **b.** Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - **a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - **b.** Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
 - **a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- **3.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
 - **a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - **b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
 - **c.** All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a**. above or in a settlement we agree to.

- **5.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - **b.** You have failed to fulfill the terms of a contract or agreement;
 - if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

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- **b.** Your fulfilling the terms of the contract or agreement.
- **9.** "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - **b.** A sidetrack agreement;
 - **c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - **d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

- **10.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- **11.**"Loading or unloading" means the handling of property:
 - After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - **b.** While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- **12.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - **a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - **b.** Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - **d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

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- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- **13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - **c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - **d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - **g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- **15.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- 16. "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- **b.** Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
- **17.**"Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

UMA - Handley Hall HVAC Improvements

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- **18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - **a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - **b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- **19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- **20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

- **21.**"Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
 - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|--|---|
| | |
| | |
| $\square \square $ | |
| | |
| Information required to complete this Schedule, if not show | n above, will be shown in the Declarations. |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury"

- caused, in whole or in part, by: 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

END OF SECTION 00 62 16.12

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|---------|----|---|----|
|---------|----|---|----|

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UMA - Handley Hall HVAC Improvements

00 62 16.12 - 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operation |
|---|---|
| | |
| | |
| | |
| | $\gamma \sim $ |
| | |
| | |

Information required to complete this Schedule, it not shown above, will be shown in the Declarations.

Section II – Who Is An insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

END OF SECTION 00 62 16.13

CG 20 37 07 04

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Page 1 of 1

Certificate of Insurance Form CG 20 37 07 04 THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "location" shown in the Schedule above:
 - 1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE **C** regardless of the number of:
 - a. Insureds;

- **b.** Claims made or "suits" brought; or
- **c.** Persons or organizations making claims or bringing "suits".
- 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
 - Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
- **2.** Such payments shall not reduce any Designated Location General Aggregate Limit.
- **C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- **D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

END OF SECTION 00 62 16.14

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|---|-------------------------|----|------------|--|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------------|
| | | Ι | RETAINAGE | (IF VARIABLE RATE) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | \$0.00 |
| | | Н | BALANCE TO | FINISH (C - G) | 00.0 | 00.0 | 00.0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 00.0 | 00.0 | 0.00 | 00.0 | 0.00 | 00.0 | 00.0 | 00.0 | 0.00 | 0.00 | 0.00 | \$0.00 |
| | NO: | | | $(G \div C)$ | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| APPLICATION NO: APPLICATION DATE: PERIOD TO: | ARCHITECT'S PROJECT NO: | IJ | TOTAL | COMPLETED AND STORED TO DATE (D + E + F) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 00.0 | 0.00 | 0.00 | 0.00 | \$0.00 |
| | | F | MATERIALS | PRESENTLY STORED (NOT IN D OR E) | 0.00 | 00.0 | 00.00 | 0.00 | 0.00 | | 0.00 | 0.00 | 0.00 | 00.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | \$0.00 |
| viser Edition, v apply. | | Е | MPLETED | THIS PERIOD | 00.0 | 00.0 | 00.0 | 0.00 | 00.00 | 00.00 | 0.00 | 0.00 | 0.00 | 00.00 | 0.00 | 00.00 | 0.00 | 00.00 | 00.00 | 00.00 | 0.00 | 00.00 | 0.00 | \$0.00 |
| on Manager as Adv led. e for line items may | | D | WORK CON | FROM PREVIOUS APPLICATION (D + E) | 0.00 | 00.0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | \$0.00 |
| ayment, Constructi rtification is attack e variable retainage | | С | | SCHEDULED - VALUE | 0.00 | 0.00 | 00.0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 00.0 | 00.0 | 0.00 | 0.00 | 0.00 | \$0.00 |
| Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply. | | В | | DESCRIPTION OF WORK | | | | | | | | | | | | | | | | | | | | GRAND TOTAL |
| Applicat containir Use Colu | | A | | ITEM NO. | | | | | | | | | | | | | | | | | | | | _ |

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00 62 73 SAMPLE

| Application and Certificate for Payment | ayment | |
|--|--|---|
| TO OWNER: University of Maine System by and through University of Maine at Augusta | PROJECT: | APPLICATION NO: Distribution to: PERIOD TO: OWNER: ARCHITECT: ARCHITECT |
| FROM CONTRACTOR: | VIA ARCHITECT: | CONTRACT FOR: CONTRACTOR: CONTRACT DATE: FIELD: PROJECT NOS: / OTHER: |
| CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. AIA Document G703 [®] , Continuation Sheet, is attached. 1. ORIGINAL CONTRACT SUM | ontract. | |
| 2. NET CHANGE BY CHANGE ORDERS | 0.00 | D Bv: Date: |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | | State of: |
| 5. RETAINAGE: a. 0 % of Completed Work (Column D + E on G703) | 0.00 | County of: Subscribed and sworn to before me this day of |
| b. 0 % of Stored Material (Column F on G703) Total Retainage (Lines 5a + 5b or Total in Column I of G703) | of G703) | Notary Public: 0 My Commission expires: |
| 6. TOTAL EARNED LESS RETAINAGE | 0.00 | ARCHITECT'S CERTIFICATE FOR PAYMENT |
| (Line 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT | | In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is |
| 8. CURRENT PAYMENT DUE[| 0.00 | |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | 0.00 | AMOUNT CERTIFIED |
| CHANGE ORDER SUMMARY | ADDITIONS DEDUCTIONS | |
| Total changes approved in previous months by Owner | | By: Date: |
| 1 otal approved this Month TOTALS | 0.00 0.00 0.00 | This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein Issuance navment and accentance of navment are without meindice to any riohs of |
| NET CHANGES by Change Order | 0.00 | |
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| copyrigm@ala.org. User Notes: | | (3B9AD44C) |

SECTION 00 62 76.13 SAMPLE

SALES TAX FORM

DATE: _____

VENDOR:

Vendor Name

Vendor Address

Vendor City, State Zip

I hereby certify under penalties of perjury, that:

I am engaged in the performance of a construction contract on a project for the University of Maine System which is a Sales Tax exempt organization under the Maine Sales and Use Tax Law, Section 1760, subsection 2 and 16:

| This project is titled: | UMA - HANDLEY HALL HVAC IMPROVEMENTS |
|-------------------------|--------------------------------------|
| | Project Title |
| | |

The project is located at: <u>UNIVERSITY OF MAINE AT AUGUSTA</u> Campus Name or Town

This certificate is issued to cover purchases of materials that will be permanently incorporated into the real property belonging to the exempt organization or government agency indicated above.

| Signed: | Authorized Signature |
|----------------------|----------------------|
| Name &Title: | |
| Firm Name: | |
| Firm Address: | |
| Firm City, State Zip |) |

END OF SECTION 00 62 76.13

00 62 76.16 SAMPLE

AIA Document G707A – 1994

Consent of Surety to Reduction in or Partial Release of Retainage

| Samples CONTRACT FOR: TO OWNER: (Name and address) University of Maine System by and through University Of Maine at Augusta 46 University Drive Augusta, ME 04430 In accordance with the provisions of the Contract between the Owner and above, the (Insert name and address of Surety) | ARCHITECT: CONTRACTOR: SURETY: OTHER: the Contractor as indicated , SURETY, |
|--|--|
| University of Maine System by and through University of Maine at Augusta 46 University Drive Augusta, ME 04430 In accordance with the provisions of the Contract between the Owner and above, the | SURETY: OTHER: the Contractor as indicated |
| by and through University of Maine at Augusta 46 University Drive Augusta, ME 04430 In accordance with the provisions of the Contract between the Owner and above, the | OTHER: the Contractor as indicated |
| University of Maine at Augusta 46 University Drive Augusta, ME 04430 In accordance with the provisions of the Contract between the Owner and above, the | the Contractor as indicated |
| Augusta, ME 04430 In accordance with the provisions of the Contract between the Owner and above, the | |
| above, the | |
| above, the | |
| (Insert name and address of Surety) | , SURETY, |
| | , SURETY, |
| | , SURETY, |
| on bond of | |
| (Insert name and address of Contractor) | |
| | |
| hereby approves the reduction in or partial release of retainage to the Cont | , CONTRACTOR, |
| nereby approves the reduction in or partial release of relamage to the com | |
| The Surety agrees that such reduction in or partial release of retainage to t | he Contractor shall not religio |
| the Surety agrees that such reduction in or partial release of relainage to the Surety of any of its obligations to (Insert name and address of Owner) | |
| | |
| | , OWNER, |
| as set forth in said Surety's bond. | |
| IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date (Insert in writing the month followed by the numeric date and year.) | te: |
| | (Surety) |
| | |
| | (Signature of authorized representative) |
| Attest: | |
| (Seal): | (Printed name and title) |
| | |
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00 62 76.16 - 1

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Consent of Surety to Reduction

00 62 79 SAMPLE STORED MATERIALS

| University of Maine System | Project Title: | UMA - Handley Hall HVAC Improvements |
|--------------------------------|----------------|--------------------------------------|
| by and through | 5 | |
| University of Maine at Augusta | Location: | University of Maine at Augusta |
| 46 University Drive | | |
| Augusta ME 04330 | Contractor: | |

Materials and/or equipment (hereinafter "Materials") that have not yet been incorporated into the work may be delivered and suitably stored, at the site or some other location agreed upon by the Owner. The Materials listed below have been estimated at 100% of the cost and will be stored at ______. The Owner will reimburse the Contractor based upon the prices included on the Schedule of Values Form, 00 62 73(AIA G703), less the cost of installation. The Contractor must complete sufficient copies of this Stored Materials Form, 00 62 79, to accompany the Application for Payment. The Contractor shall secure the signature of its bonding company on all forms and shall also provide a Power of Attorney from the bonding company.

SCHEDULE

| Qty | Material/Equipment | Item in Al | IA G703 | Unit Wholesale Price | Extended Wholesale Price |
|-----|--------------------|--------------------|---------|-------------------------|-----------------------------|
| | | Item No Unit Price | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | Total | |

Surety

Power of Attorney Must be Attached

By:

Attorney-in-Fact

Date:

BILL OF SALE

The Contractor, ______, (will store/has stored) certain Materials (at the site of this project/at an approved warehouse/at bonded warehouse) and will be paid in accordance with the provisions of the General Conditions of the Contract for Construction. In consideration of the sum of \$______ paid to the contractor by the Owner, and, incompliance with the provisions of the Contract, and, with the intention to be legally bound, the Contractor does hereby grant, bargain, sell and deliver unto the Owner, it successors and assigns, all and singular, the Materials described in the schedule above. The Contractor agrees that:

- 1. Contractor has good title to the Materials, free and clear of all liens and encumbrances, and title is granted to the Owner;
- 2. The Materials will be used only in the construction of the above referenced project, under the provisions of the Contract, and will not be diverted elsewhere without the prior written consent of the Owner;
- 3. The Materials have been delivered to and are at the places approved for storage, and they are clearly marked and identified as the property of the Owner and are stored in a safe and secure manner to protect from damage or loss;

- 4. The Contractor will pay all expenses in connection with the sale, delivery, storage, protection and insurance of Materials granted to the Owner.
- 5. The Contractor will remain responsible for the Materials, which will remain under its custody and control for all losses, and will fully indemnify the Owner for the cost of the Materials should the Materials be lost or damaged or stolen, regardless of exclusions in insurance policies required under this document. The contractor has insured the Materials against loss or damage by fire (with extended coverage), theft and burglary, with loss payable to the Owner;
- 6. The Contractor agrees that the quantities of Materials set forth in the Schedule of Values Form represents the maximum quantities for which it may be entitled to payment under the provisions of the contract;
- 7. The following information is included with this form:

Witness.

(1) An Application for Payment;
 (2) An invoice or copy of an invoice for Materials stored;
 (3) Evidence of payment, or when payment has not been made, a letter on the Contractor's letterhead authorizing payment to be made jointly to the Contractor and the Supplier;
 (4) Photographs showing the stored Materials and its location;
 (5) a fire and theft insurance policy rider for the stored Materials.
 (6) a warehouseman's receipt acknowledging that the Materials being stored at the warehouse are being held for the benefit of the Contractor or/or University.

| | By: | (SEAL) |
|-----------|----------------------------------|--------|
| | Principal/Contractor-Individual | |
| Witness: | Principal/Contractor-Individual | |
| | | (SEAL) |
| Attest: | Principal/Contractor-Corporation | |
| | By: | |
| Secretary | President | |

END OF SECTION 00 62 79

00 63 14 SAMPLE

MIA® Document G716[®] – 2004

Request for Information ("RFI")

| то: | FROM: | |
|---------------------|-------------------------------------|---------|
| | | |
| PROJECT: Samples | ISSUE DATE: | RFI No. |
| | | |
| PROJECT NUMBERS: / | REQUESTED REPLY DATE: COPIES TO: | |

RFI DESCRIPTION: (Fully describe the question or type of information requested.)

REFERENCES/ATTACHMENTS:(List specific documents researched when seeking the information requested.)**SPECIFICATIONS:DRAWINGS:OTHER:**

SENDER'S RECOMMENDATION: (If RFI concerns a site or construction condition, the sender may provide a recommended solution, including cost and/or schedule considerations.)

RECEIVER'S REPLY: (*Provide answer to RFI, including cost and/or schedule considerations.*)

ΒY

DATE

COPIES TO

Note: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.

00 63 33 SAMPLE



Architect's Supplemental Instructions

PROJECT: (name and address) Samples

CONTRACT INFORMATION: Contract For: Date: ASI INFORMATION: ASI Number: Date:

OWNER: (name and address) University of Maine System by and through University of Maine at Augusta 46 University Drive Augusta, ME 04330 **ARCHITECT:** (name and address)

CONTRACTOR: (name and address)

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time. (Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

ISSUED BY THE ARCHITECT:

ARCHITECT (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

00 63 46 SAMPLE

AIA Document G714[®] – 2017

Construction Change Directive

PROJECT: (name and address) Samples

CONTRACT INFORMATION: Contract For: Date: **CCD INFORMATION:** Directive Number: Date:

OWNER: (name and address) University of Maine System by and through University of Maine at Augusta 46 University Drive Augusta, ME 04330 **ARCHITECT:** (name and address)

CONTRACTOR: (name and address)

The Contractor is hereby directed to make the following change(s) in this Contract: *(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)*

PROPOSED ADJUSTMENTS

1.

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is: Lump Sum decrease of \$0.00
 - Unit Price of \$ per
 - Cost, as defined below, plus the following fee: (Insert a definition of, or method for determining, cost)
 - \Box As follows:
- 2. The Contract Time is proposed to . The proposed adjustment, if any, is

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

ARCHITECT (Firm name)

OWNER (*Firm name*)

CONTRACTOR (Firm name)

PRINTED NAME AND TITLE

forth in this CCD.

SIGNATURE

DATE

with the proposed adjustments in

Contract Sum and Contract Time set

Contractor signature indicates agreement

SIGNATURE

SIGNATURE

DATE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

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UMA - Handley Hall HVAC Improvements

G714 Construction Change Directive

00 63 57 SAMPLE

AIA Document G709[°] – 2018

Proposal Request

PROJECT: (name and address) Samples

CONTRACT INFORMATION: Contract For: Date:

ARCHITECT: (name and address)

Architect's Project Number: Proposal Request Number: Proposal Request Date:

CONTRACTOR: (name and address)

OWNER: (name and address) University of Maine System by and through University of Maine at Augusta 46 University Drive Augusta, ME 04430

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Zero (0) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

PRINTED NAME AND TITLE



AIA[®] Document G701[®] – 2017

Change Order

PROJECT: (Name and address) Samples

CONTRACT INFORMATION: Contract For: General Construction Date:

CHANGE ORDER INFORMATION: Change Order Number: Date:

OWNER: (*Name and address*) University of Maine System by and through University of Maine at Augusta 46 University Drive Augusta, ME 04330 **ARCHITECT:** (Name and address)

CONTRACTOR: (Name and address)

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

| The original Contract Sum was | \$ 0.00 |
|--|------------|
| The net change by previously authorized Change Orders | \$ 0.00 |
| The Contract Sum prior to this Change Order was | \$ 0.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 0.00 |
| The new Contract Sum including this Change Order will be | \$ 0.00 |
| The Contract Time will be increased by Zaro (0) days | |

The Contract Time will be increased by Zero (0) days. The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| ARCHITECT (Firm name) | CONTRACTOR (Firm name) | OWNER (Firm name) |
|------------------------|------------------------|------------------------|
| SIGNATURE | SIGNATURE | SIGNATURE |
| PRINTED NAME AND TITLE | PRINTED NAME AND TITLE | PRINTED NAME AND TITLE |
| DATE | DATE | DATE |

00 65 16 SAMPLE

AIA[®] Document G704[®] – 2017

Certificate of Substantial Completion

PROJECT: (name and address) Samples

CONTRACT INFORMATION: Contract For: Date:

CERTIFICATE INFORMATION: Certificate Number: Date:

OWNER: (name and address) University of Maine System by and through University of Maine at Augusta 46 University Drive Augusta, ME 04330 **ARCHITECT:** (name and address)

CONTRACTOR: (name and address)

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate. *(Identify the Work, or portion thereof, that is substantially complete.)*

ARCHITECT (Firm Name)

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows: *(Identify the list of Work to be completed or corrected.)*

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

| CONTRACTOR (Firm Name) | SIGNATURE | PRINTED NAME AND TITLE | DATE |
|----------------------------------|-----------|------------------------|------|
| OWNER (Firm Name) | SIGNATURE | PRINTED NAME AND TITLE | DATE |

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SECTION 00 65 19 CERTIFICATE OF COMPLETION FORM (Final)

DATE:

PROJECT NAME: _____

SUBSTANTIAL COMPLETION DATE: _____

FINAL COMPLETION is defined, in accordance with Article 9 of the A201 General Conditions of the Contract for Construction, as the date certified by the Architect when all the Work of the Project is fully complete, the Close-Out requirements of Paragraph 9.10 of the General Conditions have been completed, including the Close-Out Meeting and approval of Close-Out by the Architect, in accordance with Subparagraph 9.10.2, and the Contract fully performed in accordance with the Contract Documents, and the Contractor entitled to final payment.

The CONTRACTOR certifies that the Work is fully completed and was completed on or before ______, 20_____, and submits herewith:

Application for Final Payment (AIA G702) Affidavit of Payments (AIA G706) Consent of Surety (AIA G707) Releases of Liens (AIA G706A) Waiver of Lien

CONTRACTOR: HOPKINS PAVING

 By:

 Name:

 Title:

The ARCHITECT has inspected the Work and has determined that the Date of Final Completion was ______, 20____.

ARCHITECT:

By: ______ Name: ______ Title: _____

Date:

Date:

The OWNER hereby accepts the Work as fully complete and will make final payment.

OWNER: UNIVERSITY OF MAINE SYSTEM

By: _____

Buster Neel Chief Business Officer

END OF SECTION 00 65 19

00 65 19.13 SAMPLE



Contractor's Affidavit of Payment of Debts and Claims

| PROJECT: | (Name | and | addi | ress) |
|----------|-------|-----|------|-------|
| Samples | | | | |

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: CONTRACT DATED:

TO OWNER: (*Name and address*) University of Maine System by and through University of Maine at Augusta 46 University Drive Augusta, ME 04330 OWNER: ARCHITECT: CONTRACTOR: SURETY: OTHER:

STATE OF: COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

| 1. | Consent of Surety to Final Payment. Whenever |
|----------|--|
| | Surety is involved, Consent of Surety is |
| | required. AIA Document G707, Consent of |
| | Surety, may be used for this purpose |
| Indicate | Attachment Yes No |

The following supporting documents should be attached hereto if required by the Owner:

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- **3.** Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: My Commission Expires:

UMA - Handley Hall HVAC Improvements

G706 - Contractor's Affidavit of Payment

00 65 19.16 SAMPLE

AIA Document G706A – 1994

Contractor's Affidavit of Release of Liens

| PROJECT: (Name and address) | ARCHITECT'S PROJECT NUMBER: | OWNER: |
|--|-----------------------------|---------------|
| Samples | CONTRACT FOR: | ARCHITECT: |
| TO OWNER: (Name and address) | CONTRACT DATED: | CONTRACTOR: 🗌 |
| University of Maine System by and through | | SURETY: |
| University of Maine at Augusta | | OTHER: 🗌 |
| 46 University Drive | | |
| Augusta, ME 04330 | | |

STATE OF: COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: My Commission Expires:

SAMPLE

SECTION 00 65 19.17 WAIVER OF LIEN

DATE:

State of Maine County of <u>Kennebec</u>

TO: University of Maine System by and through University of Maine at Augusta 46 University Drive Augusta ME 04330

SUBJECT:

| | Project Name: | <u>UMA – HANDLE</u> | <u>Y HALL HVAC</u> | IMPROVEMENTS | <u>S</u> |
|--------------------------------|--|---|--|---|---|
| | Project Location: | UNIVERSITY OF | MAINE AT AU | <u>IGUSTA</u> | |
| undersigned or right to lie | en on the Subject Pro l/or subcontracts fur | aive and release the oject under the Statu | University of Ma ites of the state of | aine System from a f Maine relating to | ny and all lien or claim liens for labor, |
| Signed: | | | | | |
| Title: | | | | | |
| Firm Name: | | | | | |
| | | | | | |
| NOTARY | | | | | |
| Subscribed a | nd sworn to before r | ne this | day of | , 20 |) |
| | | | | | |

Signature Notary Public

END OF SECTION 00 65 19.17

SECTION 00 65 19.18

SAMPLE SUBCONTRACTOR/SUPPLIER CONDITIONAL RELEASE AND WAIVER OF LIEN

DATE:

State of Maine County of <u>Kennebec</u>

SUBJECT:

Project Name: <u>UMA – HANDLEY HALL HVAC IMPROVEMENTS</u>

Project Location: UNIVERSITY OF MAINE AT AUGUSTA

| | _(hereinafter called the Subcontractor) in consideration of the sum of |
|--|---|
| \$ | to be paid to Subcontractor |
| by | upon receipt of said payment does hereby release and forever |
| discharge | and the University of Maine System from any and all |
| workman's, materialman's, mechanic's, b | uilding or other liens, claims, causes of action, liabilities and other |
| obligations with respect to the value of any | y and all work, services and materials furnished, performed, or |
| supplied by the subcontractor to or in com | nection with the construction project known as the Insert Project |
| Name Here located in Insert Location Her | e (hereinafter called the "Premises") through the date of |
| Subc | contractor shall take all reasonable action to discharge any lien |
| currently filed or pending against | and the University of Maine System, |
| including without limitation the recording | of instruments discharging said lien with the appropriate Registry of |
| Deeds. | |

Subcontractor acknowledges that its receipt of said payment will constitute full and final payment for all work performed by Subcontractor through the date set forth above except for retainage if applicable, in the amount of (\$)_____.

Subcontractor further covenants and represents that all of the subcontract suppliers, mechanics, materialmen, and laborers listed below engaged by Subcontractor have been paid in full (less proper retainage if any) or shall be immediately paid in full from the proceeds of this current payment for all work done and or materials furnished to the Premises through the date set forth in the first paragraph above. The Subcontractor hereby agrees to indemnify, defend, and hold and The University of Maine System harmless from any and all claims, including but not limited to attorney fees, claims for payment, and liens of any kind or nature filed or made by any person or entity based upon work done or materials furnished in connection with the Premises by the Subcontractor or any sub-subcontractor, suppliers, mechanics, materialmen, and laborers employed by Subcontractor through the date set forth in the first paragraph above. Subcontractor shall request any sub-subcontractor, suppliers, mechanics, materialmen, and laborers employed by Subcontractor through the date set forth in the first paragraph above to, and shall itself, take all reasonable action to discharge any lien in connection with payments owed by Subcontractor currently filed or pending and the University of Maine System, including without limitation the against recording of instruments discharging said lien with the appropriate Registry of Deeds.

Major sub-subcontractors and suppliers whose contract or purchase order meets or exceeds \$5,000 working for said Subcontractor for the period stated above:

SECTION 00 65 19.18

The undersigned represents that he is authorized by all corporate or other action necessary to execute and deliver this release.

| Signed: | |
|------------|--|
| Title: | |
| Firm Name: | |
| | |
| NOTARY | |

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

Signature Notary Public

END OF SECTION 00 65 19.17

00 65 19.19 SAMPLE

AIA Document G707[•] – 1994

Consent Of Surety to Final Payment

| Samples CONTRAC TO OWNER: (Name and address) University of Maine System by and through University of Maine at Augusta 46 University Drive Augusta, ME 04330 In accordance with the provisions of the Contract between (Insert name and address of Surety) on bond of (Insert name and address of Contractor) | CONTRACTOR: SURETY: OTHER: other: surety |
|---|---|
| University of Maine System by and through University of Maine at Augusta 46 University Drive Augusta, ME 04330 In accordance with the provisions of the Contract between (<i>Insert name and address of Surety</i>) on bond of | SURETY: Contractor as indicated above, the |
| University of Maine System by and through University of Maine at Augusta 46 University Drive Augusta, ME 04330 In accordance with the provisions of the Contract between (Insert name and address of Surety) on bond of | SURETY: OTHER: other: surety |
| by and through University of Maine at Augusta 46 University Drive Augusta, ME 04330 In accordance with the provisions of the Contract between (<i>Insert name and address of Surety</i>) on bond of | the Owner and the Contractor as indicated above, the |
| 46 University Drive Augusta, ME 04330 In accordance with the provisions of the Contract between (<i>Insert name and address of Surety</i>) on bond of | , SURETY |
| Augusta, ME 04330 In accordance with the provisions of the Contract between (<i>Insert name and address of Surety</i>) on bond of | , SURETY |
| (Insert name and address of Surety) on bond of | , SURETY |
| (Insert name and address of Surety) on bond of | , SURETY |
| (Insert name and address of Surety) on bond of | , SURETY |
| | |
| | |
| | |
| (Insert name and address of Contractor) | |
| | |
| | |
| | , CONTRACTOR |
| hereby approves of the final payment to the Contractor, an | |
| not relieve the Surety of any of its obligations to (Insert name and address of Owner) | |
| | |
| | |
| as set forth in said Surety's bond. | , OWNER |
| | |
| | |
| IN WITNESS WHEREOF, the Surety has hereunto set its (Insert in writing the month followed by the numeric date of the set | |
| | |
| | (Surety) |
| | |
| | (Signature of authorized representative) |
| | |
| Attest: (Seal): | (Printed name and title) |
| | |
| | |
| | |
| | |
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UMA - Handley Hall HVAC Improvements

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(3B9ADA5E)

00 72 00 SAMPLE

AIA[®] Document A201[°] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name, legal status and address)

University of Maine System by and through University of Maine at Augusta 46 University Drive Augusta, ME 04330

THE ARCHITECT: (Name, legal status and address)

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
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- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
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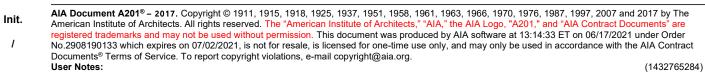
UMA - Handley Hall HVAC Improvements

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.

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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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 between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, 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.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract 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. 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.

§ 1.1.3 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.

§ 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

Instruments of Service 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 may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect is the Initial Decision Maker for this Agreement.

§ 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.

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§ 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.

§ 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. Where the Procurement Requirements include provisions that portions of the Work be File Bid in accordance with the requirements of the Maine Bid Depository System, the subcontracts for these portions of the work will cover the same scope of work as defined by the Procurement Requirements and the File Bid and shall have the same contract amount as listed in the successful bid.

§ 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.

§ 1.3 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.

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

§ 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. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. 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' reserved rights. The provisions of this section shall not be deemed to modify the contract between the University of Maine System (the Owner) and the Architect under B102-2017 and B201-2017.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service 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. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service 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. The provisions of this section shall not be deemed to modify the contract between the University of Maine System (the Owner) and the Architect under B102-2017 and B201-2017.

§ 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.

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§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document may use AIA Document <u>G201-2013 Project Digital Data Protocol Form and E203</u>TM–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 E203TM-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM-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, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

.1 For the purpose of this Contract, the Owner is defined as: University of Maine System, acting through its duly authorized agent.

§ 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.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to 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. 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 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 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 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.

§ 2.2.2 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 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 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 evidence is provided in the Contract Documents.

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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.

§ 2.2.3 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. 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.

§ 2.2.4 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.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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 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. Architect is a person or entity lawfully licensed to practice in the State of Maine. 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. Whenever the prime professional designer for the Work is an Engineer, the term Architect, wherever used in these documents shall have the term Engineer substituted for the term Architect. The Engineer shall be lawfully licensed to practice engineering in the State of Maine or an entity lawfully practicing engineering identified as such in the Agreement.

§ 2.3.3 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 describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall 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 at all times conduct safe performance of the Work, including but not limited to appropriate precautions.

§ 2.3.5 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.

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

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract 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

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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.

§ 2.5 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 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 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.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 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, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 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.

§ 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, 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 Contract Documents.

§ 3.2.3 The Contractor is not 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 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. 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 be liable to the Owner or Architect for damages resulting from errors,

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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.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best industry standard or better 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 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.

§ 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.

§ 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.

§ 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 consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 After the Contract has been executed, the Owner and Architect may consider a formal request for substitution of products in place of those specified. The Owner shall deduct from the next payment made from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of the substitutions. By making requests for substitutions, the Contractor

- Represents that the Contractor has personally investigated the proposed substitute product and determined it is equal or superior in all respects to that specified;
- <u>.2</u> Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- Certifies that the cost data presented is complete and includes all related costs, and waives all claims for .3 additional costs related to the substitution which subsequently become apparent; and,
- Will coordinate the installation of the accepted substitute, making such changes as may be required for .4 the Work to be completed in all respects.

§ 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.

§ 3.4.4 If a wage scale prepared by the State of Maine Department of Labor, Bureau of Labor Standards, is included in the Contract Documents, such wage scale represents the minimum wages that must be paid in each category of labor employed on the project.

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The provisions of Title 26 MRSA Chapter 15 Preference to Maine Workers and Contractors, apply to this project, including but not limited to:

§ 1310. Wage and benefits rates to be kept posted

A clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

§ 1311. Wage and benefit record of contractor

The contractor and each subcontractor in charge of the construction of a public work shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them and all independent contractors working under contract with them in connection with the construction on the public works. The record must also show for all laborers, workers, mechanics and independent contractors the hours worked, the title of the job, the hourly rate or other method of remuneration and the actual wages or other compensation paid to each of the laborers, workers, mechanics and independent contractors. A copy of such a record must be kept at the job site and must be open at all reasonable hours to the inspection of the Bureau of Labor Standards and the public authority that let the contract and its officers and agents. It is not necessary to preserve those records for a period longer than 3 years after the termination of the contract. A copy of each such record must also be filed monthly with the public authority that let the contract. The filed record is a public record pursuant to Title 1, chapter 13, except that the public authority letting a contract shall adopt rules to protect the privacy of personal information contained in the records filed with the public authority under this section, such as Social Security numbers and taxpayer identification numbers. The rules may not prevent the disclosure of information regarding the classification of workers or independent contractors and the remuneration they receive. Such rules are routine technical rules as defined by Title 5, chapter 375, subchapter 2-A.

§ 3.4.5 If a wage scale prepared by the U.S. Department of Labor pursuant to the provision of the Davis-Bacon Act is included in the Contract Documents, such wage scale represents the minimum wages that must be paid in each category of labor on the project. The requirements and responsibilities within the Davis-Bacon Act apply to this project if a Davis-Bacon wage scale is included.

§ 3.4.6 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- .1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, ancestry, age, disability, genetic information, or veterans status. Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- .2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, ancestry, age, disability, genetic information, or veterans status.
- .3 The contractor will send to each labor union or representative of the workers with which there is a collective or bargaining agreement in place, or other contract or understanding, whereby labor is being furnished for the performances of his contract, a notice, as set forth by the Maine Human Rights Commission, found on their website (https://www1.maine.gov/mhrc/guidance/mhra_guarantees.htm), to be provided by the contracting department or agency, advising the said labor union or workers' representative of the contractor's commitment under the provisions of the contract, and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
- .4 The contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
- .5 Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.
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§ 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 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, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 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

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.1 The University of Maine System is exempt from payment of taxes under the Maine Sales and Use Tax Law Title 36 Section 1760 for taxes on materials that are permanently incorporated into the real property belonging to the University of Maine System. The University of Maine System is also exempt from the payment of Federal Excise Taxes on articles not for resale and from the Federal Transportation Tax on all shipments; exemption certificates for these taxes will be furnished when required. All quotations shall be less these taxes. The contractor shall pay all other taxes that have been or are legally enacted.

§ 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.

§ 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.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, 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 days after first observance of the conditions. disturbed. 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 proceed as provided in Article 15.

§ 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. 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

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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.

§ 3.8 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.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all .1 required taxes, 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 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.

§ 3.9 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 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 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 the 14-day period shall constitute notice of no reasonable objection.

§ 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 or delayed.

§ 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 Contractor shall provide an updated Construction Schedule with each Application for Payment .1 reflecting actual construction progress and activities.

§ 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.

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§ 3.11 Documents and Samples at the Site

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, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 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 the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 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 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 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

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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 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, 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.

§ 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 Architect's review of the Contractor's submittals will be limited to examination of an initial submission and two (2) resubmittals. The Architects review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall deduct from the next payment made from the Contract Sum amounts paid to the Architect for evaluation of such additional submittals.

§ 3.13 Use of Site

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.

§ 3.14 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. 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.

§ 3.15 Cleaning Up

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§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. 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.

§ 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 Waste Management. The University is committed to a resource management strategy which reduces to a minimum the production of waste material while reusing, recycling or composting as much as possible of the remaining materials. Contractor will submit a construction waste management plan for the project that identifies opportunities to reduce, reuse, or recycle waste from renovations or new construction.

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§ 3.16 Access to Work

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

§ 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 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, 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.

§ 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.

§ 3.18.2 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 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.

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 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 shall not be unreasonably withheld.

§ 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 <u>final payment is due</u>, and from time to time during the <u>period for correction of Work described in § 12.2</u>, and until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at 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, <u>endeavor</u> to guard the Owner against defects and <u>deficiencies in the Work</u>, and to determine in general if the Work observed 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.

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The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect as determined solely by the Owner, or request of the Contractor. The reimbursement shall be deducted from the next payment made from the Contract Sum following the Owner's payment to the Architect.

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

§ 4.2.4 Communications

The Owner and Contractor shall 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. 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 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 reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, 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 to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 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 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 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 accuracy and completeness of other details such as dimensions 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 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work 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.

§ 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.

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§ 4.2.11 The Architect will interpret and decide matters 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 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, 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.

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

§ 4.2.14 The Architect will review and respond to requests for information about 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.

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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the 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 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.

- .1 The Contractor shall provide Owner a list of all subcontractors and independent contractors on the job site and a record of the entity to whom that subcontractor or independent contractor is directly contracted and by whom that subcontractor or independent contractor is insured for workers' compensation purposes. The list shall be presented at the preconstruction meeting and, when changes occur, at each requisition meeting as necessary.
- .2 Where the use of the Maine Bid Depository is required by the Procurement Requirements, Subcontractors included in the Contractor's Proposal shall be the Subcontractors for the defined Work unless a change has been 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, 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.

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§ 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.

§ 5.3 Subcontractual Relations

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. 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 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.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a 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 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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 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 Upon assignment 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.

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.

§ 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. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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§ 6.1.4 Unless otherwise provided in 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 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage 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.

§ 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 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. Failure of the Contractor to notify the Architect 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. 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.

§ 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 of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 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.

§ 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.

§ 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

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§ 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.

§ 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 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.

§ 7.1.4 The combined overhead and profit included in the total cost to the Owner of a Change in the Work shall be based on a previously agreed upon unit pricing or on the following schedule allowing for appropriate allowances for contract duration:

- .1 For the Contractor, for Work performed by the Contractor's own forces, 20% of the cost.
- For the Contractor, for Work performed by the Contractor's Subcontractors, 10% of the amount due the .2 Subcontractors.
- For each Subcontractor involved, for Work performed by the Subcontractor's own forces, 20% of the <u>.3</u> cost.
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- <u>.4</u> For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractors, 10% of the amount due the Sub-subcontractor.
- .5 Costs to which overhead and profit is to be applied shall be limited to the following:
 - .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 - .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and,
 - .4 Costs of premiums for all bonds, insurance, permit fees, and sales, use or similar taxes related to the Work.

§ 7.1.5 When there is only an extension of Contract Time, any Claim for delay made pursuant to Article 15 is limited to additional costs related to supervision and field office personnel, which may be included in the overhead and profit calculation.

§ 7.1.6 In order to facilitate checking of quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they are to be itemized also. In no case will a change be approved without such itemization.

§ 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; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 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 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 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;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 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 of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
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- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- 4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 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 Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum 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 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 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 Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum 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.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

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§ 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 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 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 the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

§ 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.

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.

§ 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 be equitably adjusted.

§ 9.2 Schedule of Values

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, 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. This schedule, unless objected to by the Architect, 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 may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 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.

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§ 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.

§ 9.3.1.3 The provisions of Title 5 M.R.S.A § 1746, as amended, pertain to this project. The Owner shall retain five percent (5%) of each payment due the Contractor as part of the security for the fulfillment of the Contract Agreement by the Contractor; the Contractor shall not withhold a greater percentage from subcontractors. The Owner may, if deemed expedient by the Owner, cause the Contractor to be paid temporarily or permanently from time to time during the progress of the work, such portion of the amount retained as the Owner deems prudent or desirable.

§ 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 be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 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.

§ 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) 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) 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) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reasons for Withholding certification and Owner of the Architect's reasons for Payment, and notify the Contractor and Owner of the Architect's reasons for Section 9.5.1; or (3) withhold 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, the Work has progressed to the point indicated, 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 foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. 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 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.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect <u>may-shall</u> 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 <u>may-shall</u> also withhold a Certificate for Payment or, because of subsequently discovered evidence, <u>may-shall</u> 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

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defective Work, i.e. Work that does not conform to the requirements of the Contract, shall include, but .1 not be limited to, non-conforming Work, disputed Work, incomplete Work, and unacceptable Work, which is not remedied;

.1 The Architect shall deduct and withhold from any certification for payment an amount equal to one hundred and fifty percent (150%) the value of any defective Work.

- .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.

§ 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.

§ 9.6 Progress Payments

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

§ 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.

§ 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.

§ 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 those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the 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

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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 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.

§ 9.6.9 All Progress Payments and Final Payment are subject to the requirements of the "Maine Prompt Pay Act" Title 10 M.R.S.A. ch. 201-A, as amended. Payments shall be made on a timely basis in accord with the requirements of this Statute; however, the Contractor waives interest on any late payment.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, 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' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. 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 for in the Contract Documents.

§ 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 so that the Owner can occupy or utilize the Work for its intended use.

§ 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.

§ 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 Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, 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.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a 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 Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 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

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§ 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, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use

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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, 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. 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.

§ 9.9.2 Immediately prior to such partial occupancy or use, 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, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's 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 on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance 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.

.1 Except with the consent of the Owner, the Architect will perform no more than three (3) site reviews to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional site reviews.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) 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 that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (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) 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, other data establishing payment or satisfaction of obligations, such as 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.

§ 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 it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

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- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .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 and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 The Contractor and the Contractor's Surety, if any, shall be liable for and shall pay the Owner the sums stipulated as liquidated damages in the Contract Documents for each calendar day of delay after the date established for Substantial Completion in the Contract Documents until the Work is substantially complete.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 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 and other persons who may be affected thereby;
- .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 trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- .4 If this Contract involves renovation, repair, or preparation of surfaces for painting in pre-1978 apartments, houses, or spaces used by child care facilities, Contractor shall use certified workers who follow the lead-safe work practices as required by the US Environmental Protection Agency's Renovation, Repair and Remodeling rule described in 40 CFR § 745.85. Notification of the tenants or users under this rule will be the responsibility of the Owner.

§ 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 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.

§ 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.

§ 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 3.18.

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§ 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 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

If either party 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.

§ 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 the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 tests verifying 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 shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 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 to exclusive of 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. This indemnification obligation shall not apply to any claim for which Owner would not be liable under the Maine Tort Claims Act (14 M.R.S.A. '8101, et seq.) if such claim were made directly against Owner and Owner shall continue to enjoy all rights, claims, immunities and defenses available to it under law.

§ 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 unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 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 to the extent that the cost and expense are due to the Owner's fault or negligence.

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§ 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 or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred, incurred, exclusive of attorneys' fees.

§ 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 of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor 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. 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 Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The 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.

§ 11.1.3 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.

§ 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 insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, 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 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.

§ 11.2 Owner's Insurance

§ 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. The Owner 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.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of 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 to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors 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 the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 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 of any property insurance

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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 coverage arises from an act or omission of the Contractor: (1) 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 the Owner 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 Waivers of Subrogation

§ 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 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.

§ 11.3.2 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 insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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.caused, with the exception of intentional acts or grossly negligent consultants, contractors or sub-contractors.

§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.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14-<u>30</u> days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner 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 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.

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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 request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, 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 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. If such Work is not in accordance with the Contract Documents, the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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.

§ 12.2.2 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, 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 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 and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2. 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.

§ 12.2.3 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.

§ 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.

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§ 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.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole 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.

§ 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 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 as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. 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. 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 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. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 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 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.

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§ 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 due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

TERMINATION OR SUSPENSION OF THE CONTRACT ARTICLE 14

§ 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 consecutive days through no act or fault of the Contractor, 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;
- .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 Certificate for Payment within the time stated in the Contract Documents; or
- 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, 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' 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 termination.

§ 14.1.4 If the Work is stopped for a period of 60 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' 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
 - repeatedly refuses or fails to supply enough properly skilled workers or proper materials; .1
 - .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.

§ 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, 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;

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- .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.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's 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 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 obligation for payment shall survive termination of the Contract.

§ 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 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.

- § 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 by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the <u>Agreement.Agreement; but not including overhead and profit on Work not executed.</u>

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

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§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, 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 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.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action 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 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.

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§ 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 under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 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.

§ 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, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments 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

If the Contractor wishes to make a Claim for an increase in the Contract Sum, 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 notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 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, 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.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, .1 business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to 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.

§ 15.2 Initial Decision

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§ 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 shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand

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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.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more 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.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker 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.

§ 15.2.4 If the Initial Decision Maker 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 request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker 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.

§ 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.

§ 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.

§ 15.2.7 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 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

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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 Arbitration

§ 15.4.1 If the The parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association conducted in the place where the Project is located, unless another place is mutually agreed upon, and 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. this Agreement, except that the parties shall select only one Arbitrator, and there shall be no discovery. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, this Agreement, 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.defended.

§ 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).

§ 15.4.4.2 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.

§ 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.

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SECTION 00 73 00.11

SAMPLE SCHEDULE OF LIQUIDATED DAMAGES

Liquidated damages (a fixed amount set forth in the Contract) agreed to by the Owner and the Contractor are intended to compensate the Owner for unexcused delay in the performance of the Contract. The parties agree that the purpose of the liquidated damages schedule below is to establish, in advance, a reasonable estimate of the damages that would be incurred by the Owner if there is an unexcused delay, or a breach of Contract, which causes the work to be extended beyond the contractual substantial completion date. This agreement of liquidated damages by the parties is made to establish the reasonableness of them to the actual damages an Owner may have incurred due to unexcused delays by the Contractor, even though the actual damages may be an uncertain amount and unprovable.

The specific per diem rates of Liquidated Damages are (____/[enter amt if can reasonably determine-provide method of determination; otherwise] set forth below). By executing the Contract, the Contractor acknowledges that such an amount is not a penalty and that the daily amount set forth in the Contract is a reasonable per diem forecast of damages incurred by the Owner due to the Contractor's failure to complete the Work within the Contract Time.

| Original Contract Amount | | Per Diem Amount |
|--------------------------|---------------|-----------------------|
| From | То | of Liquidated Damages |
| More Than | and Including | |
| 0 | \$100,000 | \$500 |
| \$100,000 | \$300,000 | \$675 |
| \$300,000 | \$500,000 | \$750 |
| \$500,000 | \$1,000,000 | \$825 |
| \$1,000,000 | \$2,000,000 | \$1,000 |
| \$2,000,000 | \$4,000,000 | \$1,250 |
| \$4,000,000 | and more | \$1,500 |

END OF SECTION 00 73 00.11

SECTION 00 73 00.21 UNIVERSITY OF MAINE SYSTEM SUPPLEMENTARY CONDITIONS FOR FEDERALLY FUNDED CONTRACTS

§ 1. EQUAL EMPLOYMENT OPPORTUNITY

§ 1.1 Equal Opportunity.

(a) *Definition*. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

§ 2. LABOR STANDARDS

§ 2.1 Davis-Bacon Act (29 CFR 5)

(a) This section applies to any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building.

- (1) Minimum wages.
 - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act (all referenced sections, unless stated otherwise, are to 29 CFR part 5 et seq.) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each

classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Owner may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

- Payrolls and basic records relating thereto shall be maintained by the Contractor during the (i) course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)
- (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the appropriate Federal Agency if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Department of Education. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Education if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Department of

Education, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Education or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and trainees
 - (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any

worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Department of Education may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
 - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) Contract Work Hours and Safety Standards Act This section applies to any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.
 - (1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be

necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

§ 3. OTHER FEDERAL REQUIREMENTS

§ 3.1 Clean Air Act and Federal Water Pollution Control Act

These Acts apply to contracts exceeding \$150,000.00.

- 1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Department of Education, and the appropriate Environmental Protection Agency Regional Office.
- 3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided under HEERF.

§ 3.2 Debarment and Suspension

- (a) A contract award that is a "covered transaction" under 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000 must not be made to parties listed as excluded in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by Agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The prime Contractor is required to check SAM Exclusions at <u>www.sam.gov</u> to make sure no subcontractors it is hiring are debarred or suspended.
 - (1) This contract is a covered transaction. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. Section 180.995) or its affiliates (defined at 2 C.F.R. Section 180.905) are excluded (defined at 2 C.F.R. Section 180.940) or disqualified (defined at 2 C.F.R. Section 180.935).
 - (2) The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (3) This certification is a material representation of fact relied upon by Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (4) The bidder or proposer agrees to comply with the requirements of 2. C.F.R. pt. 180, subpart C and 2 C.F.R. part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
 - No agency shall allow a party to participate in any procurement or nonprocurement activity if any agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in a procurement or nonprocurement activity.

§ 3.3 31 U.S.C. 1352 - Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

(a) *Prohibition* 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of congress, or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the award of this Contractor the extension, continuation, renewal, amendment, or modification of this contract.

(b) *Certification*. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. The Contractor, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(c) *Disclosure*. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Contractor need not report regularly employed officers or employees of the Contractor to whom payments of reasonable compensation were made.

(d) Subcontracts.

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs
 (b) and (c), Certification and Disclosure Regarding Payments to Influence Certain Federal
 Transactions, from each person requesting or receiving a subcontract exceeding \$100,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the Prime Contractor. The Prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Owner within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (d), in any subcontract exceeding \$100,000.

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

§ 3.4 2 CFR 200.216 - Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

(a) The Contractor and any subcontractors are prohibited from obligating or expending loan or grant funds received through the Owner as payment, to:

(1) Procure or obtain;

- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

§ 3.5 2 CFR 200.322 - Domestic Preferences for Procurements

(a) As appropriate and to the extent consistent with law, the Owner provides a preference for, and the Contractor should, to the greatest extent practicable, also provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 3.6 2 CFR 200.323 - Procurement of Recovered Materials

Any Contractor or subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part</u> <u>247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

END OF SECTION 00 73 00.21

CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying." This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

| NAME OF APPLICANT | PR/AWARD NUMBER AND / OR PROJECT NAME |
|-----------------------------------|---------------------------------------|
| | |
| PRINTED NAME AND TITLE OF AUTHORI | ZED REPRESENTATIVE |
| SIGNATURE | DATE |
| ED 80-0013 | 06/04 |

END OF SECTION 00 73 12.22

00 73 16 SAMPLE

AIA[®] Document A101[°] – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the N/A day of in the year Sample (In words, indicate day, month and year.)

for the following **PROJECT**: (*Name and location or address*)

THE OWNER: (Name, legal status and address)

University of Maine System by and through University of Maine at Augusta 46 University Drive Augusta, ME 04330

THE CONTRACTOR: (Name, legal status and address)

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201TM–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

§ A.2.3.1 For this project, Property Insurance coverage, up to the total amount of the Project, will be provided by the University by either adding the Project to the University's existing master property insurance or purchasing a stand-alone builder's risk policy. Coverage shall be included for the Contractor and all Subcontractors, as their interests may appear, while involved in the Project and until the work is completed or the contractor is otherwise advised in writing. This insurance is limited to the "all risk" type coverage provided under the University's master property insurance for direct physical loss or damage to the building or building materials related to the project, subject to standard policy limitations and exclusions. The contractor is responsible for a \$10,000 per claim deductible. Any other insurance desired by the Contractor beyond that covered by the University's insurance, or to cover the \$10,000 deductible, is the responsibility of the Contractor. This contract stands as verification of the University's property insurance coverage on the project and no further verification will be provided.

Causes of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: *(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of

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A101 Ex. A - Insurance & Bonds

coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [] § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- [] § A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- [] § A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- [] § A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- [] § A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- [] § A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- [] § A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects,

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engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below. (Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[] § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

[] § A.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

| Coverage | Limits |
|----------|--------|
| | |

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS § A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.1.1 Certificates of Insurance filed with the University of Maine System shall indicate the Certificate Holder as:

University of Maine System Office of Risk Management Robinson Hall 46 University Drive Augusta, ME 04330

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or selfinsured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage 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 negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04. <u>All required insurance shall be provided by companies that have a current A.M. Best insurance rating of A- or better and that are licensed or approved to do business in the State of Maine.</u>

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§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million dollars (\$ 2,000,000) each occurrence, two million dollars (\$ 2,000,000) general aggregate, and two million dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than <u>one million dollars (\$ 1,000,000</u>) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than <u>five hundred thousand dollars (\$ 500,000</u>) each accident, <u>five hundred thousand dollars (\$ 500,000</u>) each employee, and <u>five hundred thousand dollars (\$ 500,000</u>) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks. Policy limits for such coverage shall not be less than five hundred thousand dollars (\$500,000) each accident, five hundred thousand dollars (\$500,000) each accident, five hundred thousand dollars (\$500,000) policy limit. Contractor is required to provide proof of such coverage, if applicable to the Work, by submitting a copy of the endorsement or by submitting the USLH form WC 00 01 06 A (current edition).

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than <u>one million dollars (\$ 1,000,000</u>) per claim and <u>two million dollars (\$ 2,000,000</u>) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than <u>one million dollars (\$ 1,000,000</u>) per claim and <u>two million dollars (\$ 2,000,000</u>) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than <u>one million dollars (§ 1,000,000</u>) per claim and <u>one million dollars (§ 1,000,000</u>) in the aggregate. <u>Authorization from Administration of the University of Maine System must be obtained thirty (30) days</u> prior to the utilization of the equipment.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

<u>N/A</u>

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§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[] § A.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. insurance. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any

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deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- [] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- [] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than <u>one million</u> dollars (\$ 1,000,000) per claim and <u>two million dollars (\$ 2,000,000</u>) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[] § A.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows: and the Contractor shall furnish a Performance Bond and a Payment Bond covering the faithful performance of the Contract and payment of obligations arising thereof. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100% of the Contract Sum. Should the Contract Sum change during the contract and warranty periods, the amount of the Bonds will be changed to reflect the Contract Sum.

.1 The Contractor shall deliver the required bonds to the Owner at the same time as the signed Contract Agreement is delivered to the Owner. Prior to the commencement of the Work, the Contractor shall submit satisfactory evidence that such bonds will be furnished.

(Specify type and penal sum of bonds.)

.2 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.

Penal Sum (\$0.00)

Type

Init.

1

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312TM, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312TM, current as of the date of this Agreement.<u>3</u> <u>The Contract Bonds shall continue in effect for one year after final acceptance of each contract to</u> protect the Owner's interest in connection with the one year guarantee of workmanship and materials and to assure settlement of claims, for the payment of all bills for labor, materials, and equipment by the Contractor.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

<u>N/A</u>

1

SECTION 00 73 36 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Timetables | Goals for minority participation for each trade | Goals for female participation for each trade |
|------------|---|---|
| | 0.5 % | 6.9% |

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract compliance programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontract; estimated dollar amount of the sub contract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in the Notice, and in the contract resulting from this solicitation, the "covered area" is:

| State of | |
|----------|--|
| State of | |

County of _____

| City of | |
|---------|--|
| | |

00 73 46.10 Wage Determination Schedule - Davis-Bacon

"General Decision Number: ME20220009 04/01/2022

Superseded General Decision Number: ME20210009

State: Maine

Construction Type: Building

County: Kennebec County in Maine.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories). Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022. |
|--|--|
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/07/2022 |
| 1 | 02/25/2022 |
| 2 | 04/01/2022 |
| 1 2 | |

UMA - Handley Hall HVAC Improvements

BRMA0003-013 05/01/2020

| | Rates | Fringes |
|--|-----------|---------|
| BRICKLAYER | | 28.02 |
| * IRON0007-034 03/16/2022 | | |
| | Rates | Fringes |
| IRONWORKER (ORNAMENTAL AND REINFORCING) | | 24.04 |
| LAB00327-003 12/01/2020 | | |
| | Rates | Fringes |
| LABORER: Common or General (Industrial Work Only) | | |
| * SUME2014-018 01/31/2017 | | |
| | Rates | Fringes |
| CARPENTER, Includes Drywall Hanging, and Metal Stud Installation | .\$ 19.42 | 11.52 |
| CEMENT MASON/CONCRETE FINISHER | | 3.82 |
| DRYWALL FINISHER/TAPER | .\$ 16.84 | 2.87 |
| ELECTRICIAN | .\$ 25.13 | 9.57 |
| ELEVATOR MECHANIC | .\$ 48.22 | 24.95 |
| IRONWORKER, STRUCTURAL | .\$ 18.84 | 1.81 |
| LABORER: Common or General | .\$ 15.49 | 7.07 |
| LABORER: Mason Tender - Brick | .\$ 18.33 | 2.01 |
| OPERATOR: Backhoe/Excavator/Trackhoe | .\$ 20.42 | 3.12 |
| OPERATOR: Crane | .\$ 23.98 | 7.46 |
| PAINTER (Brush and Roller) | .\$ 15.86 | 2.66 |
| PLUMBER, Includes HVAC Pipe Installation | .\$ 20.08 | 3.70 |
| SHEET METAL WORKER, Includes HVAC Duct Installation | .\$ 16.97 | 1.92 |
| TRUCK DRIVER: Dump Truck | | 2.53 |
| WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental. | | |
| ** Workers in this classificatio | | |

UMA - Handley Hall HVAC Improvements

00 73 46.10 - 2

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minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

https://www.dol.gov/agencies/whd/government-contracts.

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

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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 National Office because National Office has 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 DECISIO"

END OF SECTION 00 73 46.10

SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

A. The project consists of removal of the existing air handlers and condensing units on the first floor, air handling units above the restrooms of the second, third, and fourth floors and their associated condensing units on the roof, an existing rooftop unit, and an existing exhaust fan and intake hood located on the roof, and all associated refrigeration piping, controls, supply/return ductwork, reheat coils. Demolition work will also consist of removing all abandoned steam pipes, coils, and accessories, as well as all other abandoned mechanical equipment above the existing restrooms on the second, third, and fourth floors. On the lower level, demolition shall include the relocation of two existing radiant heating panels and all associated piping and accessories. This project will also involve the installation of a new Dedicated Outdoor Air System (DOAS) unit and VRF heat pump systems to serve the first floor through the fifth floor. The work shall include all architectural and electrical work required to facilitate the work. The main electrical room will also be renovated to provide the required fire ratings and clearances. Fire rated doors shall be provided to mechanical and storage spaces requiring such doors. Alternate #1 shall consist of providing two energy recovery units (ERU) and two heat pump split systems to the lower level workshops. This alternate shall include all required refrigerant piping, ductwork (and accessories), and controls.

PART 2 to 3 – Not Used

END OF SECTION 01 11 00

PART 1 GENERAL

1.01 PROJECT CONDITIONS

- A. Tobacco Free Campus Policy: On January 1, 2011 the University System adopted a tobacco free campus policy. As of January 1, 2012 compliance with the tobacco free campus policy became mandatory. This paragraph serves as notification to Contractor of the policy and provides the parameters of compliance enforcement. Contractor shall be responsible for notifying its workers and subcontractors regarding the policy and for enforcement of the policy with same. Noncompliance will be managed as follows:
 - 1. First offense notify Contractor to remind employee and/or subcontractor of policy.
 - 2. Second offense contractor/subcontractor employee removed from campus for the remainder of the Work.

Additional information regarding the tobacco free campus policy is located at: http://umaine.edu/tobaccofree/

- B. Sexual Harassment will not be tolerated on the campuses of the University of Maine System.
- C. Weapons and Ammunition are not permitted on the campuses of the University of Maine System.
- D. Contractor will be required to provide a site-specific Safety Plan for the project.
- E. Contractor will be required to: provide a site specific plan for COVID-19 Safety Measures; required to have all employees and/or subcontractors wear masks while inside any building on Campus; required to follow CDC Guidelines for the project.
- F. Contractor parking will be limited to authorized areas defined by the University of Maine System Representative.

PART 2 to 3 – Not Used

END OF SECTION 01 14 00

SECTION 01 29 00 PAYMENT PROCEDURES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. The forms for application for payment, duly notarized, shall be the current authorized edition of the AIA Document G702, Application for Payment, supported by a current authorized edition of AIA G703, Continuation Sheet. Samples of these, and other required AIA documents, are provided in the Contract Documents under Division 00 for informational purposes only.

1.03 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.

1.04 SCHEDULE OF VALUES

- A. Construction Schedule.
 - 1. Correlate 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. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect prior to the pre-construction meeting.
- B. Format and Content: Use the specification 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.
 - b. Name of Architect.
 - c. Contractor's name and address.
 - d. Date of submittal.
 - 2. Submit draft of AIA G702 Application for Payment form and AIA G703 Continuation Sheet (Schedule of Values) form.
 - 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).
 - g. Dollar value.
 - 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Specification table of contents. Provide several line items for principal subcontract amounts, where appropriate.

- a. For each line item, provide a sublist breakdown as follows:
 - 1) Material.
 - 2) Labor.
- 5. Documentation: Submit proper documentation for the amounts being requisitioned from subcontractors and material suppliers with each Application for Payment. Three (3) copies of an Application for Payment or a Payment Requisition are required for all subcontracted work. Three (3) copies of the invoice is required for each major supplier.
- 6. Stored Materials: If Contractor is requesting payment for stored materials as part of the Application for Payment, Contractor must complete Column F in the G703 Continuation Sheet (Schedule of Values) to record the stored materials amounts against line items that pertain to those stored materials. Stored materials are materials or equipment purchased or fabricated and stored, but not yet installed or incorporated into the Work.
 - a. Complete and provide three (3) copies of 00 62 79 Stored Materials form with all required documentation. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
 - b. Only major long lead delivery items may be considered for off-site storage (example: long lead custom mechanical unit). Standard order and production materials and products shall be delivered to the site before including in Application for Payment of such items.
- 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. 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-inplace shall be shown as separate line items in the Schedule of Values.
- 9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when approved Change Orders or Construction Change Directives result in a change in the Contract Sum.
- 10. Retainage: The required five percent (5%) retainage held per Application for Payment submission shall be accounted for on the G703 on a per line item basis. Each line item with a value in Column G "Total Completed and Stored To Date" shall have a corresponding five percent retainage value entered in Column I.
 - a. Final Release of Retainage: The final release of retainage shall be entered as a separate line item on the G703 as "Final Release of Retainage" with the full amount of the five percent retainage entered as a negative number in Column I. The final release of retainage request is submitted as a separate application.

1.05 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: G702 Application for Payment shall be submitted to Architect and Owner not less than seven (7) days before monthly progress meeting. The period covered by each Application for Payment is one (1) month, ending on the last day of the month.
- C. Payment Application Forms: The Contractor is required under the Contract Documents to use official original AIA documents. Samples of the required documents are provided in Division 00 of the Specifications.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.

- 2. Include amounts of approved Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal:
 - 1. Submit three (3) signed and notarized originals of:
 - a. AIA G702 Application & Certificate for Payment.
 - b. AIA G703 Continuation Sheet.
 - c. AIA G706 Contractor's Affidavit of Payment of Debts & Claims.
 - d. AIA G706A Contractor's Affidavit of Release of Liens.
 - e. 00 65 19.17 Waiver of Lien.
 - 2. Transmit each Application for Payment with a transmittal form listing attachments and recording appropriate information about submission.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit three (3) copies of waivers of mechanic's lien from subcontractors, sub-subcontractors, major suppliers, and every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final 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 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 00 65 19.17 Waiver of Lien forms, executed in a manner acceptable to Owner.
- G. Certified Payrolls: Wages paid to all workers performing work on the Project shall be in accordance with the Section 00 73 64 Wage Determination Schedule for the Project. Contractor shall submit one (1) copy of each weekly certified payroll for Contractor and all subcontractors, sub-subcontractors, etc. performing work on the Project during the time covered by the Application for Payment The certified payroll shall be completed in accordance with Section 3.4.4 of the A201 General Conditions and contain the following information:
 - 1. Contractor name.
 - 2. Contractor address.
 - 3. Period number.
 - 4. Week ending date.
 - 5. Employee(s)'s name.
 - 6. Employee(s)'s job title.
 - 7. Employee hourly wage:
 - a. Straight time rate.
 - b. Overtime rate.
 - 8. Hours worked per day (broken down by straight time and overtime hours).
 - 9. Hours worked per week (broken down by straight time and overtime hours).
 - 10. Total earned for the week:
 - a. Straight time.
 - b. Overtime.
 - 11. Benefits that form a part of the wage rate.
 - 12. The signature and name of the authorized payroll person.
- H. Initial Application for Payment: Administrative actions and submittals that must precede submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of Values.

- 3. Contractor's Construction Schedule.
- 4. Submittals Schedule.
- 5. List of Contractor's staff assignments.
- 6. List of Contractor's principal consultants.
- 7. Copies of building permits and other required permits.
- 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
- 9. Initial progress report.
- 10. Report of preconstruction conference.
- 11. Insurance verification through submission of insurance certificates, for all Subcontractors.
- I. Progress Applications for Payment: Administrative actions and submittals that must precede or coincide with submittal of progress Applications for Payment include the following:
 - 1. Contractor's Construction Schedule update.
 - 2. Submittals for Work being requisitioned that are complete and approved.
 - 3. Submission of list of completed tests, checklists, commissioning, reports, and similar requirements for the work that are submitted and in compliance with the Contract Documents.
 - 4. Distribution of minutes of previous month's progress meeting.
 - 5. Current record drawings.
- J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion, less retainage, for portion of the Work claimed as substantially complete. Application must:
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. Reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: 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 fees and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. AIA G707 Consent of Surety to Final Payment, three (3) originals.
 - 5. Evidence that claims have been settled.
 - 6. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 - 7. Final, liquidated damages settlement statement, if a liquidated damages claim has been processed.
 - 8. As-built drawings.
 - 9. Operation and maintenance manuals.
 - 10. Final lien waivers.
 - 11. All training and equipment testing is complete.

PART 2 to 3 – Not Used

END OF SECTION 01 29 00

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Proposed products list.
- C. Shop drawings and product data.
- D. Manufacturers' instructions.
- E. Manufacturers' certificates.

1.02 SUBMITTAL PROCEDURES

- A. Identify Project, Contractor, Subcontractor or Supplier, pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate.
- B. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- C. Schedule submittals to expedite the Project, and deliver to Architect/Engineer at business address. Coordinate submission of related items.
- D. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- E. Revise and resubmit submittals when changes occur; identify all changes made since previous submittal.
- F. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.03 PROPOSED PRODUCTS LIST

A. Submit complete list of major products proposed for use, with name of manufacturer and trade name of each product.

1.04 SHOP DRAWINGS AND PRODUCT DATA

A. Submit electronic PDFs of all submittals organized with cover sheet and contractor's review of submittal which will be reviewed by Architect/Engineer.

1.05 MANUFACTURERS' INSTRUCTIONS

- A. Submit manufacturers' printed instructions for delivery, storage, assembly, installation, and finishing. Submit in electronic format (PDF).
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.06 MANUFACTURERS' CERTIFICATES

- A. When specified in individual Specification Sections, submit manufacturers' certificates to Architect/Engineer for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.07 SCHEDULE

A. Within ten (10) days after signing the Contract, the Contractor shall submit a schedule in either bar chart or CPM format, sufficiently detailed so that actual progress may be easily compared with scheduled progress.

PART 2 to 3 – Not Used

END OF SECTION 01 33 00

SECTION 01 77 00 CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. Administrative provisions for Substantial Completion and for final acceptance.

1.02 SUBSTANTIAL COMPLETION

- A. When Contractor considers work, or designated portion of work, is substantially complete, submit written notice with list of items to be completed or corrected.
- B. Should Owner inspection find work is not substantially complete, Owner will promptly notify Contractor in writing, listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a second written notice of substantial completion.
- D. When Owner finds work is substantially complete, Owner will prepare a Certificate of Substantial Completion in accordance with provisions of the General Conditions.

1.03 FINAL COMPLETION

- A. When Contractor considers work is complete, submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected.
 - 4. Equipment and systems have been tested, adjusted and balanced and are fully operational.
 - 5. Operation of systems has been demonstrated to Owner's personnel.
 - 6. Work is complete and ready for final inspection.
- B. Should Owner inspection find work incomplete, Owner will promptly notify Contractor in writing, listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a second certification of final completion.
- D. When Owner finds work is complete, Owner will consider closeout submittals.

1.04 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.
- B. Warranties and bonds. Submit originals and in PDF format.
- C. Spare parts and maintenance Materials.
- D. Evidence of payment and Releases of Lien.

1.05 APPLICATION FOR FINAL PAYMENT

A. Submit application for final payment in accordance with provisions of Conditions of the Contract.

1.06 GUARANTEE

- A. Neither the final requisition for payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the building by the Owner shall constitute an acceptance of work done in accordance with the Contract Documents or relieve the Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within one year from the date of final acceptance unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.
- B. Although subcontractors shall, throughout these Specifications, be required to provide guarantees for their respective work, the Contractor, in the last analysis, shall be responsible for all work and the guarantee thereof. In the case of disputes between subcontractors as to fault of problems, it is up to the Contractor to resolve these disputes or accept the cost of repair or replacement himself.

PART 2 to 3 – Not Used

END OF SECTION 01 77 00

SECTION 02 41 19

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.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
 - 2. Section 01 73 00 "Execution" for cutting and patching procedures.
 - 3. Section 01 35 16 "Alteration Project Procedures" for general protection and work procedures for alteration projects.

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 store.
- 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.

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. Comply with Section 01 32 33 "Photographic Documentation." Submit before Work begins.
- 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.

1.8 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.9 FIELD CONDITIONS

- A. Owner will occupy the entire 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.
 - 1. Before selective demolition, Owner will remove the following items:
 - a. Office Supplies, Files, Personal Items
 - b. Computers/work stations
 - c. Desks /Chairs
 - d. Existing woodworking equipment shall remain in place at the Basement Level, for protection in place by the contractor.
 - e. Existing printing equipment at the first floor shall be protected in place by the contractor.
- C. Notify Architect 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 Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- **E.** Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
- 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. Any required shutdowns for revisions and alterations shall be strictly coordinated with UMA.

1.10 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. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
 - 1. Comply with requirements specified in Section 01 32 33 "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.

3.2 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. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. 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. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - c. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - d. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.

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 specified in Section 01 50 00 "Temporary Facilities and Controls."
- B. 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 the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 5. Maintain fire watch during and for at least two (2) hours after flame-cutting operations.
 - 6. Maintain adequate ventilation when using cutting torches.
 - 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 9. 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. 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.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage

location during selective demolition, cleaned, and reinstalled in their original locations after selective demolition operations are complete.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using powerdriven saw, and then remove masonry between saw cuts.
- B. 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.
- C. 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.

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.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.8 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.9 SELECTIVE DEMOLITION SCHEDULE

- A. Remove: As indicated in the drawings and specifications.
- B. Remove and Salvage: As indicated in the drawings and specifications.
- C. Existing to Remain: as indicated in the drawings and specifications.

END OF SECTION 02 41 19

SECTION 06 10 53

MISCELLANEOUS ROUGH CARPENTRY

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. Framing with dimension lumber.
- 2. Rooftop equipment bases and support curbs.
- 3. Wood blocking, cants, and nailers.
- 4. Wood furring and grounds.
- 5. Wood sleepers.
- 6. Plywood backing panels.

1.3 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal or greater size but less than 5 inches nominal size in least dimension.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

1.5 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
 - 1. Preservative-treated wood.
 - 2. Post-installed anchors.
 - 3. Metal framing anchors.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
- B. Maximum Moisture Content of Lumber: 15 percent.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, materials shall comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
 - 1. Treatment shall not promote corrosion of metal fasteners.

- 2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
- 3. Design Value Adjustment Factors: Treated lumber shall be tested according to ASTM D 5664, and design value adjustment factors shall be calculated according to ASTM D 6841.
- C. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
- D. Application: Treat the following:
 - 1. Plywood backing panels.

2.4 DIMENSION LUMBER FRAMING

- A. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade of any of the following species:
 - 1. Hem-fir (north); NLGA.
 - 2. Mixed southern pine or southern pine; SPIB.
 - 3. Spruce-pine-fir; NLGA.
 - 4. Hem-fir; WCLIB or WWPA.
 - 5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
 - 6. Northern species; NLGA.
 - 7. Eastern softwoods; NeLMA.
 - 8. Western woods; WCLIB or WWPA.

2.5 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Rooftop equipment bases and support curbs.
 - 4. Cants.
 - 5. Furring.
 - 6. Grounds.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.
- C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- E. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.6 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: Plywood, DOC PS 1, Exterior, A-C fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

2.7 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Screws for Fastening to Metal Framing: ASTM C 1002, length as recommended by screw manufacturer for material being fastened.
- D. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- E. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 or ICC-ES AC308 as appropriate for the substrate.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

2.8 METAL FRAMING ANCHORS

- A. <u>Manufacturers:</u> Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. <u>Cleveland Steel Specialty Co.</u>
 - 2. <u>KC Metals Products, Inc</u>.
 - 3. <u>Phoenix Metal Products, Inc</u>.
 - 4. <u>Simpson Strong-Tie Co., Inc</u>.
 - 5. <u>USP Structural Connectors</u>.
- B. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation.
 - 1. Use for interior locations unless otherwise indicated.
- C. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; Structural Steel (SS), high-strength lowalloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036 inch thick.
 - 1. Use for wood-preservative-treated lumber and where indicated.

- D. Stainless-Steel Sheet: ASTM A 666, Type 304.
 - 1. Use for exterior locations and where indicated.

2.9 MISCELLANEOUS MATERIALS

A. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant-treated plywood backing panels with classification marking of testing agency exposed to view.
- D. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- E. Do not splice structural members between supports unless otherwise indicated.
- F. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- G. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- H. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.
- I. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 - 2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
 - 3. ICC-ES evaluation report for fastener.
- J. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight

connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD BLOCKING AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 WOOD FURRING INSTALLATION

- A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.
- B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-3-inch nominal- size furring horizontally at 24 inches o.c.

3.4 **PROTECTION**

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 06 10 53

SECTION 07 53 23

ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

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. Adhered ethylene-propylene-diene-terpolymer (EPDM) roofing system.
 - 2. Substrate board.
 - 3. Roof insulation.
 - 4. Cover board.

B. Related Requirements:

- 1. Section 06 10 53 "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking.
- 2. Section 07 62 00 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
- 3. Section 07 92 00 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

1.3 DEFINITIONS

A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Roofing Conference: Conduct conference at Project site.
 - 1. Meet with Owner, Architect, Construction Manager, Owner's insurer if applicable, roofing Installer, roofing system manufacturer's representative, deck Installer, air barrier Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 - 3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Examine deck substrate conditions and finishes, including flatness and fastening.
 - 5. Review structural loading limitations of roof deck during and after roofing.
 - 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
 - 7. Review governing regulations and requirements for insurance and certificates if applicable.

- 8. Review temporary protection requirements for roofing system during and after installation.
- 9. Review roof observation and repair procedures after roofing installation.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. For insulation and roof system component fasteners, include copy of FM Approvals.
- B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:
 - 1. Layout and thickness if insulation.
 - 2. Base flashings and membrane terminations.
 - 3. Flashing details at penetrations.
 - 4. Tapered insulation, thickness, and slopes.
 - 5. Roof plan showing orientation of steel roof deck and orientation of roof membrane and fastening spacings and patterns for mechanically fastened roofing system.
 - 6. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
- C. Samples for Verification: For the following products:
 - 1. Roof membrane and flashings of color required.
- D. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.
- B. Manufacturer Certificates:
 - 1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - a. Submit evidence of complying with performance requirements.
 - 2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.
- C. Product Test Reports: For components of roof membrane and insulation, for tests performed by a qualified testing agency, indicating compliance with specified requirements.
- D. Evaluation Reports: For components of roofing system, from ICC-ES.
 - 1. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.
- E. Sample Warranties: For manufacturer's special warranties.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.
- B. Certified statement from existing roof membrane manufacturer stating that existing roof warranty has not been affected by Work performed under this Section.

1.8 QUALITY ASSURANCE

A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.10 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
 - 1. Special warranty includes roof membrane, base flashings, roof insulation, fasteners, cover boards, substrate board, and other components of roofing system.
 - 2. Warranty Period: 20 years from Date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, roof insulation, fasteners, cover boards, and substrate boards for the following warranty period:

1. Warranty Period: Two years from Date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing system and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and flashings shall remain watertight.
 - 1. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
 - 2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D 3746, ASTM D 4272, or the Resistance to Foot Traffic Test in FM Approvals 4470.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.
- C. Wind Uplift Resistance: Design roofing system to resist the following wind uplift pressures when tested according to UL 580, or UL 1897:
 - 1. Zone 1 (Roof Area Field): -19.8 lbf/sq. ft.
 - 2. Zone 2 (Roof Area Perimeter): -33.3 lbf/sq. ft.
 - a. Location: From roof edge to 3-ft inside roof edge.
 - 3. Zone 3 (Roof Area Corners): -50.1 lbf/sq. ft.
 - a. Location: 3-ft in each direction from building corner.
- D. Energy Performance: Roofing system shall have an initial solar reflectance of not less than 0.70 and an emissivity of not less than when tested according to CRRC-1.

2.2 ETHYLENE-PROPYLENE-DIENE-TERPOLYMER (EPDM) ROOFING

- A. EPDM Sheet: ASTM D 4637/D 4637M, Type I, non-reinforced EPDM sheet.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - a. <u>Carlisle SynTec Incorporated</u>.
 - b. <u>Firestone Building Products</u>.
 - c. <u>GenFlex Roofing Systems</u>.
 - 2. Thickness: 60 mils, nominal.
 - 3. Exposed Face Color: Black.
 - 4. Source Limitations: Obtain components for roofing system from roof membrane manufacturer or manufacturers approved by roof membrane manufacturer.

2.3 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
 - 1. Adhesive and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: 60-mil- thick EPDM, partially cured or cured, according to application.
- C. Protection Sheet: Epichlorohydrin or neoprene nonreinforced flexible sheet, 55 to 60 mils thick, recommended by EPDM manufacturer for resistance to hydrocarbons, non-aromatic solvents, grease, and oil.
- D. Slip Sheet: Manufacturer's standard, of thickness required for application.
- E. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- F. Bonding Adhesive: Manufacturer's standard.
- G. Seaming Material: Single-component, butyl splicing adhesive and splice cleaner or Manufacturer's standard, synthetic-rubber polymer primer and 3-inch- wide minimum, butyl splice tape with release film.
- H. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.
- I. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- J. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8-inch-thick; with anchors.
- K. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to roofing system manufacturer.
- L. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

2.4 SUBSTRATE BOARDS

- A. Substrate Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum board or ASTM C 1278/C 1278M, fiber-reinforced gypsum board.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following: Basis of Design: Densglas
 - a. <u>CertainTeed Corporation</u>.
 - b. <u>Georgia-Pacific Building Products</u>.
 - c. <u>National Gypsum Company</u>.
 - d. <u>United States Gypsum Company</u>.
 - 2. Thickness: 1/2 inch.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening substrate panel to roof deck.

2.5 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by EPDM roof membrane manufacturer.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 2, felt or glass-fiber mat facer on both major surfaces.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - a. <u>Carlisle SynTec Incorporated</u>.
 - b. <u>Firestone Building Products</u>.
 - c. <u>GAF</u>.
 - d. Insulfoam-a division of Carlisle Construction Materials Inc.
 - e. Johns Manville; a Berkshire Hathaway company.
 - f. <u>Rmax, Inc</u>.
 - 2. Compressive Strength: 20 psi.
 - 3. Size: 48 by 96 inches.
 - 4. Thickness: Multiple layers (1-1/2" minimum) as required to match existing insulation thickness.

2.6 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with other roofing system components.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.
- C. Cover Board: DOC PS 2, Exposure 1, oriented strand board, 7/16 inch thick.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
 - 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
 - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

3.3 ROOFING INSTALLATION, GENERAL

A. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.4 SUBSTRATE BOARD INSTALLATION

- A. Install substrate board with long joints in continuous straight lines, with end joints staggered not less than 24 inches in adjacent rows.
 - 1. Tightly butt substrate boards together.
 - 2. Cut substrate board to fit tight around penetrations and projections, and to fit tight to intersecting sloping roof decks.

3.5 INSULATION INSTALLATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at end of workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Installation Over **Wood** Decking:
 - 1. Install base layer of insulation with joints staggered not less than 24 inches in adjacent rows.
 - a. Where installing composite and noncomposite insulation in two or more layers, install noncomposite board insulation for bottom layer and intermediate layers, if applicable, and install composite board insulation for top layer.
 - b. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - c. Make joints between adjacent insulation boards not more than 1/4 inch (6 mm) in width.
 - d. Fill gaps exceeding 1/4 inch with insulation.
 - e. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
 - f. Loosely lay base layer of insulation units over substrate.
 - g. Mechanically attach base layer of insulation **and substrate board** using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to **wood** decks.
 - 1) Fasten insulation according to requirements in FM Approvals' RoofNav for specified Windstorm Resistance Classification.

3.6 INSTALLATION OF COVER BOARDS

- A. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction.
 - 1. Trim cover board neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - 2. At internal roof drains, conform to slope of drain sump.
 - a. Trim cover board so that water flow is unrestricted.
 - 3. Cut and fit cover board tight to nailers, projections, and penetrations.
 - 4. Adhere cover board to substrate using adhesive according to FM Approvals' RoofNav assembly requirements and FM Global Property Loss Prevention Data Sheet 1-29 for specified Windstorm Resistance Classification, as follows:
 - a. Set cover board in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.
- B. Install slip sheet over cover board and immediately beneath roofing.

3.7 ADHERED ROOFING INSTALLATION

- A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll membrane roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- D. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer, and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.
- F. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeters.
- G. Apply roof membrane with side laps shingled with slope of roof deck where possible.
- H. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement.
 - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
 - 2. Apply lap sealant and seal exposed edges of roofing terminations.
 - 3. Apply a continuous bead of in-seam sealant before closing splice if required by roofing system manufacturer.
- I. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape.
 - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
 - 2. Apply lap sealant and seal exposed edges of roofing terminations.

- 3. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
- 4. Apply lap sealant and seal exposed edges of roofing terminations.
- J. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
- K. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

3.8 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.9 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing system, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.10 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS _______ of ______, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
 - 1. Owner: <Insert name of Owner>.
 - 2. Address: <Insert address>.
 - 3. Building Name/Type: <Insert information>.
 - 4. Address: <Insert address>.
 - 5. Area of Work: <Insert information>.
 - 6. Acceptance Date:
 - 7. Warranty Period: <- Insert time>.
 - 8. Expiration Date: _____

- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
 - 1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding <Insert mph (m/s)>;
 - c. fire;
 - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. vapor condensation on bottom of roofing; and
 - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
 - 2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 - 3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
 - 4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
 - 5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
 - 6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
 - 7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

IN WITNESS THEREOF, this instrument has been duly executed this _____ day of E.

- Authorized Signature: ______. 1.
- 2.
- Name:
 ______.

 Title:
 ______.
 3.

_____, _____.

END OF SECTION 07 53 23

SECTION 07 62 00

SHEET METAL FLASHING AND TRIM

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. Manufactured reglets with counterflashing.
 - 2. Formed low-slope roof sheet metal fabrications.
 - 3. Formed wall sheet metal fabrications.
 - 4. Formed equipment support flashing.
 - 5. Formed curb caps.
- B. Related Requirements:
 - 1. Section 06 10 53 "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking.

1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 2. Review special roof details, roof drainage, roof-penetration flashing, equipment curbs, and condition of other construction that affect sheet metal flashing and trim.
 - 3. Review requirements for insurance and certificates if applicable.
 - 4. Review sheet metal flashing observation and repair procedures after flashing installation.

1.5 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 each manufactured product and accessory.
- B. Shop Drawings: For sheet metal flashing and trim.
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
 - 3. Include identification of material, thickness, weight, and finish for each item and location in Project.
 - 4. Include details for forming, including profiles, shapes, seams, and dimensions.
 - 5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 - 6. Include details of termination points and assemblies.
 - 7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
 - 8. Include details of roof-penetration flashing.
 - 9. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable.
 - 10. Include details of special conditions.
 - 11. Include details of connections to adjoining work.
 - 12. Detail formed flashing and trim at scale of not less than 3 inches per 12 inches.
- C. Samples for Initial Selection: For each type of sheet metal and accessory indicated with factory-applied finishes.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.
- B. Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

1.8 QUALITY ASSURANCE

A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.10 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with flat surface.
 - 1. As-Milled Finish: Mill, in concealed locations.

- C. Stainless-Steel Sheet: ASTM A 240/A 240M, Type 304, dead soft, fully annealed; with smooth, flat surface.
- D. Zinc-Tin Alloy-Coated Stainless-Steel Sheet: ASTM A 240/A 240M, Type 304, dead-soft, fully annealed, stainless-steel sheet of minimum uncoated thickness indicated; coated on both sides with zinc-tin alloy (50 percent zinc, 50 percent tin), with factory-applied gray preweathering.

2.3 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.
- B. Synthetic Underlayment: Laminated or reinforced, woven polyethylene or polypropylene, synthetic roofing underlayment; bitumen free; slip resistant; suitable for high temperatures over 220 deg F; and complying with physical requirements of ASTM D 226/D 226M for Type I and Type II felts.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - a. <u>Atlas Roofing Corporation</u>.
 - b. <u>Engineered Coated Products</u>.
 - c. <u>Kirsch Building Products, LLC</u>.
 - d. <u>SDP Advanced Polymer Products Inc.</u>
- C. Self-Adhering, High-Temperature Sheet: Minimum 30 mils thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer according to written recommendations of underlayment manufacturer.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - a. <u>Carlisle Coatings & Waterproofing Inc</u>.
 - b. <u>Drexel Metals</u>.
 - c. <u>GCP Applied Technologies Inc. (formerly Grace Construction Products)</u>.
 - d. <u>Henry Company</u>.
 - e. <u>Kirsch Building Products, LLC</u>.
 - f. <u>Owens Corning</u>.
 - g. <u>Polyguard Products, Inc</u>.
 - h. <u>Protecto Wrap Company</u>.
 - i. <u>SDP Advanced Polymer Products Inc</u>.
 - 2. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F or higher.
 - 3. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F or lower.
- D. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. minimum.

2.4 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factoryapplied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
 - 3. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
 - 4. Fasteners for Zinc-Tin Alloy-Coated Stainless-Steel Sheet: Series 300 stainless steel.
 - 5. Fasteners for Zinc-Coated (Galvanized) or Aluminum-Zinc Alloy-Coated Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329.
- C. Solder:
 - 1. For Stainless Steel: ASTM B 32, Grade Sn60, with acid flux of type recommended by stainlesssteel sheet manufacturer.
 - 2. For Zinc-Tin Alloy-Coated Stainless Steel: ASTM B 32, 100 percent tin, with maximum lead content of 0.2 percent, as recommended by sheet metal manufacturer.
 - 3. For Zinc-Coated (Galvanized) Steel: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead or Grade Sn60, 60 percent tin and 40 percent lead with maximum lead content of 0.2 percent.
- D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with releasepaper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape ¹/₂-inch wide and 1/8 inch thick.
- E. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- G. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- H. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.
- I. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.5 MANUFACTURED SHEET METAL FLASHING AND TRIM

- A. Through-Wall, Ribbed, Sheet Metal Flashing: Manufacture through-wall sheet metal flashing for embedment in masonry, with ribs at 3-inch intervals along length of flashing to provide integral mortar bond. Manufacture through-wall flashing with interlocking counterflashing on exterior face, of same metal as flashing.
 - 1. Copper: 10-oz. minimum for fully concealed flashing; 16 oz. elsewhere.

- a. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - 1) <u>Cheney Flashing Company</u>.
 - 2) <u>Hohmann & Barnard, Inc</u>.
 - 3) Keystone Flashing Company, Inc.
 - 4) Sandell Manufacturing Co., Inc.
- 2. Stainless Steel: 0.016 inch thick.
 - a. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - 1) <u>Cheney Flashing Company</u>.
 - 2) <u>Hohmann & Barnard, Inc</u>.
 - 3) <u>Keystone Flashing Company, Inc</u>.
 - 4) <u>Sandell Manufacturing Co., Inc</u>.
- B. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and welded corners and junctions and with interlocking counterflashing on exterior face, of same metal as reglet.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - a. <u>Cheney Flashing Company</u>.
 - b. <u>Fry Reglet Corporation</u>.
 - c. <u>Heckmann Building Products, Inc</u>.
 - d. <u>Hickman Company, W. P</u>.
 - e. <u>Hohmann & Barnard, Inc</u>.
 - f. <u>Keystone Flashing Company, Inc</u>.
 - g. <u>National Sheet Metal Systems, Inc.</u>
 - h. <u>Sandell Manufacturing Co., Inc</u>.
 - 2. Material: Stainless steel, 0.019 inch-thick; Copper, 16 oz./sq. ft. Aluminum, 0.024 inch-thick; Galvanized steel, 0.022 inch-thick.
 - 3. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
 - 4. Accessories:
 - a. Flexible-Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where Drawings show reglet without metal counterflashing.
 - b. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing's lower edge.
 - 5. Finish: Mill with manufacturer's standard color coating.

2.6 FABRICATION, GENERAL

A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal

thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.

- 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
- 2. Obtain field measurements for accurate fit before shop fabrication.
- 3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
- 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."
- D. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
 - 2. Use lapped expansion joints only where indicated on Drawings.
- E. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- G. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- H. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- I. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.
- J. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer.
- K. Do not use graphite pencils to mark metal surfaces.

2.7 WALL SHEET METAL FABRICATIONS

- A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch- long, but not exceeding 12foot- long, sections, under copings, and at shelf angles. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches beyond each side of wall openings; and form with 2-inch- high, end dams. Fabricate from the following materials:
 - 1. Stainless Steel: 0.016 inch thick.
 - 2. Zinc-Tin Alloy-Coated Stainless Steel: 0.015 inch thick.
 - 3. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft.

- B. Opening Flashings in Frame Construction: Fabricate head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings. Form head and sill flashing with 2-inch- high, end dams. Fabricate from the following materials:
 - 1. Aluminum: 0.032 inch thick.
 - 2. Stainless Steel: 0.016 inch thick.
 - 3. Zinc-Tin Alloy-Coated Stainless Steel: 0.015 inch thick.
 - 4. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft.
 - 5. Galvanized Steel: 0.022 inch thick.
 - 6. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch thick.

2.8 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Equipment Support Flashing: Fabricate from the following materials:
 - 1. Stainless Steel: 0.019 inch thick.
 - 2. Zinc-Tin Alloy-Coated Stainless Steel: 0.018 inch thick.
 - 3. Galvanized Steel: 0.028 inch thick.
 - 4. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch thick.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 - 3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

- A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.
- B. Synthetic Underlayment: Install synthetic underlayment, wrinkle free, according to manufacturers' written instructions, and using adhesive where possible to minimize use of mechanical fasteners under sheet metal.
- C. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Prime substrate if recommended by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps and edges with roller. Cover underlayment within 14 days.
- D. Apply slip sheet, wrinkle free, before installing sheet metal flashing and trim.

3.3 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 3. Space cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 - 4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
 - 5. Torch cutting of sheet metal flashing and trim is not permitted.
 - 6. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
 - 1. Coat concealed side of uncoated-aluminum and stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
 - 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
 - 2. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
 - 1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
 - 2. Prepare joints and apply sealants to comply with requirements in Section 07 92 00 "Joint Sealants."
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work.

- 1. Do not solder metallic-coated steel and aluminum sheet.
- 2. Do not pre-tin zinc-tin alloy-coated stainless steel and zinc-tin alloy-coated copper.
- 3. Do not use torches for soldering.
- 4. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
- 5. Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.
- 6. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.
- 7. Copper-Clad Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for copper-clad stainless steel.

3.4 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for FM Approvals' listing for required windstorm classification.
- C. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.
- D. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints minimum of 4 inches. Secure in waterproof manner by means of snap-in installation and sealant or lead wedges and sealant or interlocking folded seam or blind rivets and sealant unless otherwise indicated.
- E. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with sealant and clamp flashing to pipes that penetrate roof.

3.5 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings.

3.6 MISCELLANEOUS FLASHING INSTALLATION

A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

B. Overhead-Piping Safety Pans: Suspend pans from structure above, independent of other overhead items such as equipment, piping, and conduit, unless otherwise indicated on Drawings. Pipe and install drain line to plumbing waste or drainage system.

3.7 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- B. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

3.8 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07 62 00

SECTION 07 84 13

PENETRATION FIRESTOPPING

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 DEFINITIONS

A. Firestopping: Material or combination of materials used to retain integrity of fire-rated construction by maintaining an effective barrier against the spread of flame, smoke, and hot gases through penetrations in, or construction joints between, fire rated walls and floor assemblies.

1.3 SUMMARY

- A. Section Includes:
 - 1. Penetrations in fire-resistance-rated walls.

1.4 RELATED WORK

- A. Division 22 Plumbing
- B. Division 23 Mechanical
- C. Division 26 Electrical
- D. Division 27 Communications
- E. Division 28 Alarm Systems

1.5 REFERENCES

- A. Test Requirements: ASTM E 814 "Standard Method of Fire Tests of Through Penetration Fire Stops"
- B. Test Requirement: UL 1479, "Fire Tests of Through-Penetration Firestops"
- C. Test Requirements: UL 2079, "Tests for Fire Resistance of Building Joint Systems"
- D. Underwriters Laboratory (UL) of Northbrook, IL publishes tested systems in their "FIRE RESISTANCE DIRECTORY" that is updated annually.

- E. Fire stop systems do not reestablish the structural integrity of load bearing partitions/assemblies, or support live loads or traffic. Installer shall consult the structural engineer prior to penetrating any load bearing assembly.
- F. For those firestop applications that exist for which no qualified tested system is available through a manufacturer, an engineering judgement derived from similar qualified tested system designs or other tests will be submitted to local authorities for their review and approval prior to installation. Engineering judgement documents must follow requirements set forth by the International Firestop Council.

1.6 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.7 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Product Schedule: For each penetration firestopping system. Include location, illustration of firestopping system, and design designation of qualified testing and inspecting agency.
 - 1. Engineering Judgments: Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping system, submit illustration, with modifications marked, approved by penetration firestopping system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly. Obtain approval of authorities having jurisdiction prior to submittal.

1.8 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each penetration firestopping system, for tests performed by a qualified testing agency.

1.9 CLOSEOUT SUBMITTALS

A. Installer Certificates: From Installer indicating that penetration firestopping systems have been installed in compliance with requirements and manufacturer's written instructions.

1.10 QUALITY ASSURANCE

A. Installer Qualifications: A firm that has been approved by FM Global according to FM Global 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with its "Qualified Firestop Contractor Program Requirements."

1.11 PROJECT CONDITIONS

A. Environmental Limitations: Do not install penetration firestopping system when ambient or substrate temperatures are outside limits permitted by penetration firestopping system manufacturers or when substrates are wet because of rain, frost, condensation, or other causes.

B. Install and cure penetration firestopping materials per manufacturer's written instructions using natural means of ventilations or, where this is inadequate, forced-air circulation.

1.12 COORDINATION

- A. Coordinate construction of openings and penetrating items to ensure that penetration firestopping systems can be installed according to specified firestopping system design.
- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate penetration firestopping systems.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics:
 - 1. Perform penetration firestopping system tests by a qualified testing agency acceptable to authorities having jurisdiction.
 - 2. Test per testing standards referenced in "Penetration Firestopping Systems" Article. Provide rated systems complying with the following requirements:
 - a. Penetration firestopping systems shall bear classification marking of a qualified testing agency.
 - 1) UL in its "Fire Resistance Directory."
 - 2) Intertek Group in its "Directory of Listed Building Products."
 - 3) FM Global in its "Building Materials Approval Guide."

2.2 PENETRATION FIRESTOPPING SYSTEMS

- A. Penetration Firestopping Systems: Systems that resist spread of fire, passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. <u>3M Fire Protection Products</u>.
 - b. <u>A/D Fire Protection Systems Inc</u>.
 - c. <u>Construction Solutions</u>.
 - d. <u>Grabber Construction Products</u>.
 - e. <u>Hilti, Inc</u>.
 - f. HOLDRITE.
 - g. <u>NUCO Inc</u>.
 - h. <u>Specified Technologies, Inc</u>.
 - i. <u>Tremco, Inc</u>.
- B. Penetrations in Fire-Resistance-Rated Walls: Penetration firestopping systems with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.

- 1. F-Rating: Not less than the fire-resistance rating of constructions penetrated.
- C. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping system manufacturer and approved by qualified testing and inspecting agency for conditions indicated.
 - 1. Permanent forming/damming/backing materials.
 - 2. Substrate primers.
 - 3. Collars.
 - 4. Steel sleeves.

2.3 FILL MATERIALS

- A. Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer sleeve lined with an intumescent strip, a flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.
- B. Latex Sealants: Single-component latex formulations that do not re-emulsify after cure during exposure to moisture.
- C. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.
- D. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced intumescent elastomeric sheet bonded to galvanized-steel sheet.
- E. Intumescent Putties: Nonhardening, water-resistant, intumescent putties containing no solvents or inorganic fibers.
- F. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.
- G. Mortars: Prepackaged dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.
- H. Pillows/Bags: Reusable heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents, and fire-retardant additives. Where exposed, cover openings with steel-reinforcing wire mesh to protect pillows/bags from being easily removed.
- I. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.
- J. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants.

2.4 MIXING

A. Penetration Firestopping Materials: For those products requiring mixing before application, comply with penetration firestopping system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers,

mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Before installing penetration firestopping systems, clean out openings immediately to comply with manufacturer's written instructions and with the following requirements:
 - 1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping materials.
 - 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping materials. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form-release agents from concrete.
- B. Prime substrates where recommended in writing by manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

3.3 INSTALLATION

- A. General: Install penetration firestopping systems to comply with manufacturer's written installation instructions and published drawings for products and applications.
- B. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings.
 - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not forming permanent components of firestopping.
- C. Install fill materials by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings, forming materials, accessories and penetrating items to achieve required fire-resistance ratings.
 - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - 3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 IDENTIFICATION

- A. Wall Identification: Permanently label walls containing penetration firestopping systems with the words "FIRE AND/OR SMOKE BARRIER PROTECT ALL OPENINGS," using lettering not less than 3 inches high and with minimum 0.375-inch strokes.
 - 1. Locate in accessible concealed floor, floor-ceiling, or attic space at 15 feet from end of wall and at intervals not exceeding 30 feet.
- B. Penetration Identification: Identify each penetration firestopping system with legible metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of penetration firestopping system edge so labels are visible to anyone seeking to remove penetrating items or firestopping systems. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:
 - 1. The words "Warning Penetration Firestopping Do Not Disturb. Notify Building Management of Any Damage."
 - 2. Contractor's name, address, and phone number.
 - 3. Designation of applicable testing and inspecting agency.
 - 4. Date of installation.
 - 5. Manufacturer's name.
 - 6. Installer's name.

3.5 FIELD QUALITY CONTROL

- A. Owner will engage a qualified testing agency to perform tests and inspections according to ASTM E 2174.
- B. Where deficiencies are found or penetration firestopping system is damaged or removed because of testing, repair or replace penetration firestopping system to comply with requirements.
- C. Proceed with enclosing penetration firestopping systems with other construction only after inspection reports are issued and installations comply with requirements.

3.6 CLEANING AND PROTECTION

- A. Clean off excess fill materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping system manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping material and install new materials to produce systems complying with specified requirements.

3.7 PENETRATION FIRESTOPPING SYSTEM SCHEDULE

- A. Provide UL-classified systems. Refer to system numbers in UL's "Fire Resistance Directory" under product Category XHEZ for the following penetration firestopping conditions:
- B. Penetration Firestopping Systems with No Penetrating Items.

- C. Penetration Firestopping Systems for Metallic Pipes, Conduit, or Tubing.
- D. Penetration Firestopping Systems for Nonmetallic Pipe, Conduit, or Tubing.
- E. Penetration Firestopping Systems for Electrical Cables.
- F. Penetration Firestopping Systems for Cable Trays with Electric Cables.
- G. Penetration Firestopping Systems for Miscellaneous Electrical Penetrants.
- H. Penetration Firestopping Systems for Miscellaneous Mechanical Penetrants.
- I. Penetration Firestopping Systems for Groupings of Penetrants.

END OF SECTION 07 84 13

SECTION 07 92 00

JOINT SEALANTS

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. Nonstaining silicone joint sealants.
 - 2. Mildew-resistant joint sealants.
 - 3. Latex joint sealants.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

1.5 INFORMATIONAL SUBMITTALS

- A. Preconstruction Laboratory Test Reports: From sealant manufacturer, indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
- B. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.

- C. Field-Adhesion-Test Reports: For each sealant application tested.
- D. Sample Warranties: For special warranties.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.7 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 NONSTAINING SILICONE JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C 1248.
- B. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - a. <u>Dow Corning Corporation</u>.
 - b. <u>GE Construction Sealants; Momentive Performance Materials Inc</u>.
 - c. <u>May National Associates, Inc.; a subsidiary of Sika Corporation</u>.
 - d. <u>Pecora Corporation</u>.
 - e. <u>Sika Corporation; Joint Sealants</u>.
 - f. <u>Tremco Incorporated</u>.

2.3 MILDEW-RESISTANT JOINT SEALANTS

- A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.
- B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - a. <u>Dow Corning Corporation</u>.
 - b. <u>GE Construction Sealants; Momentive Performance Materials Inc.</u>
 - c. <u>Pecora Corporation</u>.
 - d. Soudal USA.
 - e. <u>Tremco Incorporated</u>.

2.4 LATEX JOINT SEALANTS

- A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - a. <u>Franklin International</u>.
 - b. <u>May National Associates, Inc.; a subsidiary of Sika Corporation</u>.
 - c. <u>Pecora Corporation</u>.
 - d. Sherwin-Williams Company (The).
 - e. <u>Tremco Incorporated</u>.

2.5 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - a. <u>Alcot Plastics Ltd.</u>
 - b. <u>BASF Corporation; Construction Systems</u>.
 - c. <u>Construction Foam Products; a division of Nomaco, Inc</u>.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for

sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

- 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Masonry.
- 3. Remove laitance and form-release agents from concrete.
- 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.

- 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - 1. Inspect tested joints and report on the following:
 - a. Whether sealants filled joint cavities and are free of voids.
 - b. Whether sealant dimensions and configurations comply with specified requirements.
 - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
 - 2. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

3.5 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 **PROTECTION**

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.7 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Locations:
 - a. Control and expansion joints in unit masonry.
 - b. Joints between different materials listed above.

- c. Perimeter joints between materials listed above and frames of doors, windows, and louvers.
- d. Other joints as indicated on Drawings.
- 2. Joint Sealant: Silicone, nonstaining.
- 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement.
 - 1. Joint Locations:
 - a. Joints between interior wall surfaces for opaque paint finish..
 - b. Other joints as indicated on Drawings.
 - 2. Joint Sealant: Acrylic latex.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- C. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Locations:
 - a. Joints between non-porous surfaces in wet location construction.
 - b. Other joints as indicated on Drawings.
 - 2. Joint Sealant: Silicone, mildew resistant, acid curing.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 07 92 00

SECTION 08 11 13

HOLLOW METAL DOORS AND FRAMES

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. Interior standard steel doors and frames.
- B. Related Requirements:
 1. Section 08 71 00 "Door Hardware" for door hardware for hollow-metal doors.

1.3 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.4 COORDINATION

- A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.
- B. Coordinate requirements for installation of door hardware, electrified door hardware, and access control and security systems.

1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, temperature rise ratings, and finishes.

- B. Shop Drawings: Include the following:
 - 1. Elevations of each door type.
 - 2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
 - 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
 - 4. Locations of reinforcement and preparations for hardware.
 - 5. Details of each different wall opening condition.
 - 6. Details of electrical raceway and preparation for electrified hardware, access control systems, and security systems.
 - 7. Details of anchorages, joints, field splices, and connections.
 - 8. Details of accessories.
 - 9. Details of moldings, removable stops, and glazing.
- C. Product Schedule: For hollow-metal doors and frames, prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final door hardware schedule.

1.7 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each type of hollow-metal door and frame assembly, for tests performed by a qualified testing agency.
- B. Oversize Construction Certification: For assemblies required to be fire-rated and exceeding limitations of labeled assemblies.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow-metal doors and frames palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
 - 1. Provide additional protection to prevent damage to factory-finished units.
- B. Store hollow-metal doors and frames vertically under cover at Project site with head up. Place on minimum 4-inch- high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - 1. <u>Ceco Door; ASSA ABLOY</u>.
 - 2. <u>Curries Company; ASSA ABLOY</u>.
 - 3. <u>DE LA FONTAINE</u>.
 - 4. <u>Fleming Door Products Ltd.; Assa Abloy Group Company</u>.
 - 5. <u>Mesker Door Inc</u>.
 - 6. North American Door Corp.
 - 7. <u>Republic Doors and Frames</u>.
 - 8. <u>Steelcraft; an Allegion brand</u>.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
- B. Thermally Rated Door Assemblies: Provide door assemblies with U-factor of not more than 0.40 deg Btu/F x h x sq. ft. when tested according to ASTM C 518.

2.3 INTERIOR STANDARD STEEL DOORS AND FRAMES

- A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Standard-Duty Doors and Frames: SDI A250.8, Level 1; SDI A250.4, Level C.
 - 1. Doors:
 - a. Type: As indicated in the Door and Frame Schedule.
 - b. Thickness: 1-3/4 inches.
 - c. Face: Uncoated steel sheet, minimum thickness of 0.032 inch.
 - d. Edge Construction: Model 1, Full Flush.
 - e. Edge Bevel: Bevel lock edge 1/8 inch in 2 inches.
 - f. Core: Manufacturer's standard.
 - g. Fire-Rated Core: Manufacturer's standard laminated mineral board core for fire-rated and temperature-rise-rated doors.
 - 2. Frames:
 - a. Materials: Uncoated steel sheet, minimum thickness of 0.042 inch.
 - b. Construction: Knocked down or Slip-on drywall.
 - 3. Exposed Finish: Factory Prime.

2.4 FRAME ANCHORS

- A. Jamb Anchors:
 - 1. Type: Anchors of minimum size and type required by applicable door and frame standard, and suitable for performance level indicated.
 - 2. Quantity: Minimum of three anchors per jamb, with one additional anchor for frames with no floor anchor. Provide one additional anchor for each 24 inches of frame height above 7 feet.
 - 3. Postinstalled Expansion Anchor: Minimum 3/8-inch- diameter bolts with expansion shields or inserts, with manufacturer's standard pipe spacer.
- B. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor.
- C. Floor Anchors for Concrete Slabs with Underlayment: Adjustable-type anchors with extension clips, allowing not less than 2-inch height adjustment. Terminate bottom of frames at top of underlayment.
- D. Material: ASTM A 879/A 879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.

1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M; hot-dip galvanized according to ASTM A 153/A 153M, Class B.

2.5 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.
- D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- E. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.
- F. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.
- G. Glazing: Comply with requirements in Section 08 80 00 "Glazing."

2.6 FABRICATION

- A. Door Astragals: Provide overlapping astragal on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch beyond edge of door on which astragal is mounted or as required to comply with published listing of qualified testing agency.
- B. Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.
 - 1. Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by welding, or by rigid mechanical anchors.
 - 2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
 - 3. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction. Silencers shall be non-fluid-bulb type.
 - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
 - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
- C. Hardware Preparation: Factory prepare hollow-metal doors and frames to receive templated mortised hardware, and electrical wiring; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
 - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
 - 2. Comply with BHMA A156.115 for preparing hollow-metal doors and frames for hardware.

2.7 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
 - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces. Touch up factory-applied finishes where spreaders are removed.
- B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

3.2 INSTALLATION

- A. General: Install hollow-metal doors and frames plumb, rigid, properly aligned, and securely fastened in place. Comply with approved Shop Drawings and with manufacturer's written instructions.
- B. Hollow-Metal Frames: Comply with SDI A250.11.
 - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.
 - a. Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
 - b. Install frames with removable stops located on secure side of opening.
 - 2. Fire-Rated Openings: Install frames according to NFPA 80.
 - 3. Floor Anchors: Secure with postinstalled expansion anchors.
 - a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
 - 4. Solidly pack mineral-fiber insulation inside frames.
 - 5. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
 - 6. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:
 - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.

- C. Hollow-Metal Doors: Fit and adjust hollow-metal doors accurately in frames, within clearances specified below.
 - 1. Non-Fire-Rated Steel Doors: Comply with SDI A250.8.
 - 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
- D. Glazing: Comply with installation requirements in Section 08 80 00 "Glazing" and with hollow-metal manufacturer's written instructions.

3.3 CLEANING AND TOUCHUP

- A. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- B. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.
- C. Factory-Finish Touchup: Clean abraded areas and repair with same material used for factory finish according to manufacturer's written instructions.
- D. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 08 11 13

SECTION 08 71 00

DOOR HARDWARE

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. Mechanical door hardware for the following:
 - a. Swinging doors.
- B. Related Requirements:
 - 1. Section 08 11 13 "Hollow Metal Doors and Frames" for astragals provided as part of labeled firerated assemblies and for door silencers provided as part of hollow-metal frames.

1.3 COORDINATION

- A. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- B. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Conference participants shall include Installer's Architectural Hardware Consultant and Owner's security consultant.
- B. Keying Conference: Conduct conference at Project site.
 - 1. Conference participants shall include Installer's Architectural Hardware Consultant and Owner's security consultant.
 - 2. Incorporate conference decisions into keying schedule after reviewing door hardware keying system including, but not limited to, the following:
 - a. Flow of traffic and degree of security required.
 - b. Preliminary key system schematic diagram.
 - c. Requirements for key control system.

- d. Requirements for access control.
- e. Address for delivery of keys.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of Installer's Architectural Hardware Consultant. Coordinate door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Submittal Sequence: Submit door hardware schedule after submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
 - 2. Format: Use same scheduling sequence and format and use same door numbers as in door hardware schedule in the Contract Documents.
 - 3. Content: Include the following information:
 - a. Identification number, location, hand, fire rating, size, and material of each door and frame.
 - b. Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
 - c. Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
 - d. Description of electrified door hardware sequences of operation and interfaces with other building control systems.
 - e. Fastenings and other installation information.
 - f. Explanation of abbreviations, symbols, and designations contained in door hardware schedule.
 - g. Mounting locations for door hardware.
 - h. List of related door devices specified in other Sections for each door and frame.
- C. Keying Schedule: Prepared by or under the supervision of Installer's Architectural Hardware Consultant, detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations that are coordinated with the Contract Documents.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and Architectural Hardware Consultant.
- B. Product Certificates: For each type of electrified door hardware.
 - 1. Certify that door hardware for use on each type and size of labeled fire-rated doors complies with listed fire-rated door assemblies.
- C. Product Test Reports: For compliance with accessibility requirements, for tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.
- D. Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of door hardware to include in maintenance manuals.
- B. Schedules: Final door hardware and keying schedule.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult Contractor, Architect, and Owner about door hardware and keying.
 - 1. Warehousing Facilities: In Project's vicinity.
 - 2. Scheduling Responsibility: Preparation of door hardware and keying schedule.
 - 3. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Architectural Hardware Consultant Qualifications: A person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and who is currently certified by DHI as an Architectural Hardware Consultant (AHC) and an Electrified Hardware Consultant (EHC).

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.
- B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.
- C. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.
- D. Deliver keys to Owner at premises.

1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including excessive deflection, cracking, or breakage.
 - b. Faulty operation of doors and door hardware.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
 - 2. Warranty Period: Three years from date of Substantial Completion unless otherwise indicated below:
 - a. Exit Devices: Two years from date of Substantial Completion.
 - b. Manual Closers: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain each type of door hardware from single manufacturer.
 - 1. Provide electrified door hardware from same manufacturer as mechanical door hardware unless otherwise indicated. Manufacturers that perform electrical modifications and that are listed by a testing and inspecting agency acceptable to authorities having jurisdiction are acceptable.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Door Assemblies: Where fire-rated doors are indicated, provide door hardware complying with NFPA 80 that is listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
- B. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
- C. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the DOJ's "2010 ADA Standards for Accessible Design" and ICC A117.1.
 - 1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf.
 - 2. Comply with the following maximum opening-force requirements:
 - a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf applied perpendicular to door.
 - b. Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
 - 3. Adjust door closer sweep periods so that, from an open position of 90 degrees, the door will take at least 5 seconds to move to a position of 12 degrees from the latch.

2.3 SCHEDULED DOOR HARDWARE

- A. Provide products for each door that comply with requirements indicated in Part 2 and door hardware schedule.
 - 1. Door hardware is scheduled in Part 3 and on Drawings.

2.4 HINGES

- A. Hinges: BHMA A156.1. Provide template-produced hinges for hinges installed on hollow-metal doors and hollow-metal frames.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Baldwin Hardware Corporation.
 - b. Bommer Industries, Inc.
 - c. Hager Companies.
 - d. Lawrence Hardware Inc.

- e. McKinney Products Company; an ASSA ABLOY Group company.
- f. Stanley Commercial Hardware; a division of Stanley Security Solutions.

2.5 MECHANICAL LOCKS AND LATCHES

- A. Lock Functions: As indicated in door hardware schedule.
- B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:
 - 1. Mortise Locks: Minimum 3/4-inch latchbolt throw.
 - 2. Deadbolts: Minimum 1.25-inch bolt throw.
- C. Lock Backset: 2-3/4 inches unless otherwise indicated.
- D. Lock Trim:
 - 1. Description: Manufacturer's standard.
 - 2. Levers: Wrought.
 - a. ADA compliant profile.
- E. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
 - 1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
- F. Mortise Locks: BHMA A156.13; Operational Grade 1; stamped steel case with steel or brass parts; Series 1000.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - a. <u>Best Access Systems; Stanley Security Solutions, Inc.</u>
 - b. Corbin Russwin, Inc.; an ASSA ABLOY Group company.
 - c. <u>SARGENT Manufacturing Company; ASSA ABLOY</u>.

2.6 MANUAL FLUSH BOLTS

- A. Manual Flush Bolts: BHMA A156.16; minimum 3/4-inch (19-mm) throw; designed for mortising into door edge.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Adams Rite Manufacturing Co; an ASSA ABLOY Group company.
 - b. Allegion plc.
 - c. Burns Manufacturing Incorporated.
 - d. Don-Jo Mfg., Inc.
 - e. Door Controls International, Inc.
 - f. Hiawatha, Inc; a division of the Activar Construction Products Group.

2.7 EXIT DEVICES AND AUXILIARY ITEMS

- A. Exit Devices and Auxiliary Items: BHMA A156.3.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Adams Rite Manufacturing Co; an ASSA ABLOY Group company.
 - b. Corbin Russwin, Inc.; an ASSA ABLOY Group company.
 - c. DORMA USA, Inc.
 - d. SARGENT Manufacturing Company; ASSA ABLOY.
 - e. Stanley Commercial Hardware; a division of Stanley Security Solutions.
 - f. Yale Security Inc; an ASSA ABLOY Group company.

2.8 LOCK CYLINDERS

- A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver. Provide cylinder from same manufacturer of locking devices.
 - 1. Manufacturers: Match Owner's existing product.
- B. Construction Master Keys: Provide cylinders with feature that permits voiding of construction keys without cylinder removal. Provide 10 construction master keys.
- C. Construction Cores: Provide construction cores that are replaceable by permanent cores. Provide 10 construction master keys.

2.9 KEYING

- A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, appendix. Provide one extra key blank for each lock.
 - 1. Existing System:
 - a. Master key or grand master key locks to Owner's existing system.
- B. Keys: Nickel silver.
 - 1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:
 - a. Notation: Information to be furnished by Owner.

2.10 OPERATING TRIM

- A. Operating Trim: BHMA A156.6; stainless steel unless otherwise indicated.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allegion plc.
 - b. Burns Manufacturing Incorporated.

- c. Don-Jo Mfg., Inc.
- d. Hager Companies.
- e. Hiawatha, Inc; a division of the Activar Construction Products Group.
- f. Rockwood Manufacturing Company; an ASSA ABLOY Group company.
- g. Trimco.

2.11 ACCESSORIES FOR PAIRS OF DOORS

- A. Coordinators: BHMA A156.3; consisting of active-leaf, hold-open lever and inactive-leaf release trigger; fabricated from steel with nylon-coated strike plates; with built-in, adjustable safety release and with internal override.
- B. Carry-Open Bars: BHMA A156.3; prevent the inactive leaf from opening before the active leaf; provide polished brass or bronze carry-open bars with strike plate for inactive leaves of pairs of doors unless automatic or self-latching bolts are used.
- C. Astragals: BHMA A156.22.

2.12 SURFACE CLOSERS

- A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allegion plc.
 - b. Corbin Russwin, Inc.; an ASSA ABLOY Group company.
 - c. DORMA USA, Inc.
 - d. Norton Door Controls; an ASSA ABLOY Group company.
 - e. Rixson Specialty Door Controls; an ASSA ABLOY Group company.
 - f. SARGENT Manufacturing Company; ASSA ABLOY.

2.13 METAL PROTECTIVE TRIM UNITS

- A. Metal Protective Trim Units: BHMA A156.6; fabricated from 0.050-inch- thick stainless steel; with manufacturer's standard machine or self-tapping screw fasteners.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allegion plc.
 - b. Burns Manufacturing Incorporated.
 - c. Hager Companies.
 - d. Hiawatha, Inc; a division of the Activar Construction Products Group.
 - e. Pawling Corporation.
 - f. Rockwood Manufacturing Company; an ASSA ABLOY Group company.
 - g. Trimco.

2.14 AUXILIARY DOOR HARDWARE

- A. Auxiliary Hardware: BHMA A156.16.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allegion plc.
 - b. Baldwin Hardware Corporation.
 - c. Hager Companies.
 - d. Rockwood Manufacturing Company; an ASSA ABLOY Group company.
 - e. Trimco.

2.15 FABRICATION

- A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rating labels and as otherwise approved by Architect.
 - 1. Manufacturer's identification is permitted on rim of lock cylinders only.
- B. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18.
- C. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware unless otherwise indicated.
 - 1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
 - 2. Fire-Rated Applications:
 - a. Wood or Machine Screws: For the following:
 - 1) Strike plates to frames.
 - 2) Closers to doors and frames.
 - 3. Spacers or Sex Bolts: For through bolting of hollow-metal doors.

2.16 FINISHES

- A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are

not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance of the Work.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Steel Doors and Frames: For surface-applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.

3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights indicated on Drawings and to comply with the following unless otherwise indicated or required to comply with governing regulations.
 - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
 - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
 - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- D. Lock Cylinders: Install construction cores to secure building and areas during construction period.
 - 1. Replace construction cores with permanent cores as directed by Owner.

3.4 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 - 1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.
- B. Occupancy Adjustment: Approximately three months after date of Substantial Completion, Installer shall examine and readjust each item of door hardware, including adjusting operating forces, as necessary to ensure function of doors, door hardware, and electrified door hardware.

3.5 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

3.6 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.
- B. Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of door hardware Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door and door hardware operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.

3.7 DEMONSTRATION

A. Engage Installer to train Owner's maintenance personnel to adjust, operate, and maintain door hardware.

3.8 DOOR HARDWARE SCHEDULE

ALL FINISHES SHALL BE US26D

HW-1 INTERIOR RATED PAIR DOORS 001

- 6 BUTTS
- 1 LEVER LOCKSET STORE ROOM FUNCTION (ACTIVE LEAF)
- 2 PARALLEL ARM CLOSERS WITH CUSHION STOPS AND COORDINATOR
- 2 FLUSH BOLTS (INACTIVE LEAF)
- 2 KICKPLATES
- 2 FRAME SILENCERS
- 1 METAL ASTRAGAL

HW-2 INTERIOR RATED SINGLE DOOR 002

- 3 BUTTS
- 1 RIM EXIT DEVICE WITH LEVER AND KEYED CYLINDER
- 1 PARALLEL ARM CLOSER WITH CUSHION STOP
- 1 KICKPLATE
- 3 FRAME SILENCERS

HW-3 INTERIOR SINGLE DOOR 003

- 3 BUTTS
- 1 LEVER LATCHSET PASSAGE FUNCTION
- 1 PARALLEL ARM CLOSER WITH CUSHION STOP
- 1 KICKPLATE
- 3 FRAME SILENCERS

END OF HARDWARE SETS

END OF SECTION 08 71 00

SECTION 09 29 00

GYPSUM BOARD

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. Interior gypsum board.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

- A. Gypsum Wallboard: ASTM C 1396/C 1396M.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - a. <u>American Gypsum</u>.
 - b. <u>CertainTeed Corporation</u>.
 - c. <u>Georgia-Pacific Gypsum LLC</u>.
 - d. <u>National Gypsum Company</u>.
 - e. <u>USG Corporation</u>.
 - 2. Thickness:5/8 inch.
 - 3. Long Edges: Tapered.
- B. Gypsum Board, Type X: ASTM C 1396/C 1396M.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - a. <u>American Gypsum</u>.
 - b. <u>CertainTeed Corporation</u>.
 - c. <u>Georgia-Pacific Gypsum LLC</u>.
 - d. <u>National Gypsum Company</u>.
 - e. <u>USG Corporation</u>.
 - 2. Thickness: 5/8 inch.
 - 3. Long Edges: Tapered.
- C. Mold-Resistant Gypsum Board: ASTM C 1396/C 1396M. With moisture- and mold-resistant core and paper surfaces.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:

- a. <u>American Gypsum</u>.
- b. <u>CertainTeed Corporation</u>.
- c. <u>Georgia-Pacific Building Products</u>.
- d. <u>National Gypsum Company</u>.
- e. <u>PABCO Gypsum</u>.
- f. <u>United States Gypsum Company</u>.
- 2. Core: 1/2 inch, regular type and 5/8 inch, Type X.
- 3. Long Edges: Tapered.
- 4. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.4 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
 - 2. Shapes:
 - a. Cornerbead.
 - b. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - c. L-Bead: L-shaped; exposed long flange receives joint compound.
 - d. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - e. Expansion (control) joint.
- B. Aluminum Trim: Extruded accessories of profiles and dimensions indicated.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - a. <u>Fry Reglet Corporation</u>.
 - b. Gordon, Inc.
 - c. <u>Pittcon Industries</u>.
 - 2. Aluminum: Alloy and temper with not less than the strength and durability properties of ASTM B 221, Alloy 6063-T5.
 - 3. Finish: Corrosion-resistant primer compatible with joint compound and finish materials specified.

2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
 - 1. Interior Gypsum Board: Paper.
 - 2. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
 - 3. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
 - 1. Prefilling: At open joints, beveled panel edges, and damaged surface areas, use setting-type taping compound.

- 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
- 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
- 4. Finish Coat: For third coat, use drying-type, all-purpose compound.

2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.
 - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
 - 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- C. Sound-Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from rock wool.
 - 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
- D. Acoustical Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - a. <u>Accumetric LLC</u>.
 - b. <u>Franklin International</u>.
 - c. <u>Grabber Construction Products</u>.
 - d. <u>Hilti, Inc</u>.
 - e. <u>Pecora Corporation</u>.
 - f. <u>Specified Technologies, Inc</u>.
 - g. United States Gypsum Company.
- E. Thermal Insulation: As specified in Section 07 21 00 "Thermal Insulation."
- F. Vapor Retarder: As specified in Section 07 26 00 "Vapor Retarders."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- C. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- D. Form control and expansion joints with space between edges of adjoining gypsum panels.
- E. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.
- F. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- G. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- H. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written instructions for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.
- I. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Type X: Where required for fire-resistance-rated assembly.
 - 2. Mold-Resistant Type: At all Toilet Room walls not finished with Tile.
 - 3. Acoustically Enhanced Type: As indicated on Drawings.

- B. Single-Layer Application:
 - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
 - 2. On partitions/walls, apply gypsum panels vertically (parallel to framing) or horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
 - 3. On Z-shaped furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
 - 4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.
- C. Multilayer Application:
 - 1. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
 - 2. Fastening Methods: Fasten base layers and face layers separately to supports with screws.

3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners.
 - 2. LC-Bead: Use at exposed panel edges.
 - 3. L-Bead: Use where indicated.
 - 4. U-Bead: Use at exposed panel edges and where indicated.
 - 5. Curved-Edge Cornerbead: Use at curved openings.

3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
 - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 - 2. Level 2: Panels that are substrate for tile.
 - 3. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
 - a. Primer and its application to surfaces are specified in Section 09 91 23 "Interior Painting."

3.6 **PROTECTION**

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other nondrywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 09 29 00

SECTION 09 51 23

ACOUSTICAL TILE CEILINGS

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. Acoustical tiles for interior ceilings.
- B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, 6 inches in size.
- C. Samples for Initial Selection: For components with factory-applied finishes.
- D. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of sizes indicated below:
 - 1. Acoustical Tiles: Set of full-size Samples of each type, color, pattern, and texture.
 - 2. Exposed Moldings and Trim: Set of 6-inch- long Samples of each type and color.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For finishes to include in 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. Acoustical Ceiling Units: One full carton of each type of tile.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical tiles, suspension-system components, and accessories to Project site and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical tiles, permit them to reach room temperature and a stabilized moisture content.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical tile ceilings until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
 - 1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical tile ceiling installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations:
 - 1. Suspended Acoustical Tile Ceilings: Obtain each type of acoustical ceiling tile and its suspension system from single source from single manufacturer.

2.2 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-Spread Index: Class A according to ASTM E 1264.
 - 2. Smoke-Developed Index: 50 or less.

2.3 ACOUSTICAL TILES

- A. Manufacturers: Basis of Design:
 - 1. Armstrong World Industries, Inc.
- B. Acoustical Tile: DUNE
- C. Edge Profile: Square
- D. Size: 24" x 24" x ³/₄"
- E. Color: White.
- F. Light Reflectance (LR): Not less than 0.83.
- G. Ceiling Attenuation Class (CAC): Not less than 35.
- H. Noise Reduction Coefficient (NRC): Not less than 0.50.
- I. Antimicrobial Treatment: Manufacturer's standard broad spectrum, antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273, ASTM D 3274, or ASTM G 21 and evaluated according to ASTM D 3274 or ASTM G 21.

2.4 METAL SUSPENSION SYSTEM

- A. Manufacturers: Provide products by the following:
 - 1. Armstrong World Industries, Inc.
- B. Direct-Hung, Double-Web Suspension System: Main and cross runners roll formed from and capped with cold-rolled steel sheet, prepainted, electrolytically zinc coated, or hot-dip galvanized, G30 coating designation.
 - 1. Structural Classification: Intermediate-duty system.
 - 2. Profile: Prelude ML 15/16" Exposed Tee System
 - 3. Finish: White

2.5 ACCESSORIES

- A. Attachment Devices: Size for five times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung," unless otherwise indicated.
 - 1. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated, and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing according to ASTM E 1190, conducted by a qualified testing and inspecting agency.

- B. Wire Hangers, Braces, and Ties: Provide wires as follows:
 - 1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
 - 2. Stainless-Steel Wire: ASTM A 580/A 580M, Type 304, nonmagnetic.
 - 3. Size: Wire diameter sufficient for its stress at three times hanger design load (ASTM C 635/C 635M, Table 1, "Direct Hung") will be less than yield stress of wire, but not less than 0.106-inch-diameter wire.
- C. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint.
- D. Flat Hangers: Mild steel, zinc coated or protected with rust-inhibitive paint.
- E. Angle Hangers: Angles with legs not less than 7/8-inch-wide; formed with 0.04-inch- thick, galvanizedsteel sheet complying with ASTM A 653/A 653M, G90 coating designation; with bolted connections and 5/16-inch- diameter bolts.

2.6 METAL EDGE MOLDINGS AND TRIM

- A. Manufacturers: Provide products by the following:
 - 1. Armstrong World Industries, Inc.
- B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations; formed from sheet metal of same material, finish, and color as that used for of suspension-system runners.
 - 1. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.
 - 2. Finish: White.

2.7 ACOUSTICAL SEALANT

A. Acoustical Sealant: As specified in Section 07 92 19 "Acoustical Joint Sealants."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing and substrates to which acoustical tile ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine acoustical tiles before installation. Reject acoustical tiles that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical tiles to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width tiles at borders unless otherwise indicated, and comply with layout shown on reflected ceiling plans.
- B. Layout openings for penetrations centered on the penetrating items.

3.3 INSTALLATION OF SUSPENDED ACOUSTICAL TILE CEILINGS

- A. Install suspended acoustical tile ceilings according to ASTM C 636/C 636M and manufacturer's written instructions.
- B. Suspend ceiling hangers from building's structural members and as follows:
 - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
 - 2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, counter-splaying, or other equally effective means.
 - 3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
 - 4. Secure wire hangers to ceiling suspension members and to supports above with a minimum of three tight turns. Connect hangers directly to structure or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
 - 5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
 - 6. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to castin-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
 - 7. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
 - 8. Do not attach hangers to steel deck tabs.
 - 9. Do not attach hangers to steel roof deck. Attach hangers to structural members.
 - 10. Space hangers not more than 48 inches o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches from ends of each member.
 - 11. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.
- C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-inplace or postinstalled anchors.
- D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical tiles.
 - 1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.

- 2. Screw attach moldings to substrate at intervals not more than 16 inches o.c. and not more than 3 inches from ends. Miter corners accurately and connect securely.
- 3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- F. Arrange directionally patterned acoustical tiles as follows:
 - 1. As indicated on reflected ceiling plans.
- G. Install acoustical tiles in coordination with suspension system and exposed moldings and trim. Place splines or suspension-system flanges into kerfed edges of tiles so tile-to-tile joints are interlocked.
 - 1. Fit adjoining tiles to form flush, tight joints. Scribe and cut tiles for accurate fit at borders and around penetrations through ceiling.

3.4 ERECTION TOLERANCES

- A. Suspended Ceilings: Install main and cross runners level to a tolerance of 1/8 inch in 12 feet, noncumulative.
- B. Moldings and Trim: Install moldings and trim to substrate and level with ceiling suspension system to a tolerance of 1/8 inch in 12 feet, non-cumulative.

3.5 ADJUSTING

- A. Clean exposed surfaces of acoustical tile ceilings, including trim and edge moldings. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.
- B. Remove and replace tiles and other ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 09 51 23

SECTION 09 65 13

RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:1. Vinyl base.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches long.
- C. Samples for Initial Selection: For each type of product indicated.
- D. Product Schedule: For resilient base and accessory products.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

1.6 FIELD CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive resilient products during the following periods:

- 1. 48 hours before installation.
- 2. During installation.
- 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

- 2.1 VINYL BASE (VB-1)
 - A. Manufacturers: Basis of Design:1. Johnsonite; a Tarkett company.
 - B. Product Standard: ASTM F 1861, Type TV (vinyl, thermoplastic).
 - 1. Group: I (solid, homogeneous).
 - C. Minimum Thickness: 1/8 inch.
 - D. Height: 4 inches.
 - E. Lengths: Coils in manufacturer's standard length.
 - F. Outside Corners: Preformed.
 - G. Inside Corners: Preformed.
 - H. Color: As selected by the Architect.

2.2 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

- 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
 - 1. Installation of resilient products indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until materials are the same temperature as space where they are to be installed.
 - 1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:
 - 1. Remove adhesive and other blemishes from surfaces.
 - 2. Sweep and vacuum horizontal surfaces thoroughly.

- 3. Damp-mop horizontal surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

END OF SECTION 09 65 13

SECTION 09 65 19

RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:1. Vinyl composition floor tile.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For each type of floor tile indicated.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are competent in techniques required by manufacturer for floor tile installation and seaming method indicated.
 - 1. Engage an installer who employs workers for this Project who are trained or certified by floor tile manufacturer for installation techniques required.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store floor tiles on flat surfaces.

1.8 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive floor tile during the following periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Close spaces to traffic during floor tile installation.
- D. Close spaces to traffic for 48 hours after floor tile installation.
- E. Install floor tile after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For resilient floor tile, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
 - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

2.2 VINYL COMPOSITION FLOOR TILE

- A. Tile Standard: ASTM F 1066, Class 2, through pattern.
- B. Wearing Surface: Smooth.
- C. Thickness: 0.125 inch.
- D. Size: 12 by 12 inches.
- E. Colors and Patterns: As selected by the Architect to match existing.

2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by floor tile manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.
- C. Floor Polish: Provide protective, liquid floor-polish products recommended by floor tile manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
 - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install floor tiles until materials are the same temperature as space where they are to be installed.
 - 1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

3.3 FLOOR TILE INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor tile.
- B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
- C. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
- D. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent marking device.

F. Adhere floor tiles to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
 - 1. Remove adhesive and other blemishes from surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Floor Polish: Remove soil, adhesive, and blemishes from floor tile surfaces before applying liquid floor polish.
 - 1. Apply two coats.

END OF SECTION 09 65 19

SECTION 09 91 23

INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Steel and iron.
 - 2. Galvanized metal.
 - 3. Wood/Composite Cellular PVC
 - 4. Gypsum board.

1.3 DEFINITIONS

- A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Include Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
 - 2. Indicate VOC content.

- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Apply coats on Samples in steps to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- D. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: Provide 1 gal. of each material and color applied.

1.6 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
 - b. Other Items: Architect will designate items or areas required.
 - 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. <u>Acceptable Manufacturers</u>: Subject to compliance with requirements, the following manufacturers are also acceptable:
 - 1. Benjamin Moore & Co,
 - 2. <u>Coronado Paint; Benjamin Moore & Co</u>.
 - 3. <u>Dulux Canada; a licensed product of PPG Architectural Coatings</u>.
 - 4. <u>Pratt & Lambert</u>.
 - 5. Sherwin-Williams Company (The).
- B. Products: Subject to compliance with requirements, provide one of the products listed in the Interior Painting Schedule for the paint category indicated.

2.2 PAINT, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
 - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Colors: Match Architect's samples.
 - 1. Ten percent of surface area will be painted with deep tones.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
 - 1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 - 2. Testing agency will perform tests for compliance with product requirements.

3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Wood: 15 percent.
 - 2. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- G. Wood/Composite Cellular PVC Substrates:
 - 1. Scrape and clean knots and apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - 1. Paint the following work where exposed in occupied spaces:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - h. Other items as directed by Architect.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

- A. Steel Substrates:
 - 1. Alkyd System MPI INT 5.1E:
 - a. Prime Coat: Primer, alkyd, quick dry, for metal, MPI #76.
 - b. Prime Coat: Shop primer specified in Section where substrate is specified.
 - c. Intermediate Coat: Alkyd, interior, matching topcoat.
 - d. Topcoat: Alkyd, interior, semi-gloss (MPI Gloss Level 5), MPI #47.
- B. Galvanized-Metal Substrates:
 - 1. Alkyd over Cementitious Primer System MPI INT 5.3C:
 - a. Prime Coat: Primer, galvanized, cementitious, MPI #26.
 - b. Intermediate Coat: Alkyd, interior, matching topcoat.
 - c. Topcoat: Alkyd, interior, semi-gloss (MPI Gloss Level 5), MPI #47.
- C. Wood/Composite Cellular PVC Substrates: Trim (where indicated to receive opaque finish)
 - 1. Latex over Latex Primer System MPI INT 6.3T:
 - a. Prime Coat: Primer, latex, for interior wood, MPI #39.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, semi-gloss (MPI Gloss Level 5), MPI #54.

- D. Gypsum Board Substrates:
 - 1. Latex over Latex Sealer System MPI INT 9.2A:
 - a. Prime Coat: Primer sealer, latex, interior, MPI #50.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior (MPI Gloss Level 3), MPI #52.

END OF SECTION 09 91 23

SECTION 21 10 00

FIRE-SUPPRESSION SPRINKLER SYSTEM

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. The intent of this section is to outline the requirements for alterations, extensions, and relocations for the existing wet pipe sprinkler system as required to facilitate the mechanical installations under the scope of this project.
- B. This Section includes fire-suppression sprinklers, piping, and equipment.
- C. The Sprinkler Contractor shall maintain the existing sprinkler system in service throughout the project, with scheduled shutdowns as required to facilitate the project.
- D. Performance and Design Criteria: Provide products and systems complying with specific performance and design criteria indicated.

1.3 SYSTEM PERFORMANCE REQUIREMENTS

- A. Design sprinklers and obtain approval from authorities having jurisdiction. The design of the automatic sprinkler system shall be complete with all necessary accessories for proper operation.
- B. The system shall be hydraulically calculated in accordance with all provisions of the Contract Documents and any authority having jurisdiction.
- C. The contract documents do not include a fire pump. Provide over-sized piping as required to meet required system hydraulics. Contractor shall review the civil plans, the existing site and existing fire flow data. If the contractor or authority with jurisdiction determines that a fire pump is required: Provide in accordance with NFPA 20, "Stationary Pumps for Fire Protection," for fire pumps, drivers, controllers, accessories, and their installation.
- D. Design sprinkler piping according to the following and obtain approval from authorities having jurisdiction:
 - 1. Include a 5 percent margin of safety for available water flow and pressure.
 - 2. Include losses through water-service piping, valves, and backflow preventers.

- E. Sprinkler Occupancy Hazard Classifications:
 - 1. Light Hazard:
 - a. Office and Public Areas
 - b. Corridors
 - c. Classrooms educational
 - 2. Ordinary Hazard, Group 1:
 - a. General Storage Areas
 - b. Mechanical Equipment Rooms
 - c. Electrical Equipment Rooms
- F. Minimum Density for Automatic-Sprinkler Piping Design shall be in accordance with NFPA 13. Maximum Protection Area per Sprinkler shall be in accordance with NFPA 13.

1.4 GENERAL REQUIREMENTS

- A. Components and Installation: Capable of producing piping systems with 175-psig minimum workingpressure rating, unless otherwise indicated.
- B. Protect all systems from freezing. Provide freeze protection for sprinklers in unheated areas with a dry pipe system.
- C. Bundled/Grouped wired in concealed spaces: Non-combustible spaces having 15 or more non-plenumrated wires grouped together shall be fully sprinklered.
- D. Seismic Performance: If required by the authority with jurisdiction, fire-suppression piping shall be capable of withstanding the effects of earthquake motions determined according to NFPA 13.
- E. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with fire stop materials. Refer to Division 7 for materials. Seal all penetrations through fire-or smoke-rated wall, partition, ceiling, or roof assemblies with firestopping system. Refer to Architectural plans for location of rated assemblies.
- F. Contractor shall obtain and pay for required permits.

1.5 SUBMITTALS

- A. Shop Drawings: Submit working plans, prepared according to NFPA 13, and hydraulic calculations with cross reference to applicable drawings, water supply data, and equipment schedule with ratings for the system to the Owner's Representative, Insurance Underwriter, and other authorities having jurisdiction.
- B. Product Data: Catalog sheets, specifications, and installation instructions. Indicate UL or FM approval for each product. Include the following additional information:
 - 1. Pipe and fitting materials and methods of joining for sprinkler piping.
 - 2. Pipe hangers and supports.
 - 3. Piping seismic restraints.
 - 4. Valves, including specialty valves, accessories, and devices.
 - 5. Alarm devices. Include electrical data.

- 6. Electrical Devices: Complete description of intended use, wiring diagrams, data plate information and, in the case of switching devices, whether normally on or normally off. Include motor test data.
- 7. Mechanical Devices: Complete description of intended use, including normal operating capacities and working pressures.
- 8. Enclosures: Dimensions, materials, gages of metals; type of door hinges and locks, and methods of securing the enclosure members to the building construction.
- 9. Hose Threads: Verify that hose threads on fire department connections match threads on equipment used by the local or servicing fire department.
- C. Design Data: The portions of the sprinkler system not sized on the Contract Drawings shall be sized in accordance with NFPA requirements for Hydraulically Designed Systems. Submit drawings and hydraulic calculations for approval.
- D. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible sprinkler system design professional. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Certification: Submit Contractor's NICET certification and number or PE license number.
- E. Field Test Reports and Certificates: Indicate and interpret test results for compliance with performance requirements and as described in NFPA 13. Include "Contractor's Material and Test Certificate for Aboveground Piping" and "Contractor's Material and Test Certificate for Underground Piping."
- F. Maintenance Data: For each type of sprinkler specialty to include in maintenance manuals specified in Division 1.

1.6 QUALITY ASSURANCE

- A. Sprinkler Contractor
 - 1. Installer Qualifications: An experienced installer who has designed and installed fire-suppression piping similar to that indicated for this Project and obtained design approval and inspection approval from authorities having jurisdiction.
 - 2. Engineering Responsibility: Preparation of working plans, calculations, and field test reports by a qualified sprinkler designer. Base calculations on results of fire hydrant flow test. Sprinkler designer shall be legally qualified and licensed to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of fire-suppression piping that are similar to those indicated for this Project in material, design, and extent. Perform fire-hydrant flow test according to NFPA 13 and NFPA 291.
 - 3. Contractor shall be a licensed fire sprinkler contractor.
- B. Manufacturer Qualifications:
 - 1. Firms whose equipment, specialties, and accessories are listed by product name and manufacturer in UL's "Fire Protection Equipment Directory" and FM's "Fire Protection Approval Guide" and that comply with other requirements indicated.
 - 2. Sprinkler Components: Listing/approval stamp, label, or other marking by a testing agency acceptable to authorities having jurisdiction.
 - 3. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
 - 4. Factory Mutual Engineering Corporation (FM) Approval Guide

- C. NFPA Requirements: Year edition per authority of jurisdiction.
 - 1. NFPA #1: Fire Prevention Code
 - 2. NFPA #13: Standard for the Installation of Sprinkler Systems
 - 3. NFPA #14: Standard for the Installation of Standpipe, Private Hydrants and Hose Systems
 - 4. NFPA #20: If a fire pump is required, comply with NFPA 20: Stationary Pumps for Fire Protection.
 - 5. NFPA #24: Standard for the Installation of Private Fire Service Mains and Their Appurtenances.
 - 6. NFPA #101: Life Safety Code
 - 7. NFPA #291: Recommend Practice for Flow Testing and Marking of Hydrants.

1.7 COORDINATION

- A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for fire-suppression installations.
- B. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
- C. Coordinate requirements for access panels and doors for fire-suppression items requiring access that are concealed behind finished surfaces. Access panels and doors are specified in Division 8.
- D. Coordinate sprinkler head layout with all other trades.

1.8 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. Sprinkler Cabinets: Finished, wall-mounting steel cabinet and hinged cover, with space for a minimum of six spare sprinklers plus sprinkler wrench. Include the number of sprinklers required by NFPA 13 and wrench for sprinklers. Include separate cabinet with sprinklers and wrench for each type of sprinkler on Project.

PART 2 - PRODUCTS

2.1 PIPING

- A. Pipe and fittings shall conform to the requirements of NFPA 13. Pipe shall be listed by UL and be FM approved, and installed per its listing and approval.
- B. Wet sprinkler piping shall be
 1. Black steel Schedule 40 for 1 inch and smaller, and Schedule 10 for 1-½ inch and larger.
- C. System piping shall be substantially supported to the building structure. The installation of hangers and supports shall adhere to the requirements set forth in N.F.P.A. 13. Materials used in the installation or construction of hangers and supports shall be listed and approved for such application.
- D. Provide joining materials in accordance with NFPA 13.

E. Transition Couplings: AWWA C219, sleeve type, or other manufactured fitting the same size as, with pressure rating at least equal to, and with ends compatible with piping to be joined.

2.2 SPRINKLERS

- A. Fire sprinklers shall be of one manufacturer throughout the building. No mixing of sprinkler brands shall be permitted. Sprinklers shall be of all brass frame construction with a quick response frangible bulb type fusible element.
- B. Automatic Sprinklers: With U.L. listed heat-responsive elements.
- C. Sprinkler Types and Categories: Nominal 1/2-inch orifice for "Ordinary" temperature classification rating, unless otherwise indicated or required by application.
- D. Provide quick response sprinklers.
- E. Institutional Semi-Recessed or "Vandal-Resistant" sprinkler heads as required by application.
- F. Sprinkler Escutcheons: Materials, types, and finishes of sprinklers. Escutcheons for concealed, flush, and recessed-type sprinklers are specified with sprinklers.
- G. Sprinkler Guards: Wire-cage type, including fastening device for attaching to sprinkler.

2.3 SPRINKLER SPECIALTY FITTINGS

- A. Sprinkler specialty fittings shall be UL listed or FMG approved, with 175-psig minimum workingpressure rating, and made of materials compatible with piping.
- B. Sprinkler Drain and Alarm Test Fittings: Cast- or ductile-iron body; with threaded or locking-lug inlet and outlet, test valve, and orifice and sight glass.
- C. Sprinkler Branch-Line Test Fittings: Brass body with threaded inlet, capped drain outlet, and threaded outlet for sprinkler.
- D. Drop-Nipple Fittings: UL 1474, adjustable with threaded inlet and outlet, and seals.
- E. Contractor Option: Provide flexible sprinkler hose with fittings intended for use in sprinkler systems between the branch line and sprinkler. Provide in accordance with NFPA 13 and the manufacturer's installation instructions. Length: 38".
 - 1. U.L. 2443 listed for sprinkler hose application.
 - 2. Flexible Hose: Corrugated Stainless Steel AISI 304
 - 3. Slip Nuts: Brass C3771BC
 - 4. Reducer Fitting: Yellow Zinc/Steel SPPS
 - 5. Special Shoulder Nipple (Inlet): Yellow Zinc/Steel SPPS
 - 6. Reducing Nipple Clamp & Bolt: Galvanized Steel SS41
 - 7. Maximum Working Pressure of Flexible Connection: 200 PSI
 - 8. Test Pressure of Flexible Connection: 400 PSI
 - 9. Maximum Temperature Rating of Flexible Connection: 300 °F
 - 10. Provide ceiling bracket.

PART 3 - EXECUTION

3.1 EXISTING SYSTEMS

A. Existing Sprinkler System Shutdown: Follow NFPA 13 and NFPA 25 recommendations. Before shutting down the sprinkler system to perform the Work, notify the Owner's Representative in writing, the local fire department, and the alarm company, that the system is to be shut down temporarily. Give schedule which states date and time of proposed shut down and the approximate length of time that the system will be out of service. Request instructions for precautions that should be taken during the shutdown period. Do not shut down the system until schedule is approved by the Owner's Representative. Return the existing system to pre-shutdown operation immediately after the Work has been completed. Give written notice to the Director's Representative that the system has been returned to pre-shutdown operation.

3.2 PREPARATION

A. The nature of the work requires coordination with other trades. Shop fabrication shall be done at the Contractor's risk. Relocation of piping and components to avoid obstructions may be necessary. Relocation, if required, shall be done at the Contractor's expense. The installation shall be performed in a workmanlike manner as determined by the Owner's Representative and in accordance with the Contract Documents, manufacturer's printed installation instructions, and submitted and Owner's Representative reviewed drawings.

3.3 SPRINKLER APPLICATIONS

- A. General: Use sprinklers according to the following applications:
 - 1. Rooms/spaces without Ceilings: Upright sprinklers.
 - 2. All occupied rooms with Finished Ceilings: Recessed Pendent.
 - 3. Provide sprinkler guards for heads in mechanical and storage spaces, less than 8 ft. above finished floor subject to mechanical damage.
 - 4. Low ceilings (under 8 feet): [Concealed] [Institutional recessed]
 - 5. Electrical or Data Rooms with finished ceilings: Concealed
 - 6. Electrical or Data Rooms without ceilings: Provide guard
 - 7. Attics/Concealed spaces: attic sprinklers.
 - 8. Wall Mounting: Sidewall sprinklers.
 - 9. Spaces Subject to Freezing: Upright; pendent, dry-type; and sidewall, dry-type sprinklers.
 - 10. Special Applications: Use extended-coverage, flow-control, and quick-response sprinklers where indicated.

B. Finishes

- a. Unfinished spaces not exposed to view: rough bronze.
- b. Recessed Sprinklers: White
- c. Provide escutcheons with matching color for finished spaces.

3.4 SYSTEM INSTALLATIONS

- A. Earthquake Protection: Provide piping according to NFPA 13 to protect from earthquake damage.
- B. A sprinkler head wrench of each style and model installed shall be provided to the owner at the completion of the project. A representative sampling of each sprinkler head style and model shall be provided to the owner and housed in a sprinkler head cabinet at or near the sprinkler riser. The number of sprinkler heads provided to the owner shall be in accordance with NFPA 13.

3.5 SPRINKLER INSTALLATION

- A. Provide sprinklers in suspended ceiling in center of all ceiling tiles.
- B. Do not install pendent or sidewall, wet-type sprinklers in areas subject to freezing. Use dry-type sprinklers with water supply from heated space per NFPA 13.
- C. Provide sprinkler piping with drains for complete system drainage.
- D. Hangers and Supports: Comply with NFPA 13 for hanger materials.

3.6 LABELING AND IDENTIFICATION

A. Provide labeling and pipe markers on equipment and piping according to requirements in NFPA 13.

3.7 FIELD QUALITY CONTROL

- A. Flush, test, and inspect sprinkler piping according to NFPA 13, "System Acceptance" Chapter.
- B. Verify that specialty valves, trim, fittings, controls, and accessories are installed and operate correctly.
- C. Verify that specified tests of piping are complete.
- D. Verify that damaged sprinklers and sprinklers with paint or coating not specified are replaced with new, correct type.
- E. Verify that sprinklers are correct types, have correct finishes and temperature ratings, and have guards as required for each application.
- F. Verify that potable-water supplies have correct types of backflow preventers.
- G. Verify that fire department connections have same type compatible with local fire department equipment.
- H. Replace piping system components that do not pass test procedures and retest to demonstrate compliance. Repeat procedure until satisfactory results are obtained.
- I. Fill wet-pipe sprinkler piping with water.
- J. Energize circuits to electrical equipment and devices.
- K. Coordinate with fire alarm tests. Operate as required.

3.8 CLEANING

- A. Clean dirt and debris from sprinklers.
- B. Remove and replace sprinklers having paint other than factory finish.
- C. Clean and disinfect fire-suppression water-service piping as follows:
 - 1. Purge new piping systems and parts of existing systems that have been altered, extended, or repaired before use.
 - 2. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in NFPA 24 for flushing of piping. Flush piping system with clean, potable water until dirty water does not appear at points of outlet.
 - 3. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in AWWA C651.
 - 4. Prepare reports.

3.9 PAINTING

- A. Painting of fire-suppression systems, equipment, and components is specified in Division 9.
- B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.10 PROTECTION

A. Protect sprinklers from damage until Substantial Completion.

END OF SECTION 21 10 00

SECTION 22 13 16

PLUMBING SANITARY AND STORM PIPING

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.
- B. Related Sections include the following:
 - 1. Division 22 Section: "Common Work Results"

1.2 SUMMARY

- A. This Section includes piping and specialties.1. HVAC condensate waste piping.
- B. Drawings show the general layout of piping and accessories but do not show all required fittings and offsets that may be necessary to connect piping to equipment and to coordinate with other trades. Fabricate piping based on field measurements. Provide all necessary fittings and offsets.
- C. General layout shown, provide piping to fixtures as required by the local plumbing code. A licensed master plumber shall perform or supervise the work and provide layouts, piping, and fittings as required by code.

1.3 PERFORMANCE REQUIREMENTS

- A. Comply with the utility requirements for the connection of to the municipal utility services. Obtain and pay for all necessary permits from the applicable municipal department. Obtain authority to connect to their existing mains.
- B. Provide components and installation capable of producing piping systems with working-pressure ratings per local plumbing code.

1.4 SUBMITTALS

- A. Product Data: Include rated capacities and shipping, installed, and operating weights. Indicate materials, finishes, dimensions, required clearances, and methods of assembly of components; and piping and wiring connections.
- B. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.5 QUALITY ASSURANCE

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- B. Comply with the local building and plumbing codes.

PART 2 - PRODUCTS

2.1 PVC DRAINAGE PIPING

- A. Pipe and fittings shall be manufactured from PVC compound with a cell class of 12454 per ASTM D-1784 and conform with National Sanitation Foundation (NSF) standard 14. Pipe shall be iron pipe size (IPS) conforming to ASTM D-1785 and ASTM D-2665. Fittings shall conform to ASTM D-2665.
- B. All pipe and fittings to be produced by a single manufacturer and to be installed in accordance with manufacturer's recommendations and local code requirements. Solvent cements shall conform to ASTM D-2564, primer shall conform to ASTM F-656. The system to be manufactured by Charlotte Pipe and Foundry Co. or approved equal; and shall be intended for non-pressure drainage applications where the temperature will not exceed 140°F.
- C. Solvent cement joints for PVC pipe and fittings shall be clean from dirt and moisture. Pipe shall be cut square and pipe shall be deburred. Where surfaces to be joined are cleaned and free of dirt, moisture, oil and other foreign material, apply primer in accordance with ASTM F656.

2.2 COPPER TUBE AND FITTINGS

- A. Copper Type DWV Tube: ASTM B 306, drainage tube, drawn temper.
- B. Copper Drainage Fittings: ASME B16.23, cast copper or ASME B16.29, wrought copper, solder-joint fittings.
- C. Hard Copper Tube: ASTM B 88, Type L and Type M, water tube, drawn temper.
- D. Soft Copper Tube: ASTM B 88, Type L, water tube, annealed temper.
- E. Solder: ASTM B 32, lead free with ASTM B 813, water-flushable flux.

2.3 PVC PRESSURE PIPING

- A. All pipe and fittings to be produced by a single manufacturer and to be installed in accordance with manufacturer's recommendations and local code requirements. Solvent cements shall conform to ASTM D-2564, primer shall conform to ASTM F-656. The system to be manufactured by Charlotte Pipe and Foundry Co. and is intended for pressure applications where the temperature will not exceed 140°F.
- B. Solid Wall: Pipe and fittings shall be manufactured from PVC compound with a cell class of 12454 per ASTM D-1784 and conform with National Sanitation Foundation (NSF) standards 14 and 61. Pipe shall be iron pipe size (IPS) conforming to ASTM D-1785. Fittings shall conform to ASTM D-2466.

2.4 AUTOMATIC CONDENSATE PUMP UNITS

- A. Manufacturers:
 - 1. Aspen Pumps
 - 2. Little Giant
 - 3. Approved Equal
- B. Basis of Design: Aspen Pumps Mini Orange Univolt
- C. The pumps shall be of the high efficiency type specifically designed for quiet operation.
 - 1. Pump Capacity: 8.9 gph@ 0' head/1.5 gph@49' head
 - 2. Max Temperature: 104 deg F
 - 3. Max Suction Lift: 5'
 - 4. Sound Level: 35 dBa
 - 5. Dry Contact Rating: 3 A NC
 - 6. Amperes: .15
 - 7. Watts: 16
- D. Motor shall be non-overloading at any point on the pump curve and shall have built in overload protection.
- E. Provide condensate removal pumps come as a kit ready for installation. Kits shall include:
 - 1. Condensate Pump Assembly
 - 2. In-line reservoir
 - 3. Submersible reservoir
 - 4. 5' Vinyl discharge tube
 - 5. 5' Modular power cable
 - 6. 6" Vinyl breather tube
 - 7. Drain hose adaptor
 - 8. In line fuse
 - 9. Anti-syphon device

2.5 MISCELLANEOUS SANITARY DRAINAGE PIPING SPECIALTIES

- A. Open Drains:
 - 1. Description: Pipe fittings assembled to make a trapped receptacle similar to a floor drain but usually without a grate. They are installed with the top above the floor level, so they are not a substitute for a floor drain.
 - 2. Shop or field fabricate from ASTM A 74, Service class, hub-and-spigot, cast-iron, soil-pipe fittings. Include P-trap, hub-and-spigot riser section; and where required, increaser fitting joined with ASTM C 564, rubber gaskets.
 - 3. Size: Same as connected waste piping with increaser fitting of size indicated.
- B. Deep-Seal Traps:
 - 1. Description: P-traps that are made with a deeper-than-normal water seal.
 - 2. Cast-iron or bronze casting, with inlet and outlet matching connected piping and cleanout trap-seal primer valve connection.
 - 3. Size: Same as connected waste piping. NPS 2: 4-inch-minimum water seal. NPS 2-1/2 and Larger: 5-inch-minimum water seal.

- C. Stack Flashing Fittings:
 - 1. Description: devices for flashing around vent piping at roof penetrations.
 - 2. Counter flashing-type, cast-iron fitting, with bottom recess for terminating roof membrane, and with threaded or hub top for extending vent pipe.
 - 3. Size: Same as connected stack vent or vent stack.
- D. Expansion Joints: telescoping pipe fittings that permit the contraction or expansion movement of vertical stacks. Standard: ASME A112.21.2M. Body: Cast iron with bronze sleeve, packing, and gland.
- E. Air-Gap Fittings:
 - 1. Standard: ASME A112.1.2, for fitting designed to ensure fixed, positive air gap between installed inlet and outlet piping.
 - 2. Size: Same as connected waste piping and with inlet large enough for associated indirect waste piping.
 - 3. Condensate drain into sink tailpiece: Airgap International, Inc. Drain Boa, Eco-Tech, Sioux Chief, or equal; Inlet port directly accepts 3/4" condensate piping. Dual plumbing code listed sink tailpiece fitting. Listed by NSF® and UPC®.
 - 4. Fixed Air-Gap Fittings: Zurn Z1024/Z1025 or Precision Plumbing Products; manufactured castiron or bronze drainage fitting with semi-open top with threads or device to secure drainage inlet piping in top and bottom spigot or threaded outlet larger than top inlet. Include design complying with ASME A112.1.2 that will provide fixed air gap between installed inlet and outlet piping.
- F. Provide backwater valves in piping subject to sewage backflow and as required by plumbing code. For interior installation, provide cleanout deck plate flush with 2 keys. Provide floor and centered over backwater valve cover, and of adequate size to remove valve cover for servicing. Zurn Z1095, ASME A112.14.1, cast-iron body, hub inlet and offset spigot outlet, bronze threaded cover, automatic PVC flapper type backwater valve with integral vacuum breaker.

2.6 CLEANOUTS

- A. Manufacturers
 - 1. Zurn
 - 2. Smith, Jay R. Mfg. Co.
 - 3. Josam Co.
 - 4. Tyler Pipe, Wade Div.
 - 5. Watts Industries, Inc., Drainage Products Div.
 - 6. Mifab
 - 7. Wade
- B. Provide per plumbing code.
- C. Cleanouts shall be easily accessible and shall be gastight and watertight. Provide a minimum clearance of 24 inches for the rodding. Size of cleanout shall be same as pipe size through 4". Pipes 4" and larger shall have 4" cleanouts.
- D. Basis of Design ZN1400-NH-5BZ1
 - 1. Compliance: ANSI/ASME A112.36.2M.
 - 2. Load Rating: Up to 2,000 pounds or as scheduled
 - 3. Body: Dura Coated cast iron, with gas and water tight non-corroding ABS tapered plug and standard or EZ1 top assembly.

- 4. When a waterproof membrane is used in the floor system, provide clamping collars on the cleanouts.
- 5. In carpeted areas, provide carpet cleanout markers.
- 6. Round, square, or recessed for tile tops as required
- 7. Provide vandal secured top when scheduled
- E. Cleanouts shall consist of "Y" fittings and (1/8 inch) bends with brass or bronze screw plugs.
- F. Provide cleanouts at or near the base of the vertical stacks with the cleanout plug located approximately 24 inches above the floor. If there are no fixtures installed on the lowest floor, the cleanout shall be installed at the base of the stack Cleanout shall consist of sanitary tees. Extend the cleanouts to the wall access cover; Zurn 1400 Series.
- G. In horizontal runs above grade, cleanouts shall consist of cast brass tapered screw plug in fitting or caulked/no hub cast iron ferrule. Plain end (no-hub) piping in interstitial space or above ceiling may use plain end (no-hub) blind plug and clamp.

PART 3 - EXECUTION

3.1 SITE INTERFACE

- A. Provide piping from inside face of exterior wall to a distance of approximately 5 feet outside of building. Provide flanged and anchored connection to interior piping.
- B. Refer to Division 31 for excavating, trenching, and backfilling.

3.2 PIPING APPLICATIONS

- A. Transition and special fittings with pressure ratings at least equal to piping pressure ratings may be used in applications below, unless otherwise indicated.
- B. HVAC Unit Condensate Indirect Waste: Drain Lines: ³/₄" minimum diameter; PVC or DWV Copper Tubing: ASTM B 306, Type DWV. PVC drain lines shall not be used in return air plenums.

3.3 PIPING INSTALLATION

- A. Refer to Division 23 Section "Common Work Results" for installation of:
 - 1. Basic piping requirements.
 - 2. Joint construction requirements.
 - 3. Hanger, support, and anchor devices.
 - 4. Firestopping
 - 5. Sleeves and Escutcheons
 - 6. Wall penetration system at each service pipe penetration through foundation wall.
 - 7. Dielectric fittings
 - 8. Valves
 - 9. Mechanical Identification
- B. Provide PVC soil and waste drainage and vent piping according to ASTM D 2665.

- C. AWWA Transition Couplings: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined. Underground Piping NPS 1-1/2 and Smaller: Manufactured fitting or coupling. Underground Piping NPS 2 and Larger: AWWA C219, metal sleeve-type coupling. Aboveground Pressure Piping: Pipe fitting.
- D. Flexible Transition Couplings for Underground Non-pressure Drainage Piping: ASTM C 1173 with elastomeric sleeve; ends same size as piping to be joined, and corrosion-resistant metal band on each end.
- E. Make changes in direction for drainage and vent piping using appropriate branches, bends, and longsweep bends. Sanitary tees and short-sweep 1/4 bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical. Use long-turn, double Y-branch and 1/8-bend fittings if 2 fixtures are installed back to back or side by side with common drain pipe. Straight tees, elbows, and crosses may be used on vent lines. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.
- F. Provide drainage piping beginning at low point of each system. Provide true to grades and alignment indicated, with unbroken continuity of invert. Place hub ends of piping upstream. Provide required gaskets according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab in piping and pull past each joint as completed.
- G. Provide drainage and vent piping at the minimum slopes as required by the local plumbing code.
- H. Connect HVAC drain pans per manufacturer's instructions.
 - 1. Piping shall be provided with a 1/8" foot minimum slope.
 - 2. Height of unit must be carefully coordinated to provide for proper condensate drainage.
 - 3. Provide each 90-degree change in direction with a Y-fitting. Install a threaded plug connection in the dormant side of fitting or future use as a service cleanout.
 - 4. Piping shall be equal to or larger than the drain pan connection size.
 - 5. If required by manufacturer for unit installation, provide a trap assembly in drain piping to prevent air circulated through unit from passing through drain piping. Comply with manufacturer's requirements.
 - 6. Route indoor unit condensate drains to sink traps, floor drains, plumbing code compliant, or other locations as indicated.
- I. Provide cleanouts at grade and extend to where building drains connect to site piping. Sleeves are not required for cast-iron soil piping passing through concrete slabs-on-grade if slab is without membrane waterproofing.

3.4 AUTOMATIC CONDENSATE PUMP UNITS

- A. Provide units for collecting condensate and extend to open drain, floor drain, mop sink, or other approved location.
- B. Mount pump level, concealed within the refrigerant line set cover or evaporator cabinet for a finished appearance.
 - 1. Condensate supply hose must be routed with a downward slope to the pump.
 - 2. Secure the hose using hose clamps.
 - 3. After securing hose on the non-return valve, lock non- return valve by rotating valve one quarter turn clockwise.

- C. After installing the condensate pump, test it to ensure that it functions correctly. To test the function, pour water into the tank until the activation level is reached and the pump starts. If air in the pump causes the integrated dry-run protection to actuate (pump deactivates, green and red operating lamp flash), add additional water and re-test.
- D. Shutoff Valves: Provide full-port ball valve on each pump discharge.
- E. If unit condensate pump or lift mechanism is not included with an integral check valve, install a full-size check valve in each branch pipe near unit connection to prevent backflow into unit.

3.5 CONNECTIONS

- A. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Connect interior drainage piping to exterior drainage piping.
- C. Connect drainage and vent piping to fixtures and equipment as shown on the plans.
- D. Connect drainage piping in sizes indicated, but not smaller than required by plumbing code.
- E. Provide air-gap fittings on draining-type backflow preventers and on indirect-waste piping discharge into sanitary drainage system.
- F. Provide traps on plumbing specialty drain outlets.
- G. Provide expansion joints on vertical risers, stacks, and conductors as required by code.
- H. Cleanouts:
 - 1. Provide cleanouts in aboveground piping and building drain piping according to the following, unless otherwise indicated: Size same as drainage piping up to NPS 4. Use NPS 4 for larger drainage piping unless larger cleanout is indicated. Locate at each change in direction of piping greater than 45 degrees. Locate at minimum intervals of 50 feet for piping NPS 4 and smaller and 100 feet for larger piping. Locate at base of each vertical soil and waste stack.
 - 2. Provide cleanout deck plates with top flush with finished floor, for floor cleanouts for piping below floors.
 - 3. Provide cleanout wall access covers, of types indicated, with frame and cover flush with finished wall, for cleanouts located in concealed piping.
 - 4. Provide flashing flange and clamping device with each stack and cleanout passing through floors with waterproof membrane.

3.6 FIELD QUALITY CONTROL

- A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.
 - 1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
 - 2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.
- B. Test piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:

- 1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.
- 2. Leave uncovered and unconcealed new, altered, extended, or replaced drainage and vent piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.
- 3. Roughing-in Plumbing Test Procedure: Test piping on completion of roughing-in. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water. From 15 minutes before inspection starts to completion of inspection, water level must not drop. Inspect joints for leaks.
- 4. Finished Plumbing Test Procedure: After plumbing fixtures have been set and traps filled with water, test connections and prove they are gastight and watertight. Plug vent-stack openings on roof and building drains where they leave building. Introduce air into piping system equal to pressure of 1-inch w.g. Use U-tube or manometer inserted in trap of water closet to measure this pressure. Air pressure must remain constant without introducing additional air throughout period of inspection. Inspect plumbing fixture connections for gas and water leaks.
- 5. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
- C. Test force-main piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:
 - 1. Leave uncovered and unconcealed new, altered, extended, or replaced force-main piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.
 - 2. Cap and subject piping to static-water pressure of 50 psig above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and allow to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.
 - 3. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
- D. Re-inspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for re-inspection.
- E. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

3.7 CLEANING

- A. Clean interior of piping. Remove dirt and debris as work progresses.
- B. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.
- C. Place plugs in ends of uncompleted piping at end of day and when work stops.

END OF SECTION 22 13 16

SECTION 23 05 00

COMMON WORK RESULTS

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.
- B. This section applies to Plumbing Division 22 & and HVAC Division 23 sections.

1.2 GENERAL

- A. This Section includes mechanical items common to all of this division specification sections.
- B. Provide services, skilled and common labor, and all apparatus and materials required for the complete installation as shown and within the intent of the contract documents, field conditions, and code requirements.
- C. The intention of these Contract Documents is to call for finished work, fully tested and ready for operation. Any components or labor not mentioned in the Contract Documents but required for functioning systems shall be provided. Should there appear to be any discrepancies or questions of intent, the Contractor shall refer the matter to the Architect/Engineer for decision before start of any related work.
- D. Consistency and Completeness: The contract documents are intended to include all components; however, the contract documents may not be perfect. Repetitive, common components (such as volume dampers, thermostats, condensate drains, trap primers, vent pipes, valves, etc.) are shown throughout. If a common component is missing in from the drawings, provide as similar per other areas. There will be no change orders for missing such components, the contractor shall provide consistent, complete, functioning systems.
- E. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written addendum to the Contract Documents.
- F. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Since the plans and specifications cover the dimensions and features of the work and do not set forth the analysis of the design, it is the duty of the Contractor fulfilling them to ascertain the true intent in any case where it is doubtful.

1.3 MANUFACTURERS INSTRUCTIONS

- A. Provide equipment and components to comply with manufacturer's written installation instructions and published drawings.
- B. Follow manufacturer's instructions for inspection, start-up, calibration, commissioning, and testing.

1.4 EFFICIENCY MAINE

- A. This project intends to pursue Efficient Maine prescriptive and/or custom incentives. The contractor shall participate in the activities associated with Efficiency Maine incentive approval process including but not limited to; preparation and submission of required incentive applications and the tracking and submission of measure specific invoices to Efficiency Maine within 60 days of the completion of the work.
- B. The contractor shall become familiar with the Efficiency Maine Business Program including available incentives and the application and review process. Efficiency Maine is available to assist in the application process and can be reached at https://www.efficiencymaine.com/at-work/. Contractor must contact EM prior to submittals to review the project equipment and scope.
 - 1. <u>https://www.efficiencymaine.com/at-work/ci-incentive-program/</u>
 - 2. Review plans and specifications for compliance with Efficiency Maine standards for applicable systems and technologies.
 - 3. Review plans and specifications for incentive opportunities.
- C. The project schedule shall reflect and accommodate the time required to achieve application pre-approval from Efficiency Maine (EM). No equipment shall be purchased until pre-approval is received from EM.
- D. Invoices shall be forwarded to EM within 60 days of the completion of work. This deliverable shall be shown on the project schedule as a milestone date and coordinated with all contractors to assure compliance with this requirement.
- E. As a minimum, obtain rebates for the following:
 - 1. VRF Heat Pump System with Heat Recovery

1.5 DEFINITIONS

- A. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- B. "Provide": Furnish and install, complete and ready for the intended use.
- C. "Shall": The word "shall" is used to indicate mandatory requirements strictly to be followed in order to conform to the standard and procedures and from which no deviation is permitted.
- D. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and attics.
- E. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- F. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- G. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.
- H. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

I. Terminal: A point where the controlled medium, such as fluid or energy, enters or leaves the distribution system.

1.6 SUBMITTALS

A. Submit Shop Drawings on all items of equipment and materials to be furnished and installed. Submission of Shop Drawings and samples shall be accompanied by a transmittal letter, stating name of project and contractor, number of drawings, titles, and other pertinent data called for in individual sections. Shop Drawings shall be dated and contain Name of project; name of prime professional; name of prime contractor; description or names of equipment, materials, and items; and complete identification of locations at which materials or equipment are to be installed. Individual piecemeal or incomplete submittals will not be accepted. Similar items, (all types specified) shall be submitted at one time. Number each submittal by trade. Indicate deviations from contract requirements on Letter of Transmittal. Shop Drawings will be given a general review only.

1.7 SUBSTITUTIONS

- A. Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 - 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - 2. Requested substitution does not require revisions to the Contract Documents.
 - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4. Substitution request is fully documented and properly submitted.
 - 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 7. Requested substitution is compatible with other portions of the Work and shall be acceptable to all contractors involved.
 - 8. Equipment electrical characteristics different than scheduled may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified at no additional cost.
 - 9. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.
 - 10. Requested substitution has been coordinated with other portions of the Work.
 - 11. Requested substitution provides specified warranty.

1.8 QUALITY ASSURANCE

- A. Work, materials, and equipment shall comply with the rules and regulations of all codes and ordinances of the local, state, and federal authorities. Such codes, when more restrictive, shall take precedence over these plans and specifications.
- B. Multiple Units: When two or more units of materials or equipment of the same type or class are required, these units shall be products of one manufacturer.
- C. Installer Qualifications: Work shall be done by skilled mechanics shall have successfully completed an apprenticeship program or another craft training program.

D. The Contractor shall hold a license to perform the work as issued by the local jurisdiction.

1.9 COORDINATION

- A. Coordinate use of project space and sequence of installation of work, which is indicated diagrammatically on drawings. Follow routings shown, as closely as practicable, with due allowance for available physical space; make runs parallel with lines of building. Utilize space efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- B. Coordinate use of project space and sequence of installation of work.
- C. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for installations. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
- D. Coordinate requirements for access panels and doors for items requiring access that are concealed behind finished surfaces. Access panels shall be provided for any item requiring inspection or maintenance. Access panels shall be of sufficient size and located so that the concealed items may be serviced, maintained, or replaced.
 - 1. Access panels and doors are specified and provided by Division 8.

1.10 TEST ADJUST AND BALANCE READINESS

- A. The Contractor shall provide and coordinate the services of qualified, responsible sub-contractors, suppliers and personnel as required to correct, repair, and/or replace deficient items or conditions found during the course of this project, including the testing, adjusting, and balancing period.
- B. In order that systems may be properly tested, balanced, and adjusted as required herein by these Specifications, the Contractor shall operate the systems at his expense for the length of time necessary to properly verify their completion and readiness for TAB. Project Contract completion schedules shall allow for sufficient time to permit the completion of TAB services prior to Owner occupancy. The Contractor shall allow adequate time for the testing and balancing activities of the Owner provided services, during the construction period, and prior to Substantial Completion as defined in the Uniform General Conditions of this Construction Document.
- C. The Drawings and Specifications indicate adjustment devices for the purpose of adjustment to obtain optimum operating conditions, and it will be the responsibility of the Contractor to provide these devices in a manner that will leave them accessible and readily adjustable. Should any such device not be readily accessible, the Contractor shall provide access as requested by the TAB Firm. Also, any malfunction encountered by TAB personnel and reported to the Contractor shall be corrected by the Contractor immediately so that the balancing work can proceed with the minimum of delays.
- D. Complete operational readiness of the HVAC systems also requires that the following be accomplished:
 - 1. Distribution Systems:
 - a. Verify installation for conformity to design. Ducts shall be terminated and tested as required by the Specification.
 - b. Dampers shall be properly located and functional. Dampers shall have tight closure and open fully with smooth and free operation.
 - c. RGD'S and terminal devices shall be provided and secured in a fully open position.

- d. Air handling systems and associated apparatus shall be sealed to eliminate uncontrolled bypass or leakage of air. Clean filters shall be in place, coils shall be clean with fins straightened, bearings properly greased, and the system shall be completely operational. The Contractor shall verify that systems are operating within the design pressure limits of the piping and ductwork.
- e. Under normal operating conditions, check condensate drains for proper connections and functioning. Cooling coil drain pans have a positive slope to drain. Cooling coil condensate drain trap maintains an air seal.
- f. Fans shall be operating and verified for freedom from vibration, proper fan rotation.
- g.
- h. Bearings shall be greased.
- i. Terminal units shall be provided and functional (i.e., controls functioning).
- 2. Building Automation System (BAS)
 - a. The BAS Contractor shall verify that control components are provided in accordance with project requirements and are functional.
 - b. The BAS Contractor shall verify that controlling instruments are calibrated and set for design operating conditions with the exception of components that require input from the TAB Agency, but a default shall be set. The Control Contractor shall cooperate with the TAB Agency and provide software and interfaces to communicate with the system.
 - c. The BAS Contractor shall thoroughly check controls, sensors, operators, sequences, etc. before notifying the TAB Agency that the BAS is operational. The BAS Contractor shall provide technical support (technicians and necessary computers) to the TAB Agency for a complete check of these systems.
 - d. Prior to occupancy, each ventilation system shall be tested to ensure that OA dampers operate properly in accordance with system design.
 - e. Fire Alarm: Division 26 shall thoroughly check detection devices, sequences, inter-locks, etc. before notifying the TAB Agency that the system is operational. Division 26 shall certify that the systems are totally operational to the Contractor prior to the TAB beginning.

1.11 RENOVATION PROJECT REQUIREMENTS

- A. The Contractor shall cooperate with the Owner to minimize conflicts with the Owner's operations.
- B. The Contractor shall study drawings and specifications, visit the site, and get acquainted with the existing conditions and the requirements of the plans and specifications. No claim will be recognized for extra compensation due to the failure of the Contractor to be familiarized with the conditions and extent of the proposed work. The Contractor shall execute alterations, additions, removals, relocations, or new work, etc., as indicated, or required to provide a complete installation in accordance with the intent of the drawing and specifications.
- C. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated. Keep driveways and entrances serving premises clear and available to Owner. Schedule deliveries to minimize use of driveways and entrances and minimize space and time requirements for storage of materials and equipment on-site.
- D. Follow the recommended procedures of the SMACNA IAQ Guidelines for Occupied Buildings under Construction.
- E. Continuity of Services: The building will be in use during construction operations. Maintain existing systems in operation within rooms of building. Schedules for various phases of contract work shall be coordinated with other trades and with Owner's Representative. Provide, as part of contract, temporary

plumbing and mechanical and electrical connections and relocations as required to accomplish the above. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services. Notify Owner at least two days in advance of proposed utility interruptions. Identify extent and duration of utility interruptions. Indicate method of providing temporary utilities. Do not proceed with utility interruptions without Owner's written permission.

- F. Cutting And Patching: Provide temporary support of Work to be cut. 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. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
 - 1. Where existing services/systems are required to be removed relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
 - 2. Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay. 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.
 - 3. 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.
 - 4. Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing. Clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
 - 5. Any structural member weakened or impaired by cutting, notching, or otherwise shall be reinforced, repaired, or replaced so as to be left in safe structural condition in accordance with the local building code requirements.
 - 6. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
 - 7. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

PART 2 - PRODUCT

2.1 PRODUCT CRITERIA

- A. Standard Products: Material and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products for at least 3 years. See other specification sections for any exceptions.
- B. Equipment Service: Products shall be supported by a service organization that maintains a complete inventory of repair parts and is located reasonably close to the site.
- C. Multiple Units: When two or more units of materials or equipment of the same type or class are required, these units shall be products of one manufacturer.
- D. Assembled Units: Manufacturers of equipment assemblies, which use components made by others, assume complete responsibility for the final assembled product.

- E. Nameplates: Nameplate bearing manufacturer's name or identifiable trademark shall be securely affixed in a conspicuous place on equipment, or name or trademark cast integrally with equipment, stamped, or otherwise permanently marked on each item of equipment.
- F. Asbestos products or equipment or materials containing asbestos shall not be used.

2.2 IDENTIFICATION

- A. Equipment:
 - 1. Terminology: Match schedules as closely as possible.
 - 2. Tag and description: Example: "EF-1 Bathroom Exhaust"
 - 3. Equipment Markers: Custom Vinyl Decals with a clear polyester overlaminate to endure outdoor conditions and are UV and scuff resistant. Decals shall be made of flexible vinyl with a permanent pressure-sensitive adhesive backing suitable for curved surfaces. Service temperature range of -40°F to 176°F.]
 - 4. In addition to the equipment tag, equipment located above the ceiling that requires servicing shall be labeled on the ceiling grid using a labeling machine.
- B. Piping Identification Devices
 - 1. Manufactured Pipe Markers, General: Seton, Brady, or approved equal; preprinted, color-coded, with lettering indicating service, and showing direction of flow.
 - 2. ASME Compliance: Comply with ASME A13.1, "Scheme for the Identification of Piping Systems," for letter size, length of color field, colors, and viewing angles of identification devices for piping. Lettering: Use piping system terms indicated and abbreviate only as necessary for each application length. Size of letters and length of color field per ASME A13.1.
 - 3. Pipes with OD, Including Insulation; Full-band snap-around pipe markers extending 360 degrees around pipe at each location. Arrows: Integral with piping system service lettering to accommodate both directions; or as separate unit on each pipe marker to indicate direction of flow. Length of color field and size of letters shall be proportional to pipe OD.
 - 4. Types: Self-adhesive type: Seton Opti-Code; Snap-around type: Seton Setmark; Wrap-around type: Seton Ultra-mark; PVF over-laminated polyester construction seals in and protects graphics; suitable for outdoor or harsh environments.
- C. Concealed manual volume dampers shall be visible outside the insulation and marked with 12" orange ribbon.

2.3 PIPE JOINING MATERIALS

- A. Provide per local code.
- B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.
- C. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness unless thickness or specific material is indicated. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges. AWWA C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.

D. Press Connections

- 1. Basis-of-Design Product: Subject to compliance with requirements, provide Viega LLC; ProPress, Apollo, or approved equal.
- 2. Press ends shall have Viega Smart Connect, Apollo Leak Before Press, or similar technology designed into the fitting itself, allowing identification of an un-pressed fitting during pressure testing. The function of this feature is to provide the installer quick and easy identification of connections which have not been pressed prior to putting the system into operation.
- 3. Copper and copper alloy press fittings shall conform to material requirements of ASME B16.18 or ASME B16.22 and performance criteria of ASME B16.51 and IAPMO PS 117. Sealing elements for press fittings shall be EPDM. Sealing elements shall be factory installed or an alternative supplied by fitting manufacturer.
- 4. Steel: Cold Press Mechanical Joint Fitting shall conform to material requirements of ASTM A420 or ASME B16.3 and performance criteria ANSI/CSA LC4. Sealing elements for press fittings shall be HNBR. Sealing elements shall be factory installed or an alternative supplied by fitting manufacturer. Piping and fittings shall comply with CSA LC-4 and local codes.
- E. Mechanical Coupling Gasket Materials: Suitable for the chemical and thermal conditions of the piping system contents and exterior environment. Gasket design shall be such that the entire coupling housing is isolated from the system contents to prevent galvanic action and inhibit galvanic corrosion.
- F. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- G. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- H. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.
- I. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- J. Solvent Cements for Joining Plastic Piping: CPVC Piping: ASTM F 493. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
- K. Plastic-to-Metal Transition Fittings: one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
- L. PE Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657. Plain-End Pipe and Fittings: Use butt fusion. Plain-End Pipe and Socket Fittings: Use socket fusion.
- M. Provide dielectric isolation at the connection of the dissimilar metals. Provide brass ball valves or fittings; or Watts Series LF3000 (lead free) or approved equal.

2.4 SLEEVES & ESCUTCHEONS

- 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 water-stop 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.
- E. Molded-PE or -PP Sleeves: Removable, tapered-cup shaped, and smooth outer surface with nailing flange for attaching to wooden forms.
- F. Provide wall penetration system where service pipes penetrate through foundation wall or floor. Make installation watertight. Mechanical Sleeve Seals: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve; Thunderline Link-Seal, or approved equal.
 - 1. Sealing Elements: EPDM interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 - 2. Pressure Plates: Glass-reinforced nylon.
 - 3. Connecting Bolts and Nuts: Stainless steel, of length required to secure pressure plates to sealing elements.
- G. Escutcheons shall be manufactured from nonferrous metals and shall be chrome-plated. Metals and finish shall conform to ASME A112.19.2. Escutcheons shall be one-piece type where mounted on chrome-plated pipe or tubing, and one-piece of split-pattern type elsewhere. ID shall closely fit around pipe, tube, and insulation of insulated piping and an OD that completely cover the opening. Escutcheons shall have setscrews for maintaining a fixed position against a surface.

2.5 HANGERS AND SUPPORTS FOR PIPING AND EQUIPMENT

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. B-Line Systems, Inc.
 - 2. Carpenter & Patterson, Inc.
 - 3. Grinnell Corp.
 - 4. Hubbard Enterprises/Holdrite
 - 5. National Pipe Hanger Corp.
 - 6. Piping Technology & Products, Inc.
 - 7. Unistrut
 - 8. Anvil International, Inc.
 - 9. Empire
- B. Provide in accordance with MSS SP69 Manufacturers Standardization Society: Pipe Hangers and Supports- Selection and Application. Steel pipe hangers and supports shall have the manufacturer's name, part number, and applicable size stamped in the part itself for identification.
- C. The materials of pipe hanging and supporting elements shall be in accordance with MSS SP-58. Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
- D. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel." Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications." Comply with provisions in ASME B31 Series, "Code for Pressure Piping." Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

- E. Delegated-Design Submittal: For 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. Show fabrication and installation details and include calculations. Provide for the following: trapeze pipe hangers, metal framing systems, pipe stands, equipment supports.
- F. Hangers:
 - Uninsulated pipes 2 inch and smaller: Adjustable steel swivel ring (band type) hanger, Type 10, B-Line B3170; Adjustable steel swivel J-hanger, Type 5, B-Line B3690; Malleable iron ring hanger, Type 12, B-Line B3198R or hinged ring hanger, B3198H.Adjustable steel clevis hanger, Type 1, B-Line B3100.
 - 2. Uninsulated pipes 2-1/2 inch and larger: Adjustable steel clevis hanger, Type 1, B-Line B3100.
 - 3. Insulated pipe- Hot piping: 2 inch and smaller pipes: use adjustable steel clevis with galvanized sheet metal shield. Type 1, B-Line B3100 with Type 40, B-Line B3151 series insulation protection shield. 2-1/2 inch and larger pipes: Type 41 or Type 43 with Type 39A/39B, B3160-B3165 series pipe covering protection saddle.
 - 4. Insulated pipe- Cold piping: use adjustable steel clevis with galvanized sheet metal shield. Type 1, B-Line B3100 with Type 40, B-Line B3151 series insulation protection shield.
- G. Pipe Clamps: When flexibility in the hanger assembly is required due to horizontal movement, use pipe clamps with weldless eye nuts, Type 4, B-Line B3140. For insulated lines use double bolted pipe clamps, Type 3, B-Line B3144.
- H. Multiple or Trapeze Hanger: Trapeze hangers shall be constructed from 12-gauge roll formed ASTM A1011 SS Grade 33 structural steel channel, 1-5/8 inch by 1-5/8-inch minimum, B-Line B22 strut or stronger as required. Mount pipes to trapeze with 2-piece pipe straps sized for outside diameter of pipe, B-Line B2000 Series.
- I. Wall Supports: Pipes 4" and smaller: Carbon steel J-hanger, B-Line B3690. Pipes larger than 4": Welded strut bracket and pipe straps, Type 31 light welded steel bracket, B-Line B3064. Provide Type 32 or Type 33 for heavier loads.
- J. Floor Supports: Hot piping under 6 inch and cold piping: Carbon steel adjustable pipe saddle and nipple attached to steel base stand sized for pipe elevation. Type 38 adjustable pipe saddle, B-Line B3093 and B3088T base stand; or Type 39, B3090 and B3088 base stand. Pipe saddle shall be screwed or welded to appropriate base stand. Hot piping 6 inch and larger: Adjustable Roller stand with base plate, Type 46, B3118SL. Adjustable roller support and steel support sized for elevation, B-Line B3124.
- K. Vertical Supports: Steel riser clamp sized to fit OD of pipe, Type 8, B-Line B3373.
- L. Copper Tubing Supports Hangers shall be sized to fit copper tubing outside diameters. Adjustable steel swivel ring (band type) hanger, Type 10, B-Line B3170CT. Malleable iron ring hanger, Type 12, B-Line B3198RCT or hinged ring hanger B3198HCT. Adjustable steel clevis hanger, Type 1, B-Line B3104CT. For supporting copper tube to strut use plastic inserted vibration isolation clamps, B-Line BVT series.
- M. Plastic Pipe Supports: V-Bottom clevis hanger with galvanized 18-gauge continuous support channel, Type 1, B-Line B3106 and B3106V plastic pipe support channel, to form a continuous support system for plastic pipe or flexible tubing.
- N. Supplementary Structural Supports: Design and fabricate supports using structural quality steel bolted framing materials as manufactured by Cooper B-Line. Channels shall be roll formed, 12 gauge ASTM A1011 SS Grade 33 steel, 1-5/8 inch by 1-5/8 inch or greater as required by loading conditions. Submit designs for pipe tunnels, pipe galleries, etc., to engineer for approval. Use clamps and fittings designed for use with the strut system.

- O. Beam Clamps shall be used where piping is to be suspended from building steel. Clamp type shall be selected on the basis of load to be supported, and load configuration. C-Clamps shall have locknuts and cup point set screws, Type 23, B-Line B351L. Refer to manufacturer's recommendation for setscrew torque. Retaining straps shall be used to maintain the clamps position on the beam where required.
- P. Concrete Inserts: Cast in place spot concrete inserts shall be used where applicable; either steel or malleable iron body, Type 18, B-Line B2500 or B3014. Spot inserts shall allow for lateral adjustment and have means for attachment to forms. Select inserts to suit threaded hanger rod sizes, B-Line N2500 or B3014N series. Continuous concrete inserts shall be used where applicable. Channels shall be 12 gauge, ASTM A1011 SS Grade 33 structural quality carbon steel, complete with Styrofoam inserts and end caps with nail holes for attachment to forms. The continuous concrete insert shall have a load rating of 2,000 lbs./ft. in concrete, B-Line B22I, 32I, or 52I. Select channel nuts suitable for strut and rod sizes.
- Q. For air conditioning and other vibrating system applications, use a clamp that has a vibration dampening insert and a nylon inserted locknut. For copper and steel tubing use B-Line BVT-Series Vibraclamps. For larger tubing or piping subjected to vibration, use neoprene or spring hangers as required. For base mounted equipment use vibration pads, molded neoprene mounts, or spring mounts as required.
- R. Accessories
 - 1. Hanger Rods shall be threaded both ends, or continuous threaded rods of circular cross section. Use adjusting locknuts at upper attachments and hangers. No wire, chain, or perforated straps are allowed.
 - 2. Shields shall be 180 degree galvanized sheet metal, 12 inch minimum length, 18 gauge minimum thickness, designed to match outside diameter of the insulated pipe, B-Line B3151.
 - 3. Pipe protection saddles shall be formed from carbon steel, 1/8 inch minimum thickness, sized for insulation thickness. Saddles for pipe sizes greater than 12 inch shall have a center support rib.
- S. Indoor Finishes: Hangers and clamps for support of bare copper piping shall be coated with copper colored epoxy paint, B-Line Dura-Copper®. Additional PVC coating of the epoxy painted hanger shall be used where necessary. Hangers for other than bare copper pipe shall be zinc plated in accordance with ASTM B633; or shall have an electro-deposited green epoxy finish, B-Line Dura-Green®. Strut channels shall be pre-galvanized in accordance with ASTM A653 SS Grade 33 G90 OR have an electro-deposited green epoxy finish, B-Line Dura-Green®.
- T. Outdoor Finishes: Hangers and strut located outdoors shall be hot dip galvanized after fabrication in accordance with ASTM A123. Hanger hardware shall be hot dip galvanized or stainless steel. Zinc plated hardware is not acceptable for outdoor or corrosive use.
- U. Unistrut (MFMA) Manufacturer Metal Framing System:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Unistrut Corporation
 - b. Cooper B-Line, Inc.
 - c. Flex-Strut Inc.
 - d. Thomas & Betts Corporation.
 - 2. Description: Shop- or field-fabricated pipe-support assembly for supporting multiple parallel pipes. Standard: MFMA-4.
 - 3. Channels: Continuous slotted steel channel with in-turned lips. Channel Nuts: Formed or stamped steel nuts or other devices designed to fit into channel slot and, when tightened, prevent slipping along channel.

- 4. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel.
- 5. Coating: Unistrut Perma-green or similar.
- V. Roof Pipe Stands: Shop- or field-fabricated assemblies made of manufactured corrosion-resistant components to support roof-mounted piping. Assembly of base, vertical and horizontal members, and pipe support, for roof installation without membrane penetration. Bases: One or more; plastic. Vertical Members: Two or more cadmium-plated-steel or stainless-steel, continuous-thread rods. Horizontal Member: Cadmium-plated-steel or stainless-steel rod with plastic or stainless-steel, roller-type pipe support.

2.6 INSULATION

A. General

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Certainteed
 - b. Knauf
 - c. Owens-Corning
 - d. Manson
 - e. John Mansville
 - f. Armstrong
 - g. Aeroflex USA
 - h. Nomaco K-Flex
 - i. Pabco.
- 2. 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.
- 3. Indoors: Materials shall have a flame spread index of less than 25 and a smoke developed index of less than 50 when tested in accordance with ASTM E 84, latest revision.
- 4. Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.
- 5. Provide accessory materials as part of insulation work under his section shall include closure materials, adhesives, mastics, and support materials; shall be as recommended by insulation material manufacturer.

B. Piping Insulation Materials

- 1. Glass Fiber:
 - a. Knauf 1000° Pipe Insulation with ECOSE Technology meeting ASTM C547 Type IV Grade A, ASTM C585, and ASTM C795; rigid, molded, noncombustible per ASTM E136; k value: ASTM C335, 0.23 at 75°F mean temperature. Maximum Service Temperature: 1000°F, or Johns Manville's Micro-Lok[®] *HP* meeting ASTM C547, Type I, maximum service temperature of 850°F meeting the other requirements. Vapor Retarder Jacket: ASJ/SSL conforming to ASTM C1136 Type I, secured with self-sealing longitudinal laps and butt strips.
 - b. PVC Fitting Covers: The Proto Fitting Cover System or Johns Manville Zeston[®] polyvinyl chloride (PVC) parts shall consist of one piece and two piece pre-molded high impact UV-resistant PVC fitting covers with fiberglass inserts and accessories, which include elbows, tee/valves, end caps, mechanical line couplings, and specialty fittings. Fittings shall be made of Zeston[®] or LoSMOKE® grade PVC, 25/50 rated per ASTM E-84. Thermal Value

of fiberglass insert: K value of 0.26 at 75°F; resistance to fungi and bacteria. (ASTM G 21, ASTM G 22): does not promote growth of fungi or bacteria.

- 2. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials.
 - a. 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).
 - b. 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. Materials shall have a maximum thermal conductivity of 0.27 Btu-in/h-ft2- °F at a 75°F mean temperature when tested in accordance with ASTM C 177 or ASTM C 518, latest revisions.
 - d. Materials shall have a maximum water vapor transmission of 0.08 perm-inches when tested in accordance with ASTM E 96, Procedure-A, latest revision.
 - e. Provide Armaflex WB finish for outdoor exposed piping.
- 3. Field-Applied Jackets For Piping: ASTM C 921, Type 1, unless otherwise indicated.
 - a. PVC: Johns Manville's Zeston[®] PVC fittings, jacketing, and accessories or Proto Corporation 25/50 or Indoor/Outdoor, UV-resistant fittings, jacketing and accessories, white. Fitting cover system consists of pre-molded, high-impact PVC materials with fiber glass inserts. Fiber glass insert has a thermal conductivity (k value) of 0.26 at 75° F mean temperature. Closures: stainless steel tacks, matching PVC tape, or PVC adhesive per manufacturer's recommendations.
 - Aluminum Jacket: Factory cut and rolled to required size. Comply with ASTM B 209, 3003 alloy, and H-14 temper. Finish and Thickness: Corrugated finish, 0.010 inch thick. Moisture Barrier: 1-mil- thick, heat-bonded polyethylene and Kraft paper. Elbows: Preformed, 45- and 90-degree, short- and long-radius elbows; same material, finish, and thickness as jacket.
- C. Ductwork Insulation Materials
 - 1. Flexible Fiber Glass Blanket: Glass Mineral Wool Blanket Insulation: Glass Mineral Wool bonded with a bio-based thermosetting resin. Comply with ASTM C 553, Types I, II, and III, ASTM C 1136 Type II, and ASTM C 1290, Type III. UL/ULC Classified per UL 723 for FSK, FHC 25/50 per ASTM E 84 for PSK only.
 - a. Factory-applied jacket: ASJ: White, Kraft paper, fiberglass reinforced scrim with aluminum foil backing; complying with ASTM C 1136, Type I.
 - b. Basis-of-Design Product: Subject to compliance with requirements, provide Knauf Insulation; Atmosphere Duct Wrap.
 - c. Density: 1.5 PCF
 - d. R-Value: R6.0 minimum for 1-1/2" thick blanket (k=0.25).
 - 2. Rigid Fiber Glass Board: Johns Manville's 817 Series Spin-Glass[®] or Knauf Insulation Board with ECOSE Technology meeting ASTM C 612 Type IA and IB; rigid. Maximum Service Temperature: 450°. Density: Minimum 3.0 PCF; R4.2 per inch. Vapor Retarder Jacket: ASJ conforming to ASTM C1136 Type I, or FSK or PSK conforming to ASTM C1136 Type II in combination with protective jacket where necessary. R-Value: R6.0 minimum for 1-1/2" thick blanket (k=0.25).

- 3. Exterior Ductwork:
 - a. Insulation: Rigid foam insulating sheathing, complying with ASTM C 1289; closed cell polyisocyanurate, CFC- and HCFC-free.
 - 1) Thermal Resistance, ASTM C 518: R6 per inch.
 - 2) Compressive Strength, ASTM D 1621: 16 psi or greater.
 - 3) Flexural Strength, ASTM C 203: 40 psi or greater.
 - 4) Water Absorption, ASTM C 209: 0.1 percent by volume.
 - 5) Water Vapor Permeance, ASTM E 96, 0.05 perms.
 - b. High-performance jacketing: VentureClad-1577 or approved equal; high performance jacketing product shall perform well over a wide temperature range; -30°F to +300°F service temperature.
 - 1) Zero permeability, absolute vapor barrier; High puncture and tear resistance
 - 2) Contain tested and approved mold inhibiting agents
 - A 5-ply self-adhesive material shall install easily with no off-site fabrication required. The cold weather acrylic adhesive shall apply easily at temperatures as cold as minus 10°F.
 - 4) Flame spread/smoke developed: 10/20 (UL 723)
 - 5) 6-mil thickness (PSTC-133); Provide in natural aluminum stucco embossed finish.

2.7 MISCELLANEOUS

- A. Grout: ASTM C 1107, Grade B, non-shrink, and nonmetallic, dry hydraulic-cement grout. Characteristics: Post-hardening, volume adjusting, non-staining, non-corrosive, nongaseous, and recommended for interior and exterior applications. Design Mix: 5000-psi, 28-day compressive strength. Packaging: Premixed and factory packaged.
- B. Equipment shall be vibration isolated to prevent vibration transmission to the building structure.

PART 3 - EXECUTION

3.1 DEMOLITION AND REMOVALS

- A. Disconnect, demolish, and remove plumbing and mechanical systems, equipment, and components indicated to be removed.
 - 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - 2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
 - 3. Ducts to Be Removed: Remove portion of ducts indicated to be removed and cap and seal remaining ducts with same or compatible ductwork material.
 - 4. Ducts to Be Abandoned in Place: Cap and seal ducts with same or compatible ductwork material.
 - 5. Equipment to be Removed: Disconnect and cap services and remove equipment.
 - 6. Equipment to be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

- 7. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- B. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 COMMON REQUIREMENTS

- A. Work shall be conducted, installed, and completed in a neat and professional manner reflecting a minimum level of competent workmanship.
- B. The drawings show the general arrangement of systems and equipment but do not show all required fittings and offsets that may be necessary to connect pipes and ductwork to equipment, and to coordinate with other trades. Provide necessary fittings, offsets and runs based on field measurements and at no additional cost. Coordinate with other trades for space available and relative location of equipment and accessories. Pipe and duct location on the drawings shall be altered by contractor where necessary to avoid interferences and clearance difficulties.
- C. Fabricate based on field measurements.
- D. Corrections or comments made on the shop or coordination drawings during the review do not relieve Contractor from compliance with requirements of the drawings and specifications. The Contractor is responsible for: confirming and correcting quantities; checking electrical characteristics and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of other trades; and performing work in a safe and satisfactory manner.
- E. Protection and Cleaning: Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations. Damaged or defective items shall be replaced. Protect finished parts of equipment. Close duct and pipe openings with caps or plugs during installation. Tightly cover and protect fixtures and equipment against dirt, water, chemical, or mechanical injury. At completion of work thoroughly clean fixtures, exposed materials, and equipment.
- F. Provide piping, ductwork, and equipment to allow maximum possible headroom unless specific mounting heights are indicated. Provide equipment level and plumb, parallel, and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- G. Provide equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- H. Coordinate location of piping, ductwork, sleeves, inserts, hangers, and equipment. Locate to clear other construction, services, and utilities.
- I. Provide piping and ductwork in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- J. Provide systems above accessible ceilings to allow sufficient space for ceiling panel removal.
- K. Verify final equipment locations for roughing-in.
- L. Do not enclose, cover, or put into operation until inspected and approved by authorities having jurisdiction.

M. The contract documents indicate required valves, fittings, and accessories. If additional materials are required by code or manufacturer's instructions, they shall be provided at no cost to the owner.

3.3 PIPING INSTALLATIONS

- A. Provide 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.
 - 1. Provide piping to permit valve servicing.
 - 2. Provide equipment and other components to allow right of way for piping installed at required slope.
 - 3. Provide free of sags and bends.
 - 4. Provide unions or flanges at connections to equipment.
 - 5. Provide fittings for changes in direction and branch connections.
 - 6. Make allowances for application of insulation.
- B. Provide piping adjacent to equipment and machines to allow service and maintenance.
- C. Use transition fitting to join dissimilar piping materials. Connect piping in sizes indicated, but not smaller than sizes of unit connections.
- D. Select system components with pressure rating equal to or greater than system operating pressure.
- E. Plastic piping: Piping shall be installed to avoid damage from adjacent light fixtures. In certain construction situations, these plastic pipes may be installed near recessed light fixtures in ceilings. Light fixtures may have exterior temperatures as high as 194°F.
- F. Plumbing: General layout shown, provide piping and components as required by the local plumbing code. A licensed master plumber shall perform or supervise the work and provide layouts, piping, and fittings as required by code.

3.4 PIPING JOINT CONSTRUCTION

- A. Pipe and tube required by the applicable standard to be cleaned and capped shall be delivered to the job site with factory-applied end-caps. Maintain end-caps through shipping, storage, and handling to prevent pipe-end damage and prevent entrance of dirt, debris, and moisture. Protect stored pipe and tube from moisture and dirt. Elevate above grade. When stored inside, do not exceed the structural capacity of the floor. Protect fittings, flanges, and piping specialties from moisture and dirt. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.
- B. Joints shall be fabricated, joined, and tested per the piping and fitting manufacturer's instructions. Joint preparation, setting and alignment, joining process, timing, hanger spacing, and working pressure shall be in accordance with the pipe and fitting manufacturer's specifications.
- C. Join pipe and fittings according to the following requirements and the relevant specification section specifying piping systems.
- D. Ream ends of pipes and tubes and remove burrs. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- E. Installer Qualifications
 - 1. Pipe fitters shall be qualified to the procedure used to perform the pipe joining.

- 2. The contractor is responsible for documenting qualification and training records of each pipe fitter. Pipe fitters shall have current, formal training on the pipe jointing method.
- 3. Contractor must submit documentation that lists personnel assigned to this project prior to beginning construction who have successfully completed formal training conducted by an authorized manufacturer's representative. The Contractor Training documentation shall be specific to the manufacturer of the pipe and fittings.
- 4. Personnel's training documentation must be current and have been updated within the past two (2) years. Training received more than two years prior to operation with no evidence of activity within the past 6 months shall not be considered current.
- 5. Piping Warranty: Contractor shall provide, and document required training and required by the piping system manufacturer in order to maintain the piping manufacturer's warranty.
- F. Provide dielectric isolation at the connection of the dissimilar piping (copper and steel).
- G. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- H. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8/A5.8M.
- I. Threaded Joints:
 - 1. Thread pipe with tapered pipe threads complying with ASME B1.20.1.
 - 2. Cut threads full and clean using sharp dies.
 - 3. Ream threaded pipe ends to remove burrs and restore full inside diameter of pipe.
 - 4. Apply appropriate tape or thread compound to external pipe threads unless dry-seal threading is specified.
 - 5. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- J. Press connections:
 - 1. The joints shall be pressed using the tools approved by the manufacturer.
 - 2. Always examine the pipe to ensure it is fully inserted into the fitting prior to pressing the joint.
 - 3. Pipe ends shall be cut on a right angle (square) to the pipe.
 - 4. Copper: The tubing shall be fully inserted into the fitting and the tubing marked at the shoulder of the fitting. The fitting alignment shall be checked against the mark on the tubing to assure the tubing is fully engaged (inserted) in the fitting. The joints shall be pressed using the tools approved by the manufacturer.
 - 5. Steel: Pipe ends shall be reamed chamfered, and paint, lacquer, grease, oil, or dirt shall be removed from the pipe end with an abrasive cloth, or with the Rigid MegaPress pipe end prep tool. Sealing elements shall be verified for the intended use. Visually examine the fitting sealing element to ensure there is no damage. Utilizing a Viega insertion depth inspection gauge mark the tube wall, with a felt tip pen, at the appropriate location, or insert the pipe fully into the fitting and mark the pipe wall at the face of the fitting.
- K. Joint Construction for Solvent-Cemented Plastic Piping: Clean and dry joining surfaces. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements. Apply primer. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix. PVC Piping: Join according to ASTM D 2855.

3.5 PIPE PENETRATIONS, SLEEVES, & ESCUTCHEONS

- A. Pipe penetrations shall be sealed, provide sealants for pipe penetrations
- B. Provide allowance for thermal expansion and contraction of copper tubing passing through a wall, floor, ceiling, or partition by wrapping with an approved tape or pipe insulation or by installing through an appropriately sized sleeve.
- C. Sleeve Clearance: Sleeve through floors, walls, partitions, and beams shall be one inch greater in diameter than external diameter of pipe. Sleeve for pipe with insulation shall be large enough to accommodate the insulation.
- D. Provide sleeves for pipes passing through concrete and masonry construction. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint. Cut sleeves to length for mounting flush with both surfaces. Provide sleeves in new walls and slabs as new walls and slabs are constructed. Provide steel pipe sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Piping through concrete or masonry shall not be subject to any load from the building construction.
 - 1. Sleeves are not required in drywall construction.
 - 2. Sleeves are not required for core-drilled holes. Provide core drilling as required.
- E. To prevent accidental liquid spills from passing to a lower level, provide the following:
 - 1. For sleeves: Extend sleeve 1-1/2 inch above finished floor and provide sealant for watertight joint.
 - 2. For blocked out floor openings: Provide 1-1/2 inch angle set in silicone adhesive around opening.
 - 3. For drilled penetrations: Provide 1-1/2 inch angle ring or square set in silicone adhesive around penetration.
- F. 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 Division 7.
- G. Escutcheons:
 - 1. Provide escutcheons at wall, floor, and ceiling penetrations in exposed finished locations and within cabinets and millwork.
 - 2. Provide escutcheons with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.
 - 3. Use deep-pattern escutcheons if required to conceal protruding pipe fittings.
- H. Plastic and copper piping penetrating framing members, and within one-inch of the framing, shall be protected with 10-gauge steel nailing plates. The steel plate shall extend along the framing member a minimum of 1.5" beyond the OD of the pipe or tubing.

3.6 PIPE HANGER AND SUPPORT INSTALLATION

- A. Metal Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Provide 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. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or provide intermediate supports for smaller diameter pipes as specified for individual pipe hangers. 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: Provide per manufactures recommendations and calculations.
- D. Thermal-Hanger Shield Installation: Provide in pipe hanger or shield for insulated piping.
- E. Fastener System Installation: Provide powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches thick in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Provide fasteners according to powder-actuated tool manufacturer's operating manual. Provide mechanical-expansion anchors in concrete after concrete is placed and completely cured. Provide fasteners according to manufacturer's written instructions.
- F. Roof Pipe Stand Installation: Provide per manufactures recommendations and calculations. Pipe Stand Types except Curb-Mounted Type: Assemble components and mount on smooth roof surface. Do not penetrate roof membrane. Curb-Mounted-Type Pipe Stands: Assemble components or fabricate pipe stand and mount on permanent, stationary roof curb.
- G. Provide 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. Provide hangers and supports to allow controlled thermal or 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.
- J. Provide lateral bracing with pipe hangers and supports to prevent swaying.
- K. Provide building attachments within concrete slabs or attach to structural steel. Provide additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Provide concrete inserts before concrete is placed; fasten inserts to forms and provide reinforcing bars through openings at top of inserts.
- L. Provide allowances must be made for expansion and contraction of the piping system. Since changes in direction in the system are usually sufficient to allow for expansion and contraction, hangers must be placed so as not to restrict this movement
- M. Pipe Slopes: Provide hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by plumbing code and ASME B31.9 for building services piping. Piping shall be supported in such a manner as to maintain its alignment and prevent sagging.
- N. Support vertical runs at roof, at each floor, and at 10-foot intervals between floors.
- O. Insulated Piping: Attach clamps and spacers to piping.
 - 1. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
 - 2. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
- P. Equipment Supports: Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above floor. Grouting: Place grout under supports for equipment and make bearing surface smooth. Provide lateral bracing, to prevent swaying, for equipment supports.

- Q. Metal Fabrications: Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers and equipment supports. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations. 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. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals. Obtain fusion without undercut or overlap. Remove welding flux immediately. Finish welds at exposed connections so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.
- R. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches.
- S. Hanger and Support Schedule
 - 1. Comply with MSS SP-69 for pipe-hanger selections and applications that are not specified in piping system Sections.
 - 2. Comply with MSS SP-69 for trapeze pipe-hanger selections and applications that are not specified in piping system Sections.
 - 3. Comply with MFMA-103 for metal framing system selections and applications that are not specified in piping system Sections.
- T. Hanger Spacing
 - 1. Support piping and tubing not listed below according to MSS SP-69 and manufacturer's written instructions.
 - 2. Load Distribution: Provide hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment. Space hangers according to pipe manufacturer's written instructions for service conditions. Avoid point loading.
 - 3. Space and provide hangers with the fewest practical rigid anchor points.
 - 4. Piping shall be supported at intervals sufficiently close to maintain correct pipe alignment and to prevent sagging or grade reversal.
 - 5. Pipe shall be supported at branch ends and at changes of direction.
 - 6. Provide hangers for copper piping with the following maximum horizontal spacing and minimum rod sizes:
 - a. NPS $\frac{1}{2}$ and $\frac{3}{4}$: Maximum span, 5 feet; minimum rod size, $\frac{1}{4}$ inch.
 - b. NPS 1: Maximum span, 6 feet; minimum rod size, 1/4 inch.
 - c. NPS 1-1/4: Maximum span, 7 feet; minimum rod size, 3/8 inch.
 - d. NPS 1-1/2 to 2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 - e. NPS 2-1/2: Maximum span, 9 feet; minimum rod size, 3/8 inch.
 - f. NPS 3: Maximum span, 10 feet; minimum rod size, 3/8 inch.
 - g. NPS 4: Maximum span, 10 feet; minimum rod size, 1/2 inch.
 - h. Maximum vertical steel and copper pipe attachment spacing: 10 feet.
 - 7. Piping Hangers for Plastic Piping:
 - a. Hangers shall not compress, distort, cut, or abrade the piping.
 - b. Hangers shall be placed next to the pipe joint not more than 18" from the point joint.
 - c. Maximum horizontal spacing and minimum rod diameters (pipe temperature 100°F or lower).
 - d. Solvent cemented PVC
 - 1) NPS 2 and smaller: 48" with 3/8-inch rod.
 - 2) NPS 2-1/2: 48" with 1/2-inch rod.

- 3) NPS 3: 48" with 1/2-inch rod.
- 4) NPS 4: 48" with 5/8-inch rod.
- 5) NPS 6: 48" with 3/4-inch rod.
- 6) NPS 8: 48" with 7/8-inch rod.
- 7) NPS 10: 48" with 7/8-inch rod.
- 8) NPS 12: 48" with 7/8-inch rod.
- e. Solvent cemented CPVC
 - 1) NPS 1 and smaller: 36" with 3/8-inch rod.
 - 2) NPS 1-1/4 to NPS 3: 60" with 3/8-inch rod.
 - 3) NPS 3: 60" with 1/2-inch rod.
 - 4) NPS 4: 60" with 5/8-inch rod.
 - 5) NPS 6 and 8: 60"with 3/4-inch rod.
- 8. Provide supports for vertical piping every 10 feet.
- U. Support vertical piping independently of connected horizontal piping. Support vertical pipes at base and at every floor. Wherever possible, locate riser clamps directly below pipe couplings or shear lugs.
- V. Place a hanger within 12 inches of each horizontal elbow.

3.7 VALVE INSTALLATION

- A. Valves shall be installed in accordance with the manufacturer's recommendations.
- B. Provide valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown. Locate valves for easy access and provide separate support where necessary.
- C. Provide valves in horizontal piping with stem at or above center of pipe.
- D. Provide valves in position to allow full stem movement.
- E. Provide strainers on supply side of each control valve and elsewhere as indicated or recommended by component manufacturer to have strainer protection. Provide valved drain and hose connection on strainer blow down connection.
 - 1. Provide with provisions for service clearance.
 - 2. Remove and clean strainer after 24 hours of operation and after 30 days of operation.
- F. Control valves shall be installed so that they are accessible and serviceable and so that actuators may be services and removed without interference from structure or other pipes and/or equipment.
- G. Isolation valves shall be installed so that the control valve body may be serviced without draining the supply/return side piping system. Unions shall be installed at connections to screw-type control valves.
- H. Provide check valves at each pump discharge and elsewhere as required to control flow direction.
- I. Provide hose end drain valves for equipment, at base of each water riser, at low points in horizontal piping, and where required to drain water piping.

3.8 IDENTIFICATION

- A. Provide equipment markers on each item of scheduled equipment. Data required for markers may be included on signs, and markers may be omitted if both are indicated. Locate markers where accessible and visible. Equipment located above the ceiling that requires servicing shall be labeled on the ceiling using a labeling machine.
 - 1. Letters shall be ¹/₄" high, black.
 - 2. Label equipment above ceiling that requires servicing or access. Locate labels on the ceiling grid, adjacent to the ceiling tile that provides the best access to the valve or item that requires servicing.
- B. Piping Identification:
 - 1. Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; mechanical rooms; accessible maintenance spaces such as shafts and plenums; and exterior exposed locations as follows:
 - a. Near each valve and control device.
 - b. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
 - c. Near penetrations and on both sides of through walls, floors, ceilings, and inaccessible enclosures.
 - d. At access doors and similar access points that permit view of concealed piping.
 - e. Near major equipment items and other points of origination and termination.
 - f. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.
 - g. On piping above removable acoustical ceilings. Omit intermediately spaced labels.
 - 2. Directional Flow Arrows: Arrows shall be provided to indicate direction of flow in pipes, including pipes where flow is allowed in both directions.
 - 3. Apply "Electric Traced" labels to the outside of heat-traced insulation.
- C. Relocate mechanical identification materials and devices that have become visually blocked by other work. Clean faces of mechanical identification devices.

3.9 INSULATION INSTALLATION

- A. General Application Requirements
 - 1. Ship insulation materials in containers marked by manufacturer with appropriate ASTM specification designation, type and grade, and maximum use temperature. Insulation materials and accessories covered by this specification shall be delivered to the job site and stored in a safe, dry place with appropriate labels and/or other product identification. Store tapes, adhesives, mastics, cements, and insulation materials in ambient conditions in accordance with the recommendations of the manufacturer. Follow manufacturer's recommended handling practices. The contractor shall use whatever means are necessary to protect the insulation materials and accessories before, during, and after installation. No insulation material shall be installed that has become damaged in any way. The contractor shall also use all means necessary to protect work and materials installed by other trades. Contractor shall take precaution to protect insulation. Any fiber glass insulation that becomes wet or torn should be replaced at no additional cost. Air handling insulation used in the air stream must be discarded if exposed to water
 - 2. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application. Verify that systems to be insulated have been tested and are free of defects. Verify that surfaces to be insulated are clean

and dry. Proceed with installation only after unsatisfactory conditions have been corrected. Before starting work under this section, carefully inspect the site and installed work of other trades and verify that such work is complete to the point where installation of materials and accessories under this section can begin. Ensure that pipe and fitting surfaces over which insulation is to be installed are clean and dry. Ensure that insulation is clean, dry, and in good mechanical condition with factory-applied vapor or weather barriers intact and undamaged. Wet, dirty, or damaged insulation shall not be acceptable for installation. Ensure that pressure testing of piping and fittings has been completed prior to installing insulation.

- 3. Installer Qualifications: Skilled mechanics shall have successfully completed an apprenticeship program or another craft training program.
- 4. Provide insulation materials, accessories, and finishes according to the manufacturer's written instructions; with smooth, straight, and even surfaces; free of voids throughout, including the length of ducts and fittings, valves, and specialties. Provide per "National Commercial & Industrial Insulation Standards" MICA Manual.
- 5. Provide insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each system as specified in insulation system schedules.
- 6. Provide accessories compatible with insulation materials and suitable for the service.
- 7. Provide insulation with longitudinal seams at top and bottom of horizontal pipe runs and equipment. Provide multiple layers of insulation with longitudinal and end seams staggered.
- 8. There shall be no glass fibers exposed to the air. Bond seams and joints with adhesive recommended by the insulation material manufacturer.
- 9. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- 10. Seal joints and seams with vapor-retarder mastic on insulation indicated to receive a vapor retarder.
- 11. Keep insulation materials dry during application and finishing.
- 12. Provide insulation over fittings, valves, and specialties, with continuous thermal and least number of joints practical.
- 13. Provide removable insulation covers at fittings and equipment that require servicing and locations with service requirements.
- 14. Locate seams in the least visible location.
- 15. Cold surfaces that may "sweat" must be insulated. Vapor barrier must be maintained, insulation shall be applied with a continuous, unbroken moisture and vapor seal. Hangers, supports, anchors, or other projections that are secured to cold surfaces shall be insulated and vapor sealed to prevent condensation.
- 16. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic. Provide insulation continuously through hangers and specialties around anchor attachments. 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. Provide insert materials and provide insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
- 17. For above-ambient services, do not install insulation to the following: testing agency labels and stamps, nameplates, and cleanouts.
- 18. Insulation thicknesses and installations shall meet or exceed the requirements of the local energy code, or thicknesses indicated, whichever is of superior insulating performance. If piping type is omitted from list below, provide insulation per energy code or as per similar duty.
- 19. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- 20. Provide insulation with factory-applied jackets as follows:
 - a. Draw jacket tight and smooth.
 - b. 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.

- c. 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. For below ambient services, apply vapor-barrier mastic over staples.
- d. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
- e. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.
- 21. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- 22. Insulate instrument connections for specialties (examples: thermometers, sensors, etc.) 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.
- 23. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- 24. 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.
- B. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Provide insulation continuously through walls and partitions.
- C. Insulation Installation at Fire-Rated Penetrations:
 - 1. Fire Dampers: 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.
 - 2. Pipe or duct penetrations (no fire damper): Provide insulation continuously through penetrations of fire-rated walls and partitions. Comply with requirements in Division 7 for firestopping and fire-resistive joint sealers.
- D. Jackets And Finishes
 - 1. Where PVC jackets are indicated, provide with 1-inch overlap at longitudinal seams and end joints, for horizontal applications. Seal with manufacturers recommended adhesive. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.
 - 2. Where metal jackets are indicated, provide 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. Flexible Elastomeric: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating. Prior to applying the finish, the insulation shall be wiped clean with denatured alcohol. The finish shall not be tinted. To insure good adhesion, the temperature should be above 50°F during application and drying.
 - 4. Outdoor exposed piping shall be painted with two coats of Armaflex WB Finish. Prior to applying the Finish, the insulation shall be wiped clean with denatured alcohol. The Finish shall not be tinted. Outdoor exposed piping shall have the seams located on the lower half of the pipe.
 - 5. Pipe Insulation with ASJ, Glass-Cloth, or other paintable jacket material: Paint jacket with paint system identified below and as specified in Division 9.
 - 6. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.
- E. Installation Of Piping Insulation
 - 1. Metal shields shall be provided between hangers or supports and the piping insulation.

- 2. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:
 - a. Provide insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
 - b. 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.
 - c. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Provide 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.
 - h. For services not specified to receive a field-applied jacket except for flexible elastomeric, provide 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.
- 3. Flexible Elastomeric Insulation
 - a. Seal longitudinal seams and end joints with manufacturers recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
 - b. Insulation Installation on Pipe Flanges: Provide pipe insulation to outer diameter of pipe flange. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation. 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. Secure insulation to flanges and seal seams with manufacturers recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
 - c. Insulation Installation on Pipe Fittings and Elbows: Provide mitered sections of pipe insulation. 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: Provide preformed valve covers manufactured of same material as pipe insulation when available. When preformed valve covers are not available, provide 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. Provide insulation to flanges as specified for flange insulation

application. 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.

- 4. Application schedules identify piping system and indicate pipe size ranges and material, thickness, and jacket requirements. For piping systems not indicated, insulate to with a similar thickness and type as those specified.
- 5. AC pan drain or other cold drain piping: Flexible Elastomeric, ¹/₂" thickness.
- 6. Refrigerant:
 - a. Pipe size 1-1/4" and less: Glass Fiber, 3/4" thickness.
 - b. Pipe size 1-1/2" and larger: Glass Fiber, 1" thickness.
 - c. VRF: Insulate piping in accordance with VRF manufacturer's instructions. Refer to se3ction 238129.
 - d. Ductless split: 3/4" Flexible elastomeric for liquid and gas piping
- F. Installation of Ductwork Insulation
 - 1. Flexible Fiberglass Blanket Insulation Installation:
 - a. Secure with adhesive and insulation pins. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces. Apply adhesive to entire circumference of ducts and to surfaces of fittings and transitions.
 - b. Firmly butt joints.
 - c. Provide either capacitor-discharge-weld pins and speed washers or cupped-head, capacitordischarge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts.
 - d. 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.
 - e. Provide insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Provide insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
 - f. 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.
 - 2. For ducts and plenums with surface temperatures below ambient, provide 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. Provide vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal. Provide vapor stops for ductwork and plenums operating below 50°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.
 - 3. Fire-rated insulation system installation: Where fire-rated insulation system is indicated, secure system to ducts and duct hangers and supports to maintain a continuous fire rating. Insulate duct access panels and doors to achieve same fire rating as duct.
 - 4. For duct systems not indicated, insulate to with a similar thickness and type as those specified. Insulation thicknesses and installations shall meet or exceed the requirements of the local energy code, or thicknesses indicated, whichever is of superior insulating performance.

- 5. Items Not Insulated: Unless otherwise indicated, do not apply insulation to the following systems, materials, and equipment: Flex connectors, metal ducts with duct liner, factory-insulated flexible ducts, factory-insulated plenums, casings, and access doors.
- 6. Supply Ducts (DOAS):
 - a. Concealed or Unconditioned: Flexible Fiber Glass Blanket; 1.5" thickness, R6 minimum.
 - b. Exposed to heated or non-air conditioned spaces: Flexible Fiber Glass Blanket; 1.5" thickness R6 minimum.
 - c. Exposed to Air-Conditioned Space: None
- 7. ERU Ductwork:
 - a. SA between ERU and duct heating coil: 1.5" thickness, R6 minimum.
 - b. SA after heating coil: None.
 - c. RA: None
 - d. EA: Yes, see below.
 - e. OA: Yes, see below.
- 8. Relief, outside air, or exhaust plenums at louvers: Flexible Rigid Fiberglass Board; 2" thickness.
- 9. OA ducts between the intake plenum and the air handling unit: Flexible Fiber Glass Blanket; 1.5" thickness.
- 10. Relief or exhaust ducts within 20 feet of the exterior: Flexible Fiber Glass Blanket; 1.5" thickness.
- 11. Return ducts within conditioned space: None required.
- 12. Exterior spaces (Supply/Exhaust): R-12, 3" thickness.

3.10 ERECTION OF SUPPORTS AND ANCHORAGES

- A. Fasten wall-hanging items securely to supports attached to building substrate if supports are specified and to building wall construction if no support is indicated. Fasten recessed-type items to reinforcement built into walls.
- B. Wood: Cut, fit, and place wood grounds, nailers, blocking, and anchorages to support, and anchor materials and equipment. Select fastener sizes that will not penetrate members if opposite side will be exposed to view or will receive finish materials. Tighten connections between members. Provide fasteners without splitting wood members. Attach to substrates as required to support applied loads.
- C. Metal: Provide in accordance with Division 5. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor materials and equipment. Field Welding: Comply with AWS D1.1.
- D. Grouting: Provide per manufacturer's instructions. Mix and provide grout for equipment base bearing surfaces, pump and other equipment base plates, and anchors. Clean surfaces that will come into contact with grout. Provide forms as required for placement of grout. Avoid air entrapment during placement of grout. Place grout, completely filling equipment bases. Place grout on concrete bases and provide smooth bearing surface for equipment. Place grout around anchors. Cure placed grout.

3.11 FIRESTOPPING

A. Provide through-penetration firestop systems to comply with firestop system manufacturer's written installation instructions and published drawings for products and applications indicated.

- B. UL-Classified Systems shall be provided for rated walls and floors.
- C. Engage an experienced installer who is certified, licensed or otherwise qualified by the firestopping manufacturer as having been provided the necessary training to provide firestop products per specified requirements.
- D. Coordinate construction of openings and penetrating items to ensure that through-penetration firestop systems are provided according to specified requirements.
- E. Provide through-penetration firestop systems that are compatible with one another, with the substrates forming openings, and with the items, if any, penetrating through-penetration firestop systems, under conditions of service and application, as demonstrated by through-penetration firestop system manufacturer based on testing and field experience.
- F. Provide components for each through-penetration firestop system that are needed to provide fill materials. Use only components specified by the firestopping manufacturer and approved by the qualified testing agency for the designated fire-resistance-rated systems.
- G. General: Use only through-penetration firestop system products that have been tested for specific fireresistance-rated construction conditions conforming to construction assembly type, penetrating item type, annular space requirements, and fire-rating involved for each separate instance. Keep areas of work accessible until inspection by authorities having jurisdiction.
- H. Inspecting Agency: Owner may engage a qualified, independent inspecting agency to inspect throughpenetration firestops. Independent inspecting agency shall comply with ASTM E 2174 requirements including those related to qualifications, conducting inspections, and preparing test reports. Where deficiencies are found, repair or replace through-penetration firestop systems so they comply with requirements. Proceed with enclosing through-penetration firestop systems with other construction only after inspection reports are issued and firestop installations comply with requirements.
- I. Provide final protection and maintain conditions during and after installation that ensure that throughpenetration firestop systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated through-penetration firestop systems immediately and provide new materials to produce systems complying with specified requirements.

3.12 PAINTING

- A. Painting of plumbing and mechanical systems, equipment, and components is specified in Division 9.
- B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.13 ROOFING

- A. Refer to Division 7.
- B. Coordinate installation of roof curbs, equipment supports, and roof penetrations.
- C. Do not locate mechanical equipment within 10 feet of the roof edge.
- D. Roof Edge Fall Protection: Basis of Design: Keegard "Rooftop Guardrail for Narrow Spaces", or equal. Provide freestanding/non-penetrating roof edge protection system, including pipe railings, uprights,

bases, counterweights, and fittings. Freestanding counterweighted guardrail system with 42 inches minimum height to provide a pedestrian egress barrier on the roof to withstand a minimum load of 200 lb. in any direction to the top rail per OSHA Regulation 29 CFR 1910.23. Pipe: Steel, 1-1/2 inches schedule 40, galvanized, galvanized or stainless steel construction. Provide galvanized steel bases are galvanized with a rubber pad on underside of the component (set on roof, without disturbing existing adhered roof membrane).

3.14 PROJECT CLOSEOUT

A. Starting and Adjusting

- 1. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- 2. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- 3. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- 4. Provide commissioning per manufacturer's instructions. This start-up shall include verification of proper installation, system initiation, adjustment, and fine tuning.
- 5. Start-up shall not be considered complete until the sequence of operation, including alarms, has been sufficiently demonstrated to the Owner or Owner's designated representative. This jobsite visit shall occur only after hook-ups, tie-ins, and terminations have been completed and signed-off on the manufacturer's start-up request form.
- B. Follow Closeout procedures as per Division 1.
- C. Provide Demonstration and Training in accordance Division 1.
- D. Provide Project Record Documents in accordance with Division 1. In addition, per ASHRAE 90.1-2016: Provide record drawings of the actual installation to the building owner. Record drawings shall include, as a minimum, the location and performance data on each piece of equipment; general configuration of the duct and pipe distribution system, including sizes; and the terminal air or water design flow rates.
- E. Per ASHRAE 90.1-2016: Provide an operating manual and a maintenance manual to the building owner. Manuals shall include, at a minimum, the following:
 - 1. Submittal data stating equipment size and selected options for each piece of equipment requiring maintenance.
 - 2. Operation manuals and maintenance manuals for each piece of equipment and system requiring maintenance, except equipment not furnished as part of the project. Required routine maintenance actions shall be clearly identified.
 - 3. Names and addresses of at least one service agency.
 - 4. HVAC controls system maintenance and calibration information, including wiring diagrams, schematics, and control sequence descriptions. Desired or field-determined set points shall be permanently recorded on control drawings at control devices or, for digital control systems, in programming comments.

END OF SECTION 23 05 00

SECTION 23 05 93

TESTING, ADJUSTING, AND BALANCING

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 Section: "Common Work Results"

1.2 SUMMARY

A. Section includes Testing, Adjusting, and Balancing.

1.3 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. TAB reports.
- C. Sample report forms.
- D. Instrument calibration reports.

1.4 QUALITY ASSURANCE

- A. Instrumentation Type, Quantity, Accuracy, and Calibration: Comply with requirements in ASHRAE 111, Section 4, "Instrumentation."
- B. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.7.2.3 "System Balancing."
- C. TAB is required to comply with governing codes and requirements of authorities having jurisdiction.

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, gauge 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 equipment performance data, including fan and pump curves.
 - 1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
 - 2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems Duct Design." Compare results with the design data and installed conditions.
- F. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
- G. Examine test reports specified in individual system and equipment Sections.
- H. Examine HVAC equipment and verify that bearings are greased, filters are clean, and equipment with functioning controls is ready for operation.
- I. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible, and their controls are connected and functioning.
- J. Examine control valves for proper installation for their intended function of isolating, throttling, diverting, or mixing fluid flows.
- K. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- L. Examine system pumps to ensure absence of entrained air in the suction piping.
- M. Examine operating safety interlocks and controls on HVAC equipment.
- N. Examine control dampers for proper installation for their intended function of isolating, throttling, diverting, or mixing air flows.

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. VFD startup is complete, and safeties are verified.
 - 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 in accordance with the procedures contained in AABC's "National Standards for Total System Balance" and in this Section.
- B. Cut insulation, ducts, pipes, and equipment casings 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. Where holes for probes are required in piping or hydronic equipment, install pressure and temperature test plugs to seal systems.
 - 3. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish. Provide in accordance with Section 23 05 00 "Common Work Results".
- C. Mark equipment and balancing devices, damper-control positions, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.

3.4 TESTING, ADJUSTING, AND BALANCING OF EQUIPMENT

- A. Test, adjust, and balance scheduled HVAC equipment.
- B. Minimum Fan or Pump Speed

- 1. Start the fan or pump.
- 2. Manually set speed minimum allows by VFD or equipment manufacaturer, unless otherwise indicated in control sequences.
- 3. Observe the fan/pump in the field to ensure it is visibly rotating. If it is not, gradually increase speed until it is.
- 4. The speed at this point shall be the minimum speed setpoint for this piece of equipment.

3.5 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems' Record drawings duct layouts.

3.6 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 main Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses close to the fan and prior to any outlets, to obtain total airflow.
 - c. Where duct conditions are unsuitable for Pitot-tube traverse measurements, a coil traverse may be acceptable.
 - 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. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload occurs. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.
- B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows.
 - 1. Measure airflow of submain and branch ducts.
 - 2. Adjust submain and branch duct volume dampers for specified airflow.
 - 3. Re-measure each submain and branch duct after all have been adjusted.
- C. Adjust air inlets and outlets for each space to indicated airflows.
 - 1. Set airflow patterns of adjustable outlets for proper distribution without drafts.
 - 2. Measure inlets and outlets airflow.
 - 3. Adjust each inlet and outlet for specified airflow.
 - 4. Re-measure each inlet and outlet after they have been adjusted.

- 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, speed, 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.

3.7 PROCEDURES FOR MOTORS

- A. Motors 1/2 HP and Larger: Test at final balanced conditions and record the following data:
 - 1. Manufacturer's name, model number, and serial number.
 - 2. Motor horsepower rating.
 - 3. Motor rpm.
 - 4. 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.

3.8 HVAC CONTROLS VERIFICATION

- A. In conjunction with system balancing, perform the following:
 - 1. Verify HVAC control system is operating within the design limitations.
 - 2. Confirm that the sequences of operation comply with Contract Documents.
 - 3. Verify that controllers are calibrated and function as intended.
 - 4. Verify that controller set points are as indicated.
 - 5. Verify the operation of lockout or interlock systems.
 - 6. Verify the operation of valve and damper actuators.
 - 7. Verify that controlled devices are properly installed and connected to correct controller.
 - 8. Verify that controlled devices travel freely and are in position indicated by controller: open, closed, or modulating.
 - 9. Verify location and installation of sensors to ensure that they sense only intended temperature, humidity, or pressure.
- B. Reporting: Include a summary of verifications performed, remaining deficiencies, and variations from indicated conditions.

3.9 TOLERANCES

- A. Set system's airflow rates and water flow rates within the following tolerances:
 - 1. Supply, Return, and Exhaust Fans and Equipment with Fans: +/- 10 percent. If design value is less than 100 CFM, within 10 CFM.
 - 2. Air Outlets and Inlets: +/- 10 percent. If design value is less than 100 CFM, within 10 cfm.
- B. Maintaining pressure relationships as designed shall have priority over the tolerances specified above.

3.10 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
 - 1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
 - 2. Include a list of instruments used for procedures, along with proof of calibration.
 - 3. Certify validity and accuracy of field data.
- B. Final Report Contents: In addition to certified field-report data, include the following:
 - 1. Pump curves.
 - 2. Fan curves.
 - 3. Manufacturers' test data.
 - 4. Field test reports prepared by system and equipment installers.
 - 5. Other information relative to equipment performance; do not include Shop Drawings and Product Data.
- C. General Report Data: In addition to form titles and entries, include the following data:
 - 1. Title page.
 - 2. Name and address of the TAB specialist.
 - 3. Project name.
 - 4. Project location.
 - 5. Architect's name and address.
 - 6. Engineer's name and address.
 - 7. Contractor's name and address.
 - 8. Report date.
 - 9. Signature of TAB supervisor who certifies the report.
 - 10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
 - 11. Summary of contents, including the following:
 - a. Indicated versus final performance.
 - b. Notable characteristics of systems.
 - c. Description of system operation sequence if it varies from the Contract Documents.
 - 12. Nomenclature sheets for each item of equipment.
 - 13. Data for terminal units, including manufacturer's name, type, size, and fittings.
 - 14. Notes to explain why certain final data in the body of reports vary from indicated values.
 - 15. Test conditions for fans performance forms, including the following:
 - a. Settings for outdoor-, return-, and exhaust-air dampers.
 - b. Conditions of filters.
 - c. VFD settings for variable-air-volume systems.
 - d. Settings for pressure controllers.
 - e. Other system operating conditions that affect performance.
 - 16. Test conditions for pump performance forms, including the following:
 - a. VFD settings for variable-flow hydronic systems.
 - b. Settings for pressure controller(s).
 - c. Other system operating conditions that affect performance.

- D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:
 - 1. Quantities of outdoor, supply, return, and exhaust airflows.
 - 2. Water and steam flow rates.
 - 3. Duct, outlet, and inlet sizes.
 - 4. Pipe and valve sizes and locations.
 - 5. Terminal units.
 - 6. Balancing stations.
 - 7. Position of balancing devices.
- E. Test, Adjust, & Balance Data: <u>Provide test data for scheduled systems and equipment as required by</u> the most recent edition of the "AABC National Standards."

3.11 VERIFICATION OF TAB REPORT

- A. Commissioning Authority shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to the lesser of either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day.
- B. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."
- C. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the TAB shall be considered incomplete and shall be rejected.
- D. If recheck measurements find the number of failed measurements noncompliant with requirements indicated, proceed as follows:
 - 1. TAB specialists may recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection. All changes shall be tracked to show changes made to previous report.
 - 2. If the second final inspection also fails, Owner may pursue others Contract options to complete TAB work.
- E. Prepare test and inspection reports.

END OF SECTION 23 05 93

SECTION 23 09 00

DIRECT DIGITAL CONTROL (DDC) SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide all labor, materials, equipment, and service necessary for a complete and operating building automation system.
- B. The Controls Contractor's work shall consist of the provision of all labor, materials, special tools, equipment, enclosures, power supplies, software, software licenses, project-specific software configurations and database entries, interfaces, wiring, tubing, installation, labeling, engineering, calibration, documentation, submittals, testing, verification, training services, permits and licenses, transportation, shipping, handling, administration, supervision, management, insurance, warranty, specified services and items required by the Contract that are required for the functional turn-key operation of the complete and fully functional Controls Systems. Documents are diagrammatic only. Equipment and labor not specifically referred to herein or on the plans, which are required to meet the functional intent, shall be provided without additional cost to the Owner.
- C. The temperature control system for the facility shall be DDC, integrated via Bacnet protocol with the University of Maine at Augusta's existing Schneider Building Automation System. In general, the system shall monitor and control all individual control components within the facility and shall integrate with the facility's "front end" BAS.
- D. Project scope shall include but not necessarily be limited to the following:
 - 1. Bacnet integration with the factory installed controller at the Dedicated Outdoor Air System (DOAS) unit, for remote monitoring and start/stop scheduling, including fans, supplemental electric heat, economizer bypass, discharge air temperature, and wheel speed control as specified in Sections 23 09 93 and 23 74 33.
 - 2. Bacnet integration with energy recovery ventilator for start/stop and monitoring (refer to Section 23 72 00).
 - 3. Bacnet IP integration for enabling, monitoring, and setpoint adjustment of the VRF Heat Recovery Heat Pump system. Refer to sections 23 09 93 and 23 81 31. BAS shall stage existing panel radiators as required for supplemental space heating.
 - 4. Provide revisions to the existing graphics to reflect the added control parameters and systems.
 - 5. Bacnet integration for the package equipment control systems as specified in individual sections shall include remote monitoring capabilities through the BAS for all points available in the individual controller. It shall further include programming for system start/stop, status alarm, and operational status.
- E. Bacnet integration for the package equipment control systems as specified in individual sections shall include remote monitoring capabilities through the BAS for all points available in the individual controller. It shall further include programming for system start/stop, status alarm, and operational status.
- F. Related Sections include the following:
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
 - 2. Division 26 Section "Fire Alarm"
 - 3. Division 23 Section "Common Work Results for Mechanical"

- 4. Division 23 Sections with controller interfaces shall be integrated with the work of this Section.
- Division 23 Section "Testing, Adjusting, and Balancing" 5.
- 6. Division 26

1.2 ACTION SUBMITTALS

- Α. 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 power requirements, and limitations of ambient operating environment, including temperature and humidity.
 - Product description with complete technical data, performance curves, and product specification 3. sheets.
 - 4. Installation, operation and maintenance instructions including factors effecting performance.
 - Bill of materials of indicating quantity, manufacturer, and extended model number for each unique 5. product.
 - 6. When manufacturer's product datasheets apply to a product series rather than a specific product model, clearly indicate and highlight only applicable information.
 - Each submitted piece of product literature shall clearly cross reference specification and drawings 7. that submittal is to cover.
- B. Software Submittal:
 - Cross-referenced listing of software to be loaded on each operator workstation and DDC 1. 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.
 - Include a flow diagram and an outline of each subroutine that indicates each program variable 4. name and units of measure.
 - 5. Description of operator interface to alphanumeric and graphic programming.
 - Description of each network communication protocol. 6.
 - 7. 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.
 - 8. 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.
- C. Shop Drawings:
 - 1. General Requirements:
 - Include cover drawing with Project name, location, Owner, Architect, Contractor and issue a. date with each Shop Drawings submission.
 - Include a drawing index sheet listing each drawing number and title that matches b. information in each title block.
 - Prepare Drawings using CAD. c.

- 2. 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.
 - h. Graphic sequence of operation, showing all inputs and output logical blocks.
- 3. Control panel drawings indicating the following:
 - a. Panel dimensions, materials, size, and location of field cable, raceways, and tubing connections.
 - b. Interior subpanel layout, drawn to scale and showing all internal components, cabling and wiring raceways, nameplates and allocated spare space.
 - c. Front, rear, and side elevations and nameplate legend.
 - d. Unique drawing for each panel.
- 4. DDC system network riser diagram indicating the following:
 - a. Each device connected to network with unique identification for each.
 - b. Interconnection of each different network in DDC system.
 - c. For each network, indicate communication protocol, speed and physical means of interconnecting network devices, such as copper cable type, or fiber-optic cable type. Indicate raceway type and size for each.
 - d. Each network port for connection of an operator workstation or other type of operator interface with unique identification for each.
- 5. DDC system electrical power riser diagram indicating the following:
 - a. Each point of connection to field power with requirements (volts/phase//hertz/amperes/connection type) listed for each.
 - b. Each control power supply including, as applicable, transformers, power-line conditioners, transient voltage suppression and high filter noise units, DC power supplies, and UPS units with unique identification for each.
 - c. Each product requiring power with requirements (volts/phase//hertz/amperes/connection type) listed for each.
 - d. Power wiring type and size, race type, and size for each.
- 6. Monitoring and control signal diagrams indicating the following:
 - a. Control signal cable and wiring between controllers and I/O.
 - b. Point-to-point schematic wiring diagrams for each product.

- 7. Color graphics indicating the following:
 - a. Itemized list of color graphic displays to be provided.
 - b. For each display screen to be provided, a true color copy showing layout of pictures, graphics and data displayed.
- D. 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. Complete listing and description of each report, log and trend for format and timing and events which initiate generation.
 - 3. System and product operation under each potential failure condition including, but not limited to, the following:
 - a. Loss of power.
 - b. Loss of network communication signal.
 - c. Loss of controller signals to inputs and outpoints.
 - d. Operator workstation failure.
 - e. Server failure.
 - f. Gateway failure.
 - g. Network failure
 - h. Controller failure.
 - i. Instrument failure.
 - j. Control damper and valve actuator failure.
 - 4. Complete bibliography of documentation and media to be delivered to Owner.
 - 5. Description of testing plans and procedures.
 - 6. Description of Owner training.
- E. Delegated-Design Submittal: For DDC system products and installation indicated as being delegated.
 - 1. Supporting documentation showing DDC system design complies with performance requirements indicated, including calculations and other documentation necessary to prove compliance.
 - 2. Schedule and design calculations for control dampers and actuators.
 - a. Flow at Project design and minimum flow conditions.
 - b. Face velocity at Project design and minimum airflow conditions.
 - c. Pressure drop across damper at Project design and minimum airflow conditions.
 - d. AMCA 500-D damper installation arrangement used to calculate and schedule pressure drop, as applicable to installation.
 - e. Maximum close-off pressure.
 - f. Leakage airflow at maximum system pressure differential (fan close-off pressure).
 - g. Torque required at worst case condition for sizing actuator.
 - h. Actuator selection indicating torque provided.
 - i. Actuator signal to control damper (on, close or modulate).
 - j. Actuator position on loss of power.
 - k. Actuator position on loss of control signal.
 - 3. Schedule and design calculations for control valves and actuators.
 - a. Flow at Project design and minimum flow conditions.
 - b. Pressure-differential drop across valve at Project design flow condition.

- c. Maximum system pressure-differential drop (pump close-off pressure) across valve at Project minimum flow condition.
- d. Design and minimum control valve coefficient with corresponding valve position.
- e. Maximum close-off pressure.
- f. Leakage flow at maximum system pressure differential.
- g. Torque required at worst case condition for sizing actuator.
- h. Actuator selection indicating torque provided.
- i. Actuator signal to control damper (on, close or modulate).
- j. Actuator position on loss of power.
- k. Actuator position on loss of control signal.
- 4. Schedule and design calculations for selecting flow instruments.
 - a. Instrument flow range.
 - b. Project design and minimum flow conditions with corresponding accuracy, control signal to transmitter and output signal for remote control.
 - c. Extreme points of extended flow range with corresponding accuracy, control signal to transmitter and output signal for remote control.
 - d. Pressure-differential loss across instrument at Project design flow conditions.
 - e. Where flow sensors are mated with pressure transmitters, provide information for each instrument separately and as an operating pair.

1.3 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For DDC system to include in emergency, operation and maintenance manuals.
 - 1. In addition to items specified in Division 1, include the following:
 - a. Project Record Drawings of as-built versions of submittal Shop Drawings provided in electronic PDF format.
 - b. Testing and commissioning reports and checklists of completed final versions of reports, checklists, and trend logs.
 - c. As-built versions of submittal Product Data.
 - d. Names, addresses, e-mail addresses and 24-hour telephone numbers of Installer and service representatives for DDC system and products.
 - e. 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.
 - f. 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.
 - g. Engineering, installation, and maintenance manuals that explain how to:
 - 1) Design and install new points, panels, and other hardware.
 - 2) Perform preventive maintenance and calibration.
 - 3) Debug hardware problems.
 - 4) Repair or replace hardware.
 - h. Documentation of all programs created using custom programming language including set points, tuning parameters, and object database.
 - i. Backup copy of graphic files, programs, and database on electronic media such as DVDs.
 - j. List of recommended spare parts with part numbers and suppliers.

- k. Complete original-issue documentation, installation, and maintenance information for furnished third-party hardware including computer equipment and sensors.
- 1. Complete original-issue copies of furnished software, including operating systems, custom programming language, operator workstation software, and graphics software.
- m. Licenses, guarantees, and warranty documents.
- n. Recommended preventive maintenance procedures for system components, including schedule of tasks such as inspection, cleaning, and calibration; time between tasks; and task descriptions.
- o. Owner training materials.

1.4 QUALITY ASSURANCE

- A. All products used in this project installation shall be new and currently under manufacture and shall have been applied in similar installations for a minimum of two years. This installation shall not be used as a test site for any new products unless explicitly approved by the owner's representative in writing. Spare parts shall be available for at least five years after completion of this contract.
- B. All work described in this section shall be installed, wired, circuit tested and calibrated by factory certified technicians qualified for this work and in the regular employment of the temperature control system manufacturer. Use only employees who are qualified, skilled, experienced, manufacturer trained and familiar with the specific equipment, software and configurations to be provided for this Project.
- C. Provide a complete, neat and workmanlike installation.
- D. All work, materials, and equipment shall comply with the rules and regulations of all codes and ordinances of the local, state, and federal authorities. Such codes, when more restrictive, shall take precedence over these plans and specifications.
- E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- F. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilation Systems."
- G. Comply with ASHRAE 135 for DDC system control components.
- H. The contractor shall protect all work and material from damage by his/her work or employees. The contractor shall be responsible for his/her work and equipment until finally inspected, tested, and accepted. The contractor shall protect any material that is not immediately installed. The contractor shall close all open ends of work with temporary covers or plugs during storage and construction to prevent entry of foreign objects.

1.5 CONTRACTOR QUALIFICATIONS

- A. Qualified Bidders: System shall be as manufactured, installed and serviced by:
 - 1. Distech (Maine Controls) Interfaced with existing Schneider front end.
- B. Installer Qualifications: Automatic control system manufacturer's authorized representative who is trained and approved for installation of system components required for this Project.

- C. The above list of manufacturers applies to operator workstation software, controller software, the custom application programming language, and controllers. All other products specified herein (e.g., sensors, valves, dampers, and actuators) need not be manufactured by the above manufacturers.
- D. Longevity: The Facilities Management System contractor shall have a minimum of ten years experience installing, and servicing computerized Building Automation Systems (BAS). All subcontractors utilized by the BAS contractor shall have a minimum of five-year experience within their appropriate trades.
- E. Past Projects: The BAS contractor shall have completed a minimum of ten projects within the last five years that are at least equal in dollar value and scope to this project. A list of similar projects, dollar volume, scope, contact name and contact number shall be provided by the BAS contractor if asked for by the owner.
- F. Personnel, Coverage and Response Capabilities: The BAS contractor shall have a minimum of ten full time electronic service personnel within a 120 mile radius of the project location. One of the five full time electronic service personnel must work within a 60-mile radius of the project location.
- G. The BAS contractor shall have an established 24-hour emergency service organization. A dedicated telephone number shall be provided to the owner for requesting emergency service. A maximum of four hour, electronic service technician on sight, response time shall be guaranteed by the BAS contractor.
- H. Parts Stocking: The BAS contractor shall have an independently verifiable inventory of electronic service parts. This electronic service parts inventory must have a worth of at least \$100,000 per year over the last five years.

1.6 COORDINATION

- A. Where the mechanical work will be installed in close proximity to, or will interfere with, work of other trades, the contractor shall assist in working out space conditions to make a satisfactory adjustment. If the contractor installs his/her work before coordinating with other trades, so as to cause any interference with work of other trades, the contractor shall make the necessary changes in his/her work to correct the condition.
- B. Coordinate details of telephone line, internet service provider, and associated requirements.
- C. Coordinate and schedule work with all other work in the same area, or with work that is dependent upon other work, to facilitate mutual progress.
- D. Coordinate location of thermostats and other exposed control sensors with plans and room details before installation.
- E. Coordination with controls specified in other sections or divisions. Other sections and/or divisions of this specification include controls and control devices that are to be part of or interfaced to the controls system specified in this section. These controls shall be integrated into the system and coordinated by the contractor.
- F. Factory-Mounted Components: Where control devices specified in this Section are indicated to be factory mounted on equipment, arrange for shipping of control devices to unit manufacturer.
- G. Sheet Metal Subcontractor:
 - 1. Installation of duct-mounted control devices.
 - 2. Access doors where indicated and as required for proper servicing.

H. HVAC Contractor:

- 1. Installation of immersion wells and sockets, along with associated shut-off cocks.
- 2. Installation of pipe-mounted control devices.
- I. Testing and Balancing Contractor:
 - 1. The contractor shall furnish a single set of all tools necessary to interface to the control system for test and balance purposes.
 - 2. The contractor shall provide training in the use of these tools. This training will be planned for a minimum of 4 hours.
 - 3. In addition, the contractor shall provide a qualified technician to assist in the test and balance process, until the first 20 terminal units are balanced.
 - 4. The tools used during the test and balance process shall be returned at the completion of the testing and balancing.
- J. Electrical Subcontractor: Complying with the principle of "unit responsibility" all electrical work for automatic controls, except as otherwise specified, or shown on the electrical drawings shall be included in Division 23. Electrical work shall, in general, comply with the following, unless otherwise directed by Division 26:
 - 1. Power wiring.
 - 2. All control wiring shown on electric plans such as unit heater line-voltage room thermostats.
 - 3. Duct smoke detectors required for air handler shutdown are supplied under Division 26. Coordinate required length of sampling tube, for full span of ductwork. The contractor shall connect the DDC system to the auxiliary contacts provided on the smoke detector for system safeties and to provide alarms to the DDC system.
 - 4. All electrical work shall comply with the N.E.C. and local electrical codes.
 - 5. All safety devices shall be wired through both hand and auto positions of motor starting device to insure 100% safety shut-off.
 - 6. The motor starter supplier shall provide auxiliary contacts as required for interlock by BAS Contractor; the supplier shall estimate an allowance of at least one auxiliary contract per starter.
- K. Coordinate with controls specified in other sections of divisions. Other sections and/or divisions of this specification include controls and control devices that are to be part of or interfaced to the control system specified in this section. These controls shall be integrated into the system and coordinated by the BAS contractor as follows:
 - 1. All communication media and equipment shall be provided as specified hereinafter.
 - 2. Each supplier of a control product is responsible for the configuration, programming, start-up, and testing of that product to meet the sequences of operation described in this section.
 - 3. The BAS contractor shall coordinate and resolve any incompatibility issues that arise between the control products provided under this section and those provided under other sections or divisions of this specification.
 - 4. The BAS contractor is responsible for providing all controls described in the contract documents regardless of where within the contract documents these controls are described.
 - 5. The contractor is responsible for the interface of control products provided by multiple suppliers regardless of where this interface is described within the contract documents.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Factory-Mounted Components: Where control devices specified in this Section are indicated to be factory mounted on equipment, arrange for shipping of control devices to equipment manufacturer.

B. System Software: Update to latest version of software at Project completion.

1.8 WARRANTY

- A. Refer to Division 1 Requirements.
- B. At the end of the final start-up, testing, and commissioning phase, if equipment and systems are operating satisfactorily to the engineer, the engineer shall sign certificates certifying that the control system's operation has been tested and accepted in accordance with the terms of this specification. The date of acceptance shall be the start of warranty. All work shall have a single warranty date, even when the owner has received beneficial use due to an early system start-up.
- C. All components, system software, and parts supplied by the BAS contractor shall be guaranteed against defects in materials and workmanship for one year from acceptance date. The BAS contractor at no charge shall furnish Labor to repair, reprogram, or replace components during the warranty period. All corrective software modifications made during warranty periods shall be updated on all user documentation and on user and manufacturer archived software disks. The Contractor shall respond to the owner's request for warranty service within 24 hours during normal business hours.
- D. Provide remote service diagnostic monitoring from the nearest service location. At the request of the owner, a service diagnostic call will be made to troubleshoot and resolve (if possible) any reported system complaints. The owner will provide a dedicated telephone line for connection to the system.
- E. Operator workstation software, project-specific software, graphic software, database software, and firmware updates that resolve known software deficiencies as identified by the contractor shall be provided at no charge during the warranty period. Any upgrades or functional enhancements associated with the above-mentioned items also can be provided during the warranty period for an additional charge to the owner by purchasing an in-warranty service agreement from the contractor. Written authorization by the owner must, however, be granted prior to the installation of any of the above-mentioned items.

PART 2 - PRODUCTS

2.1 BUILDING AUTOMATION SYSTEM

- A. Microprocessor-based monitoring and control including analog/digital conversion and program logic. A control loop or subsystem in which digital and analog information is received and processed by a microprocessor, and digital control signals are generated based on control algorithms and transmitted to field devices to achieve a set of predefined conditions.
- B. DDC system shall consist of a high-speed, peer-to-peer network of distributed DDC controllers, other network devices, operator interfaces, and software. System shall use the BACnet protocol for communication to the operator workstation or web server and for communication between control modules.
- C. Provide new wiring and network devices as required to provide a complete and workable control network.

- D. DDC system shall be Web based or Web compatible.
 - 1. Web-Based Access to DDC System:
 - a. 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 through Owner's LAN.
 - b. 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.
 - c. Web access shall be password protected.
 - 2. Web-Compatible Access to DDC System:
 - a. Operator workstation shall perform overall system supervision and configuration, graphical user interface, management report generation, and alarm annunciation.
 - b. DDC system shall support Web browser access to building data. Operator using a standard Web browser shall be able to access control graphics and change adjustable set points.
 - c. Web access shall be password protected.

2.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional to design DDC system to satisfy requirements indicated. System Performance Objectives:
 - 1. DDC system shall manage HVAC systems.
 - 2. DDC system control shall operate HVAC systems to achieve optimum operating costs while using least possible energy and maintaining specified performance.
 - 3. DDC system shall respond to power failures, HVAC equipment failures, and adverse and emergency conditions encountered through connected I/O points.
 - 4. DDC system shall operate while unattended by an operator and through operator interaction.
 - 5. DDC system shall record trends and transaction of events and produce report information such as performance, energy, occupancies, and equipment operation.
- B. Performance Standards. System shall conform to the following minimum standards over network connections. Systems shall be tested using manufacturer's recommended hardware and software for operator workstation (server and browser for web-based systems).
 - 1. Graphic Display. A graphic with 20 dynamic points shall display with current data within 10 sec.
 - 2. Graphic Refresh. A graphic with 20 dynamic points shall update with current data within 8 sec. and shall automatically refresh every 15 sec.
 - 3. Configuration and Tuning Screens. Screens used for configuring, calibrating, or tuning points, PID loops, and similar control logic shall automatically refresh within 6 sec.
 - 4. Object Command. Devices shall react to command of a binary object within 2 sec. Devices shall begin reacting to command of an analog object within 2 sec.
 - 5. Alarm Response Time. An object that goes into alarm shall be annunciated at the workstation within 45 sec.
 - 6. Program Execution Frequency. Custom and standard applications shall be capable of running as often as once every 5 sec. Select execution times consistent with the mechanical process under control.

- 7. Performance. Programmable controllers shall be able to completely execute DDC PID control loops at a frequency adjustable down to once per sec. Select execution times consistent with the mechanical process under control.
- 8. Multiple Alarm Annunciation. Each workstation on the network shall receive alarms within 5 sec of other workstations.
- 9. Reporting Accuracy. System shall report values with minimum end-to-end accuracy listed in Table 1.
- 10. Control Stability and Accuracy. Control loops shall maintain measured variable at setpoint within tolerances listed below.
- 11. Measured Variable and Reported Accuracy
 - a. Space Temperature; $\pm 0.5^{\circ}C (\pm 1^{\circ}F)$
 - b. Ducted Air: $\pm 0.5^{\circ}C (\pm 1^{\circ}F)$
 - c. Outside Air: $\pm 1.0^{\circ}$ C ($\pm 2^{\circ}$ F)
 - d. Dew Point: $\pm 1.5^{\circ}C (\pm 3^{\circ}F)$
 - e. Water Temperature: $\pm 0.5^{\circ}C (\pm 1^{\circ}F)$
 - f. Delta-T: $\pm 0.15^{\circ}$ ($\pm 0.25^{\circ}$ F)
 - g. Relative Humidity: $\pm 5\%$ RH
 - h. Water Flow: $\pm 2\%$ of full scale
 - i. Airflow (terminal): $\pm 10\%$ of full scale; Accuracy applies to 10%–100% of scale
 - j. Airflow (measuring stations): ±5% of full scale
 - k. Airflow (pressurized spaces): ±3% of full scale
 - 1. Air Pressure (ducts): ± 25 Pa (± 0.1 in. w.g.)
 - m. Air Pressure (space): ± 3 Pa (± 0.01 in. w.g.)
 - n. Water Pressure: $\pm 2\%$ of full scale
 - o. Electrical: $\pm 1\%$ of reading, Not including utility-supplied meters
 - p. Carbon Monoxide (CO): ±5% of reading
 - q. Carbon Dioxide (CO2): ±50 ppm
- 12. Control Stability and Accuracy
 - a. Air Pressure: ± 50 Pa (± 0.2 in. w.g.); Range of Medium: 0-1.5 kPa (0-6 in. w.g.)
 - b. Air Pressure: ±3 Pa (±0.01 in. w.g.); Range of Medium: 25 to 25 Pa (-0.1 to 0.1 in. w.g.)
 - c. Airflow: $\pm 10\%$ of full scale
 - d. Space Temperature: $\pm 1.0^{\circ}C (\pm 2.0^{\circ}F)$
 - e. Duct Temperature: $\pm 1.5^{\circ}C (\pm 3^{\circ}F)$
 - f. Humidity: ±5% RH
 - g. Fluid Pressure: ±10 kPa (±1.5 psi); Range of Medium: 1–150 psi
- C. Environmental Conditions for Controllers, Gateways, Routers, Instruments and Actuators: Products shall operate without performance degradation under ambient environmental temperature, pressure and humidity conditions encountered for installed location. 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. Products shall be protected with NEMA enclosures suitable for the location where installed.
- D. 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 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.

2.3 COMMUNICATION

- A. Control products, communication media, connectors, repeaters, hubs, and routers shall comprise a BACnet internetwork. Controller and operator interface communication shall conform to ANSI/ASHRAE Standard 135, BACnet.
- B. Install new wiring and network devices as required to provide a complete and workable control network.
- C. Each controller shall have a communication port for temporary connection to a laptop computer or other operator interface. Connection shall support memory downloads and other commissioning and troubleshooting operations.
- D. Internetwork operator interface and value passing shall be transparent to internetwork architecture.
- E. An operator interface connected to a controller shall allow the operator to interface with each internetwork controller as if directly connected. Controller information such as data, status, and control algorithms shall be viewable and editable from each internetwork controller.
- F. Inputs, outputs, and control variables used to integrate control strategies across multiple controllers shall be readable by each controller on the internetwork. Program and test all cross-controller links required to execute control strategies specified in Section 23 09 93. An authorized operator shall be able to edit cross-controller links by typing a standard object address or by using a point-and-click interface.
- G. Workstations, Building Control Panels, and Controllers with real-time clocks shall use the BACnet Time Synchronization service. System shall automatically synchronize system clocks daily from an operator-designated device via the internetwork. The system shall automatically adjust for daylight saving and standard time as applicable.
- H. System shall be expandable to at least twice the required input and output objects with additional controllers, associated devices, and wiring.

2.4 DDC EQUIPMENT

- A. Control Units: Modular, comprising processor board with programmable, nonvolatile, random-access memory; local operator access and display panel; integral interface equipment; and backup power source.
 - 1. Units monitor or control each I/O point; process information; execute commands from other control units, devices, and operator stations; and download from or upload to operator workstation or diagnostic terminal unit.
 - 2. Stand-alone mode control functions operate regardless of network status. Functions include the following:
 - a. Global communications.
 - b. Discrete/digital, analog, and pulse I/O.
 - c. Monitoring, controlling, or addressing data points.
 - d. Software applications, scheduling, and alarm processing.
 - e. Testing and developing control algorithms without disrupting field hardware and controlled environment.
 - 3. Standard Application Programs:
 - a. Electric Control Programs: Demand limiting, duty cycling, automatic time scheduling, start/stop time optimization, night setback/setup, on-off control with differential

sequencing, staggered start, antishort cycling, PID control, DDC with fine tuning, and trend logging.

- b. HVAC Control Programs: Optimal run time, supply-air reset, and enthalpy switchover.
- c. Chiller Control Programs: Control function of condenser-water reset, chilled-water reset, and equipment sequencing.
- d. Programming Application Features: Include trend point; alarm processing and messaging; weekly, monthly, and annual scheduling; energy calculations; run-time totalization; and security access.
- e. Remote communications.
- f. Maintenance management.
- g. Units of Measure: Inch-pound and SI (metric).
- 4. Local operator interface provides for download from or upload to operator workstation or diagnostic terminal unit.
- 5. ASHRAE 135 Compliance: Control units shall use ASHRAE 135 protocol and communicate using ISO 8802-3 (Ethernet) datalink/physical layer protocol.
- B. Local Control Units: Modular, comprising processor board with electronically programmable, nonvolatile, read-only memory; and backup power source.
 - 1. Units monitor or control each I/O point, process information, and download from or upload to operator workstation or diagnostic terminal unit.
 - 2. Stand-alone mode control functions operate regardless of network status. Functions include the following:
 - a. Global communications.
 - b. Discrete/digital, analog, and pulse I/O.
 - c. Monitoring, controlling, or addressing data points.
 - 3. Local operator interface provides for download from or upload to operator workstation or diagnostic terminal unit.
 - 4. ASHRAE 135 Compliance: Control units shall use ASHRAE 135 protocol and communicate using ISO 8802-3 (Ethernet) datalink/physical layer protocol.
- C. I/O Interface: Hardwired inputs and outputs may tie into system through controllers. Protect points so that shorting will cause no damage to controllers.
 - 1. Binary Inputs: Allow monitoring of on-off signals without external power.
 - 2. Pulse Accumulation Inputs: Accept up to 10 pulses per second.
 - 3. Analog Inputs: Allow monitoring of low-voltage (0- to 10-V dc), current (4 to 20 mA), or resistance signals.
 - 4. Binary Outputs: Provide on-off or pulsed low-voltage signal, selectable for normally open or normally closed operation.
 - 5. Analog Outputs: Provide modulating signal, either low voltage (0- to 10-V dc) or current (4 to 20 mA).
 - 6. Tri-State Outputs: Provide two coordinated binary outputs for control of three-point, floating-type electronic actuators.
 - 7. Universal I/Os: Provide software selectable binary or analog outputs.
- D. Power Supplies: Transformers with Class 2 current-limiting type or overcurrent protection; limit connected loads to 80 percent of rated capacity. DC power supply shall match output current and voltage requirements and be full-wave rectifier type with the following:
 - 1. Output ripple of 5.0 mV maximum peak to peak.

- 2. Combined 1 percent line and load regulation with 100-mic.sec. response time for 50 percent load changes.
- 3. Built-in overvoltage and overcurrent protection and be able to withstand 150 percent overload for at least 3 seconds without failure.
- E. Power Line Filtering: Internal or external transient voltage and surge suppression for workstations or controllers with the following:
 - 1. Minimum dielectric strength of 1000 V.
 - 2. Maximum response time of 10 nanoseconds.
 - 3. Minimum transverse-mode noise attenuation of 65 dB.
 - 4. Minimum common-mode noise attenuation of 150 dB at 40 to 100 Hz.

2.5 UNITARY CONTROLLERS

- A. Unitized, capable of stand-alone operation with sufficient memory to support its operating system, database, and programming requirements, and with sufficient I/O capacity for the application.
 - 1. Configuration: Local keypad and display; diagnostic LEDs for power, communication, and processor; wiring termination to terminal strip or card connected with ribbon cable; memory with bios; and 72-hour battery backup.
 - 2. Operating System: Manage I/O communication to allow distributed controllers to share real and virtual object information and allow central monitoring and alarms. Perform scheduling with real-time clock. Perform automatic system diagnostics; monitor system and report failures.
 - 3. ASHRAE 135 Compliance: Communicate using read (execute and initiate) and write (execute and initiate) property services defined in ASHRAE 135. Reside on network using MS/TP datalink/physical layer protocol and have service communication port for connection to diagnostic terminal unit.
 - 4. Enclosure: Dustproof rated for operation at 32 to 120 deg F.

2.6 SENSING DEVICES

- A. Where feasible, provide the same sensor type throughout the project. Avoid using transmitters unless absolutely necessary.
- B. Thermistors: Precision thermistors may be used in applications below 200 degrees F. Sensor accuracy over the application range shall be 0.36 degree F or less between 32 to 150 degrees F. Stability error of the thermistor over five years shall not exceed 0.25 degree F cumulative. A/D conversion resolution error shall be kept to 0.1 degree F. Total error for a thermistor circuit shall not exceed 0.5 degree F.
- C. Resistance Temperature Detectors (RTDs): Provide RTD sensors with platinum elements compatible with the digital controllers. Encapsulate sensors in epoxy, series 300 stainless steel, anodized aluminum, or copper. Temperature sensor accuracy shall be 0.1 percent (1 ohm) of expected ohms (1000 ohms) at 32 degrees F. Temperature sensor stability error over five years shall not exceed 0.25 degree F cumulative. Direct connection of RTDs to digital controllers without transmitters is preferred. When RTDs are connected directly, lead resistance error shall be less than 0.25 degrees F. The total error for a RTD circuit shall not exceed 0.5 degree F.
- D. Temperature Sensor Details
 - 1. Room Type: Provide the sensing element components within a decorative protective cover suitable for surrounding decor.

- a. Provide room temperature sensors with:
 - 1) Timed override button
 - 2) Setpoint adjustment lever or knob.
 - 3) Override switch.
 - 4) Digital temperature display.
 - 5) Insulating Bases: For temperature sensors/thermostats located on exterior walls.
- b. Provide a communication port or 802.11x wireless support for a portable operator interface like a notebook computer or PDA.
- 2. Duct Probe Type: Ensure the probe is long enough to properly sense the air stream temperature.
- 3. Duct Averaging Type: Continuous averaging sensors shall be one foot in length for each 4 square feet of duct cross-sectional area, and a minimum length of 6 ft.
- 4. Pipe Immersion Type: Provide minimum three-inch immersion. Provide each sensor with a corresponding pipe-mounted sensor well, unless indicated otherwise. Sensor wells shall be stainless steel when used in steel piping, and brass when used in copper piping. Provide the sensor well with a heat-sensitive transfer agent between the sensor and the well interior.
- 5. Outside Air Type: Provide the sensing element on the building's north side with a protective weather shade that positions the sensor approximately 3 inches off the wall surface, does not inhibit free air flow across the sensing element, and protects the sensor from snow, ice, and rain.
- E. Occupancy Sensor: Passive infrared, with time delay, daylight sensor lockout, sensitivity control, and 180-degree field of view with vertical sensing adjustment; for flush mounting.
- F. Transmitters: Provide transmitters with 4 to 20 mA or 0 to 10 VDC linear output scaled to the sensed input. Transmitters shall be matched to the respective sensor, factory calibrated, and sealed. Size transmitters for an output near 50 percent of its full-scale range at normal operating conditions. The total transmitter error shall not exceed 0.1 percent at any point across the measured span. Supply voltage shall be 12 to 24 volts AC or DC. Transmitters shall have non-interactive offset and span adjustments. For temperature sensing, transmitter drift shall not exceed 0.03 degrees F a year.
- G. Relative Humidity Transmitters: Provide transmitters with an accuracy equal to plus or minus 3 percent from 0 to 90% scale, and less than one percent drift per year. Sensing elements shall be the polymer type. Vaisala Model HMD50U or equal.
- H. Current Transducers: Provide current transducers to monitor motor amperage, unless current switches are shown on design drawings or point tables.
- I. Shielded Space Static Pressure Sensor: The shielded space static pressure sensors shall be the S.A.P./S shielded static air probes as manufactured by Air Monitor Corporation. Shielded static pressure sensor shall be suitable for surface recessed flush mounting, complete with multiple sensing ports, pressure impulse suppression chamber, airflow shielding, all contained in an aluminum casing, with brushed finish on exposed surfaces. Probes shall be capable of sensing the static pressure in the proximity of the sensor to within 1% of the actual pressure value while being subjected to a maximum airflow of 1000 FPM from a radial source.
- J. Shielded Outside Air Static Pressure Sensor: The static outside air probe shall be the S.O.A.P. as manufactured by Air Monitor Corporation, or approved equal. Outdoor static pressure sensor shall be constructed of 10-gauge Type 316 stainless steel with a 2" diameter FPT connection. The outdoor air probe shall be capable of sensing the outside atmospheric air pressure to within 2% of the actual value when subjected to radial wind velocities up to 40 miles per hour with approach angles up to 30° to the horizontal.

- K. Input Switches
 - 1. Timed Local Overrides: Provide buttons or switches to override the DDC occupancy schedule programming for each major building zone during unoccupied periods, and to return HVAC equipment to the occupied mode. This requirement is waived for zones clearly intended for 24 hour continuous operation.
 - 2. Freeze Protection Thermostats: Provide special purpose thermostats with flexible capillary elements 20 feet minimum length for coil face areas up to 40 square feet. Provide longer elements for larger coils at 1-foot of element for every 4 square feet of coil face area, or provide additional thermostats. Provide switch contacts rated for the respective motor starter's control circuit voltage. Include auxiliary contacts for the switch's status condition. A freezing condition at any 18-inch increment along the sensing element's length shall activate the switch. The thermostat shall be equipped with a manual push-button reset switch so that when tripped, the thermostat requires manual resetting before the HVAC equipment can restart.
- L. Pressure Transmitters/Transducers:
 - 1. Manufacturers:
 - a. BEC Controls Corporation.
 - b. General Eastern Instruments.
 - c. MAMAC Systems, Inc.
 - d. ROTRONIC Instrument Corp.
 - e. TCS/Basys Controls.
 - f. Vaisala.
 - g. Kele
 - 2. Duct Differential Pressure Transmitters: Kele M30/40 and T30/40 Series, or approved equal; reliable, stable, low-air pressure transmitters with 4-20 mA outputs.
 - 3. Duct pressure high-limit: Kele Model 1900-5-MR manual reset pressure switch is designed to monitor duct static and shut down the blower when excess pressure occurs. The switch must be manually reset before the system can start again. Switch contacts are SPDT with solder-type connections. The Model 1900-5-MR measures static pressure only, not differential pressure.
 - 4. Air Differential Pressure Switches, Kele 1900 Series, are designed to monitor the differential pressure of air in HVAC applications. These automatic reset switches are available in ranges from 0.07" to 20" W.C. and shall have SPDT screw-type electrical connections.
 - 5. Filter pressure drop: Kele Model A-602 air filter kit includes two static pressure tips and aluminum tubing and fittings, and it allows the a Kele 1900 Series to monitor filter pressure drop.
 - Static-Pressure Transmitter: Non-directional sensor with suitable range for expected input, and temperature compensated. Accuracy: 2 percent of full scale with repeatability of 0.5 percent. Output: 4 to 20 mA. Building Static-Pressure Range: 0- to 0.25-inch wg. Duct Static-Pressure Range: 0- to 5-inch wg.
 - 7. Water Pressure Transducers: Stainless-steel diaphragm construction, suitable for service; minimum 150-psig operating pressure; linear output 4 to 20 mA.
 - 8. Water Differential-Pressure Transducers: Stainless-steel diaphragm construction, suitable for service; minimum 150-psig operating pressure and tested to 300-psig; linear output 4 to 20 mA.
- M. Occupancy Sensors. Occupancy sensors shall utilize Passive Infrared (PIR) and/or Microphonic Passive technology to detect the presence of people within a room. Sensors shall be mounted as indicated on the approved drawings. The sensor output shall be accessible by any lighting and/or HVAC controller in the system. Occupancy sensors shall be capable of being powered from the lighting or HVAC control panel, as shown on the drawings. Occupancy sensor delay shall be software adjustable through the user interface and shall not require manual adjustment at the sensor.

2.7 OUTPUT HARDWARE

- A. Motorized control dampers, unless otherwise specified elsewhere, shall be as follows:
 - 1. Submittals shall include leakage, maximum airflow and maximum pressure ratings based on AMCA Publication 500. Dampers shall meet the leakage requirements of the International Energy Conservation Code by leaking less than 3 cfm/sq. ft. at 1" of static pressure and shall be AMCA licensed as Class 1A. Dampers shall be Ruskin model CD60, or approved equal.
 - 2. Control dampers shall be the parallel or opposed blade type as follows: Outdoor and/or return air mixing dampers shall be parallel blade, arranged to direct airstreams toward each other. Other modulating dampers shall be the opposed blade type. Two-position shutoff dampers may be parallel or opposed blade type with blade and side seals.
 - 3. Frame: 5 inches x minimum 16 gage roll formed, galvanized steel hat-shaped channel, reinforced at corners. Structurally equivalent to 13 gage U-channel. Damper blades shall not exceed 8 inches in width or 48 inches in length. Blades shall be suitable for medium velocity performance 2000 fpm. Blades shall be not less than 16-gauge.
 - 4. Bearings shall be corrosion resistant, permanently lubricated stainless steel sleeve type turning in an extruded hole in the damper frame.
 - 5. All blade edges, top, and bottom of the frame shall be provided with replaceable butyl rubber or neoprene seals. Side seals shall be spring-loaded stainless steel.
 - 6. Individual damper sections shall not be larger than 48 in. x 60 in. Provide a minimum of one damper actuator per section.
 - 7. Modulating dampers shall provide a linear flow characteristic where possible.
 - 8. Dampers shall have exposed linkages. Dampers over 48" in applications where sectioning is not applicable shall be supplied with a jackshaft to provide sufficient force throughout the intended operating range.
- B. Electronic damper/valve actuation shall be provided.
 - 1. Manufactured, brand labeled or distributed by BELIMO, or approved equal.
 - 2. Size for torque required for damper seal at load conditions.
 - 3. Coupling: V-bolt dual nut clamp with a V-shaped, toothed cradle.
 - 4. Mounting: Actuators shall be capable of being mechanically and electrically paralleled to increase torque if required.
 - 5. Overload protected electronically throughout rotation.
 - 6. Fail-Safe Operation: Mechanical, spring-return mechanism.
 - 7. Manual Positioning. Operators shall be able to manually position each actuator when the actuator is not powered. Non-spring-return actuators shall have an external manual gear release. Spring-return actuators with more than 7 N·m (60 in.-lb) torque capacity shall have a manual crank.
 - 8. Proportional Actuators shall be fully programmable through an EEPROM without the use of actuator mounted switches.
 - 9. Proportional actuators shall have an external, built-in switch to allow the reversing of direction of rotation.
 - 10. Proportional actuators shall accept a 0 to 10 VDC or 0 to 20 mA control signal and provide a 2 to 10 VDC or 4 to 20 mA 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 10 VDC position feedback signal.
 - 11. Temperature Rating: -22 to +122°F -30 to +50°C [-58 to +122°F -50 to +50°C]
 - 12. Housing: Minimum requirement NEMA type 2 mounted in any orientation. .
 - 13. Agency Listings: ISO 9001, cULus, CE or CSA
 - 14. The manufacturer shall warrant all components for a period of 5 years from the date of production, with the first two years unconditional.

- C. Control Valves: Control valves shall be two-way or three-way type for two-position or modulating service as shown.
 - 1. Close-off (differential) Pressure Rating: Valve actuator and trim shall be furnished to provide the following minimum close-off pressure ratings:
 - a. Two-way: 150% of total system (pump) head.
 - b. Three-way: 300% of pressure differential between ports A and B at design flow or 100% of total system (pump) head.
 - 2. Water Valves: Body and trim style and materials shall be in accordance with manufacturer's recommendations for design conditions and service shown, with equal percentage ports for modulating service.
 - a. Sizing Criteria:
 - 1) Two-position service: Line size.
 - 2) Two-way modulating service: Pressure drop shall be equal to twice the pressure drop through heat exchanger (load), 50% of the pressure difference between supply and return mains, or 5 psi, which ever is greater.
 - 3) Three-way modulating service: Pressure drop equal to twice the pressure drop through the coil exchanger (load), 5 psi maximum.
 - b. Application:
 - 1) VAV-reheat coils: two-way floating control, non spring return.
 - 2) CUH and Convectors: two-way two position, spring open 100%.
 - 3) AHU main heating coils: two-way modulating control, spring open 100%.
 - 4) Fintube radiation: zone valves. Zone valves shall have brass bodies with female NPT or sweat ends and a stainless steel stem. Normally open zone valve actuators shall on/off and shall be available in 24VAC or 120VAC. Zone valves shall have push button for quick removal of actuator. Zone valves shall have a leakage rate of 0.1% or lower.
 - c. Valves ½ in. through 2 in. shall be bronze body or cast brass ANSI Class 250, springloaded, PTFE packing, quick opening for two-position service. Two-way valves to have replaceable composition disc or stainless steel ball.
 - d. Valves 2¹/₂ in. and larger shall be cast iron ANSI Class 125 with guided plug and PTFE packing.
 - e. Water valves shall fail normally open or closed, as specified.
- D. Output Switches: Control Relays; Field installed and DDC panel relays shall be double pole, double throw, UL864 listed, with contacts rated for the intended application, indicator light, and dust proof enclosure. The indicator light shall be lit when the coil is energized and off when coil is not energized. Relays shall be the socket type, plug into a fixed base, and replaceable without tools or removing wiring. Encapsulated "PAM" type relays may be used for terminal control applications.

2.8 STATUS SENSORS

A. Status Inputs for Electric Motors: Veris Hawkeye 908 Series, or approved equal; split-core adjustable current sensors designed to provide accurate, reliable and maintenance-free fan and pump status indication. Comply with ISA 50.00.01, current-sensing split-core transformers with self-powered transmitter, adjustable and suitable for 175 percent of rated motor current.

- B. Current Switches: Self-powered, solid-state with adjustable trip current, selected to match current and system output requirements.
- C. Electronic Valve/Damper Position Indicator: Visual scale indicating percent of travel and 2- to 10-V dc, feedback signal.
- D. Water-Flow Switches: Bellows-actuated mercury or snap-acting type with pilot-duty rating, stainlesssteel or bronze paddle, with appropriate range and differential adjustment, in NEMA 250, Type 1 enclosure.

2.9 ELECTRICAL POWER AND DISTRIBUTION

- A. Transformers: Transformers shall conform to UL 506. For control power other than terminal level equipment, provide a fuse or circuit breaker on the secondary side of each transformer.
- B. Surge and Transient Protection
 - 1. Provide each digital controller with surge and transient power protection. Surge and transient protection shall consist of the following devices, installed externally to the controllers.
 - 2. Power Line Surge Protection: Provide surge suppressors on the incoming power at each controller or grouped terminal controllers. Surge suppressors shall be rated in accordance with UL 1449, have a fault indicating light, and conform to the following:
 - a. The device shall be a transient voltage surge suppressor, hard-wire type individual equipment protector for 120 VAC/1 phase/2 wire plus ground.
 - b. The device shall react within 5 nanoseconds and automatically reset.
 - c. The voltage protection threshold, line to neutral, shall be no more than 211 volts.
 - d. The device shall have an independent secondary stage equal to or greater than the primary stage joule rating.
 - e. The primary suppression system components shall be pure silicon avalanche diodes.
 - f. The secondary suppression system components shall be silicon avalanche diodes or metal oxide varistors.
 - g. The device shall have an indication light to indicate the protection components are functioning.
 - h. All system functions of the transient suppression system shall be individually fused and not short circuit the AC power line at any time.
 - i. The device shall have an EMI/RFI noise filter with a minimum attenuation of 13 dB at 10 kHz to 300 MHz.
 - j. The device shall comply with IEEE C62.41.1 and IEEE C62.41.2, Class "B" requirements and be tested according to IEEE C62.45.
 - k. The device shall be capable of operating between -20 degrees F and 122 degrees F.
 - 3. Telephone and Communication Line Surge Protection: Provide surge and transient protection for DDC controllers and DDC network related devices connected to phone and network communication lines. The device shall provide continuous, non-interrupting protection, and shall automatically reset after safely eliminating transient surges. The protection shall react within 5 nanoseconds using only solid-state silicon avalanche technology. The device shall be installed at the distance recommended by its manufacturer.
 - 4. Controller Input/Output Protection: Provide controller inputs and outputs with surge protection via optical isolation, metal oxide varistors (MOV), or silicon avalanche devices. Fuses are not permitted for surge protection.
- C. Wiring: Provide complete electrical wiring for the DDC System, coordinate line of demarcation with Division 26. Unless indicated otherwise, provide all normally visible or otherwise exposed wiring in

conduit. Where conduit is required, control circuit wiring shall not run in the same conduit as power wiring over 100 volts. Circuits operating at more than 100 volts shall be in accordance with Division 26. Run all circuits over 100 volts in conduit, metallic tubing, covered metal raceways, or armored cable. Use plenum-rated cable for circuits under 100 volts in enclosed spaces. Examples of these spaces include HVAC plenums, within walls, attics, or above suspended ceilings.

- D. Power Wiring: The following requirements are for field-installed wiring:
 - 1. Wiring for 24 V circuits shall be insulated copper 18 AWG minimum and rated for 300 VAC service.
 - 2. Wiring for 120 V circuits shall be insulated copper 14 AWG minimum and rated for 600 VAC service.
- E. Analog Signal Wiring: Field-installed analog signal wiring shall be 18 AWG single or multiple twisted pair. Each cable shall be 100 percent shielded and have a 20 AWG drain wire. Each wire shall have insulation rated for 300 VAC service. Cables shall have an overall aluminum-polyester or tinned-copper cable-shield tape.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. The project plans shall be thoroughly examined for control device and equipment locations. Any discrepancies, conflicts, or omissions shall be reported to the architect/engineer for resolution before rough-in work is started.
- B. The contractor shall inspect the site to verify that equipment may be installed as shown. Any discrepancies, conflicts, or omissions shall be reported to the engineer for resolution before rough-in work is started. Verify that duct-, pipe-, and equipment-mounted devices and wiring are installed before proceeding with installation.
- C. The contractor shall examine the drawings and specifications for other parts of the work. If head room or space conditions appear inadequate—or if any discrepancies occur between the plans and the contractor's work of others—the contractor shall report these discrepancies to the engineer and shall obtain written instructions for any changes necessary to accommodate the contractor's work with the work of others. Any changes in the work covered by this specification made necessary by the failure or neglect of the contractor to report such discrepancies shall be made by—and the expense of—this contractor.

3.2 INSTALLATION

- A. Provide software in control units and operator workstation(s). Implement all features of programs to specified requirements and as appropriate to sequence of operation. Connect and configure equipment and software to achieve sequence of operation specified.
- B. Provide all components in accordance with the manufacturer's recommendations. Perform the installation under the supervision of competent technicians regularly employed in the installation of DDC systems.
- C. Provide equipment, piping, and wiring/raceway parallel to building lines (i.e., horizontal, vertical, and parallel to walls) wherever possible.
- D. Provide sufficient slack and flexible connections to allow for vibration of piping and equipment.

- E. All equipment, installation, and wiring shall comply with acceptable industry specifications and standards for performance, reliability, and compatibility and be executed in strict adherence to local codes and standard practices. Contractor shall continually monitor the field installation for code compliance and quality of workmanship. Contractor shall have work inspected by local and/or state authorities having jurisdiction over the work.
- F. Temperature Sensors: Provide temperature sensors in locations that are accessible and provide a good representation of sensed media. Installations in dead spaces are not acceptable. Calibrate sensors according to manufacturer's instructions. Do not use sensors designed for one application in a different application.
- G. Room Temperature Sensors: Verify location of thermostats and other exposed control sensors with plans and room details before installation. Mount the sensors on interior walls to sense the average room temperature at the locations indicated. Avoid locations near heat sources such as copy machines or locations by supply air outlet drafts. Mount the center of the sensor 48 inches above the floor to meet ADA requirements.
 - 1. Provide guards on room temperature sensors as shown on the plans.
- H. Duct Temperature Sensors
 - 1. Probe Type: Provide a gasket between the sensor housing and the duct wall. Seal the duct penetration air tight. Seal the duct insulation penetration vapor tight.
 - 2. Averaging Type (and coil freeze protection thermostats): Weave the capillary tube sensing element in a serpentine fashion perpendicular to the flow, across the duct or air handler cross-section, using durable non-metal supports. Prevent contact between the capillary and the duct or air handler internals. Provide a duct access door at the sensor location. The access door shall be hinged on the side, factory insulated, have cam type locks, and be as large as the duct will permit; maximum 18 x 18 inches. For sensors inside air handlers, the sensors shall be fully accessible through the air handler's access doors without removing any of the air handler's internals.
- I. Outside Air Temperature Sensors: Provide outside air temperature sensors in weatherproof enclosures on the north side of the building, away from exhaust hoods and other areas that may affect the reading. Provide a shield to shade the sensor from direct sunlight.
- J. Provide automatic dampers according to Section 23 31 13 "Ductwork."
- K. Provide damper motors on outside of duct in warm areas, not in locations exposed to outdoor temperatures.
- L. Provide labels and nameplates to identify control components according to Section 23 05 53 "Identification for HVAC Piping and Equipment."
- M. Provide hydronic instrument wells, valves, and other accessories according to Section 23 21 16 Hydronic Piping Specialties." Provide thermowells for sensors measuring piping, tank, or pressure vessel temperatures. Locate wells to sense continuous flow conditions. Do not install wells using extension couplings. Where piping diameters are smaller than the length of the wells, provide wells in piping at elbows to sense flow across entire area of well. Wells shall not restrict flow area to less than 70 percent of pipe area. Increase piping size as required to avoid restriction. Provide thermal conductivity material within the well to fully coat the inserted sensor.
- N. Provide refrigerant instrument wells, valves, and other accessories according to Section 23 23 00 "Refrigerant Piping."
- O. Provide duct volume-control dampers according to Section 23 31 13 "Ductwork"

3.3 WIRING

- A. All control and interlock wiring shall comply with national and local electrical codes, and Division 26 of this specification. Where the requirements of this section differ from Division 26, the requirements of this section shall take precedence.
- B. NEC Class 1 (line voltage) wiring shall be UL listed in approved raceway according to NEC and Division 26 requirements. Low-voltage wiring shall meet NEC Class 2 requirements. Low-voltage power circuits shall be sub-fused when required to meet Class 2 current limit.
- C. Where NEC Class 2 (current-limited) wires are in concealed and accessible locations, including ceiling return air plenums, approved cables not in raceway may be used provided that cables are UL listed for the intended application.
- D. Do not install Class 2 wiring in raceways containing Class 1 wiring. Boxes and panels containing high-voltage wiring and equipment may not be used for low-voltage wiring except for the purpose of interfacing the two (e.g. relays and transformers).
- E. Where Class 2 wiring is run exposed, wiring is to be run parallel along a surface or perpendicular to it and neatly tied at 10 ft intervals.
- F. Where plenum cables are used without raceway, they shall be supported from or anchored to structural members. Cables shall not be supported by or anchored to ductwork, electrical raceways, piping, or ceiling suspension systems.
- G. All wire-to-device connections shall be made at a terminal block or terminal strip. All wire-to-wire connections shall be at a terminal block.
- H. All wiring within enclosures shall be neatly bundled and anchored to permit access and prevent restriction to devices and terminals.
- I. Maximum allowable voltage for control wiring shall be 120 V. If only higher voltages are available, the contractor shall provide step-down transformers.
- J. All wiring shall be installed as continuous lengths, with no splices permitted between termination points.
- K. Install plenum wiring in sleeves where it passes through walls and floors. Maintain fire rating at all penetrations.
- L. Size of raceway and size and type of wire type shall be the responsibility of the contractor in keeping with the manufacturer's recommendations and NEC requirements, except as noted elsewhere.
- M. Include one pull string in each raceway 2.5 cm (1 in.) or larger.
- N. Use color-coded conductors throughout with conductors of different colors.
- O. Control and status relays are to be located in designated enclosures only. These enclosures include packaged equipment control panel enclosures unless they also contain Class 1 starters.
- P. Conceal all raceways except within mechanical, electrical, or service rooms.
- Q. Secure raceways with raceway clamps fastened to the structure and spaced according to code requirements. Raceways and pull boxes may not be hung on flexible duct strap or tie rods. Raceways may not be run on or attached to ductwork.

- R. Adhere to this specification's Division 26 requirements where raceway crosses building expansion joints.
- S. Install insulated bushings on all raceway ends and openings to enclosures. Seal top end of vertical raceways.
- T. The contractor shall terminate all control and/or interlock wiring and shall maintain updated (as-built) wiring diagrams with terminations identified at the job site.
- U. Flexible metal raceways and liquid-tight flexible metal raceways shall not exceed 1 m (3 ft) in length and shall be supported at each end. Flexible metal raceway less than ½ in. electrical trade size shall not be used. In areas exposed to moisture, including chiller and boiler rooms, liquid-tight, flexible metal raceways shall be used.
- V. Raceway must be rigidly installed, adequately supported, properly reamed at both ends, and left clean and free of obstructions. Raceway sections shall be joined with couplings (according to code). Terminations must be made with fittings at boxes, and ends not terminating in boxes shall have bushings installed.

3.4 COMMUNICATION WIRING

- A. The contractor shall adhere to the items listed in the "Wiring" article in Part 3 of the specification. All cabling shall be installed in a neat and workmanlike manner. Follow manufacturer's installation recommendations for all communication cabling
- B. Do not install communication wiring in raceways and enclosures containing Class 1 or other Class 2 wiring.
- C. Maximum pulling, tension, and bend radius for the cable installation, as specified by the cable manufacturer, shall not be exceeded during installation.
- D. Contractor shall verify the integrity of the entire network following cable installation. Use appropriate test measures for each particular cable.
- E. When a cable enters or exits a building, a lightning arrestor must be installed between the lines and ground. The lighting arrestor shall be installed according to manufacturer's instructions.
- F. All runs of communication wiring shall be unspliced length when that length is commercially available.
- G. All communication wiring shall be labeled to indicate origination and destination data.
- H. Grounding of coaxial cable shall be in accordance with NEC regulations article on "Communications Circuits, Cable, and Protector Grounding."
- I. BACnet MS/TP communications wiring shall be installed in accordance with ASHRAE/ANSI Standard 135. This includes but is not limited to:
 - 1. The network shall use shielded, twisted-pair cable with characteristic impedance between 100 and 120 ohms. Distributed capacitance between conductors shall be less than 100 pF per meter (30 pF per foot.)
 - 2. The maximum length of an MS/TP segment is 1200 meters (4000 ft) with AWG 18 cable. The use of greater distances and/or different wire gauges shall comply with the electrical specifications of EIA-485.

- 3. The maximum number of nodes per segment shall be 32, as specified in the EIA 485 standard. Additional nodes may be accommodated by the use of repeaters.
- 4. An MS/TP EIA-485 network shall have no T connections.
- J. Fiber Optic Cable: Maximum pulling tensions as specified by the cable manufacturer shall not be exceeded during installation. Post-installation residual cable tension shall be within cable manufacturer's specifications. All cabling and associated components shall be installed in accordance with manufacturers' instructions. Minimum cable and unjacketed fiber bend radii, as specified by cable manufacturer, shall be maintained.

3.5 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components and equipment installation, including connections. Report results in writing.
 - 1. Operational Test: After electrical circuitry has been energized, start units to confirm proper unit operation. Remove and replace malfunctioning units and retest.
 - 2. Test and adjust controls and safeties.
 - 3. Test calibration of controllers by disconnecting input sensors and stimulating operation with compatible signal generator.
 - 4. Test each point through its full operating range to verify that safety and operating control set points are as required.
 - 5. Test each control loop to verify stable mode of operation and compliance with sequence of operation. Adjust PID actions.
 - 6. Test each system for compliance with sequence of operation.
 - 7. Test software and hardware interlocks.
- B. DDC Verification:
 - 1. Verify that instruments are installed before calibration, testing, and loop or leak checks.
 - 2. Check instruments for proper location and accessibility.
 - 3. Check instrument installation for direction of flow, elevation, orientation, insertion depth, and other applicable considerations.
 - 4. Check instrument tubing for proper fittings, slope, material, and support.
 - 5. Check installation of air supply for each instrument.
 - 6. Check flow instruments. Inspect tag number and line and bore size, and verify that inlet side is identified and that meters are installed correctly.
 - 7. Check pressure instruments, piping slope, installation of valve manifold, and self-contained pressure regulators.
 - 8. Check temperature instruments and material and length of sensing elements.
 - 9. Check control valves. Verify that they are in correct direction.
 - 10. Check air-operated dampers. Verify that pressure gages are provided and that proper blade alignment, either parallel or opposed, has been provided.
 - 11. Check DDC system as follows:
 - a. Verify that DDC controller power supply is from emergency power supply, if applicable.
 - b. Verify that wires at control panels are tagged with their service designation and approved tagging system.
 - c. Verify that spare I/O capacity has been provided.
 - d. Verify that DDC controllers are protected from power supply surges.
- C. Replace damaged or malfunctioning controls and equipment and repeat testing procedures.

3.6 ADJUSTING

- A. Calibrating and Adjusting:
 - 1. Calibrate instruments.
 - 2. Make three-point calibration test for both linearity and accuracy for each analog instrument.
 - 3. Calibrate equipment and procedures using manufacturer's written recommendations and instruction manuals. Use test equipment with accuracy at least double that of instrument being calibrated.
 - 4. Control System Inputs and Outputs:
 - a. Check analog inputs at 0, 50, and 100 percent of span.
 - b. Check analog outputs using milliampere meter at 0, 50, and 100 percent output.
 - c. Check digital inputs using jumper wire.
 - d. Check digital outputs using ohmmeter to test for contact making or breaking.
 - e. Check resistance temperature inputs at 0, 50, and 100 percent of span using a precision-resistant source.
 - 5. Flow:
 - a. Set differential pressure flow transmitters for 0 and 100 percent values with 3-point calibration accomplished at 50, 90, and 100 percent of span.
 - b. Manually operate flow switches to verify that they make or break contact.
 - 6. Pressure:
 - a. Calibrate pressure transmitters at 0, 50, and 100 percent of span.
 - b. Calibrate pressure switches to make or break contacts, with adjustable differential set at minimum.
 - 7. Temperature:
 - a. Calibrate resistance temperature transmitters at 0, 50, and 100 percent of span using a precision-resistance source.
 - b. Calibrate temperature switches to make or break contacts.
 - 8. Stroke and adjust control valves and dampers without positioners, following the manufacturer's recommended procedure, so that valve or damper is 100 percent open and closed.
 - 9. Stroke and adjust control valves and dampers with positioners, following manufacturer's recommended procedure, so that valve and damper is 0, 50, and 100 percent closed.
 - 10. Provide diagnostic and test instruments for calibration and adjustment of system.
 - 11. Provide written description of procedures and equipment for calibrating each type of instrument. Submit procedures review and approval before initiating startup procedures.
- B. Adjust initial temperature and humidity set points.
- C. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to three visits to Project during other than normal occupancy hours for this purpose.

3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain HVAC instrumentation and controls. Refer to Section 01 79 00 "Demonstration and Training."
- B. Provide a qualified instructor (or instructors) with five years minimum field experience with the installation and programming of similar BACnet DDC systems. Orient training to the specific systems installed. Coordinate training times with the Owner. Training shall take place at the job site.
- C. This training shall last 8 hours and shall be conducted at the DDC system workstation, at a notebook computer connected to the DDC system in the field, and at other site locations as necessary. Upon completion of the Training, each trainee should fully understand the project's DDC system operation. The training session shall include the following:
- D. Provide basic control system fundamentals training.
 - 1. This project's list of control system components
 - 2. This project's list of points and objects
 - 3. This project's device and network communication architecture
 - 4. This project's sequences of control, and:
 - 5. Alarm capabilities
 - 6. Trending capabilities
 - 7. Troubleshooting communication errors
 - 8. Troubleshooting hardware errors
- E. Provide additional project-specific training:
 - 1. A walk-through tour of the mechanical system and the installed DDC components (controllers, valves, dampers, surge protection, switches, thermostats, sensors, etc.)
 - 2. A discussion of the components and functions at each DDC panel
 - 3. Logging-in and navigating at each operator interface type
 - 4. Using each operator interface to find, read, and write to specific controllers and objects
 - 5. Modifying and downloading control program changes
 - 6. Modifying setpoints
 - 7. Creating, editing, and viewing trends
 - 8. Creating, editing, and viewing alarms
 - 9. Creating, editing, and viewing operating schedules and schedule objects
 - 10. Backing-up and restoring programming and data bases
 - 11. Modifying graphic text, backgrounds, dynamic data displays, and links to other graphics
 - 12. Creating new graphics and adding new dynamic data displays and links
 - 13. Alarm and Event management
 - 14. Adding and removing network devices

3.8 TEST AND BALANCE SUPPORT

- A. The controls contractor shall coordinate with and provide on-site support to the test and balance (TAB) personnel This support shall include:
 - 1. On-site operation and manipulation of control systems during the testing and balancing.
 - 2. Control setpoint adjustments for balancing all relevant mechanical systems.
 - 3. Tuning control loops with setpoints and adjustments determined by TAB personnel.

3.9 CONTROLS SYSTEM OPERATORS MANUALS

- A. Provide three electronic and printed copies of a Controls System Operators Manual. The manual shall be specific to the project, written to actual project conditions, and provide a complete and concise depiction of the installed work. Provide information in detail to clearly explain all operation requirements for the control system.
- B. Provide with each manual: CDs of the project's control system drawings, control programs, data bases, graphics, and all items listed below. Include gateway back-up data and configuration tools where applicable. Provide CDs in jewel case with printed and dated project-specific labels on both the CD and the case. For text and drawings, use Adobe Acrobat or MS Office file types. When approved by the Owner, AutoCAD and Visio files are allowed. Give files descriptive English names and organize in folders.
- C. Provide printed manuals in sturdy 3-ring binders with a title sheet on the outside of each binder indicating the project title, project location, contract number, and the controls contractor name, address, and telephone number. Each binder shall include a table of contents and tabbed dividers, with all material neatly organized. Manuals shall include the following:
 - 1. A copy of the as-built control system (shop) drawings set, with all items specified under the paragraph "Submittals." Indicate all field changes and modifications.
 - 2. A copy of the project's mechanical design drawings, including any official modifications and revisions.
 - 3. A copy of the project's approved Product Data submittals provided under the paragraph "Submittals."
 - 4. A copy of the project's approved Performance Verification Testing Plan and Report.
 - 5. A copy of the project's approved final TAB Report.
 - 6. Printouts of all control system programs, including controller setup pages if used. Include plain-English narratives of application programs, flowcharts, and source code.
 - 7. Printouts of all physical input and output object properties, including tuning values, alarm limits, calibration factors, and set points.
 - 8. A table entitled "AC Power Table" listing the electrical power source for each controller. Include the building electrical panel number, panel location, and circuit breaker number.
 - 9. The DDC manufacturer's hardware and software manuals in both print and CD format with printed project-specific labels. Include installation and technical manuals for all controller hardware, operator manuals for all controllers, programming manuals for all controllers, operator manuals for all workstation software, installation and technical manuals for the workstation and notebook, and programming manuals for the workstation and notebook software.
 - 10. A list of qualified control system service organizations for the work provided under this contract. Include their addresses and telephone numbers.
 - 11. A written statement entitled "Software Upgrades" stating software and firmware patches and updates will be provided upon request at no additional cost to the Owner for a minimum of two years from contract acceptance. Include a table of all DDC system software and firmware provided under this contract, listing the original release dates, version numbers, part numbers, and serial numbers.

3.10 CLEANING

- A. The contractor shall clean up all debris resulting from his/her activities daily. The contractor shall remove all cartons, containers, crates, etc., under his/her control as soon as their contents have been removed. Waste shall be collected and placed in a designated location.
- B. At the completion of work in any area, the contractor shall clean all work, equipment, etc., keeping it free from dust, dirt, and debris, etc.

C. At the completion of work, all equipment furnished under this section shall be checked for paint damage, and any factory-finished paint that has been damaged shall be required to match the adjacent areas. Any cabinet or enclosure that has been deformed shall be replaced with new material and repainted to match the adjacent areas.

END OF SECTION 23 09 00

SECTION 23 09 93

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 1 Specification Sections, apply to this Section.
- B. Related Sections include the following:
 - 1. Division 23 Section "Common Work Results"
 - 2. Section 23 09 00 Instrumentation and Control for HVAC for control equipment and devices and submittal requirements.
 - 3. Division 23 Sections Equipment with built in DDC controllers
 - 4. Division 23 Section "Testing, Adjusting, and Balancing"
 - 5. Division 26

1.2 GENERAL

- A. This Section includes control sequences for HVAC systems, subsystems, and equipment. Provide control devices, control software and control wiring as required for automatic operation of each sequence specified. The system is BAS controlled using electric actuation.
 - 1. Provide automatic control for system operation as described herein, although word "automatic" or "automatically", is not used.
 - 2. Manual operation is limited only where specifically described; however, provide manual override for each automatic operation.
 - 3. Where manual start-up is called for, also provide scheduled automatic start-stop capabilities.
- B. These sequences are intended to be performance based. Implementations that provide the same functional result using different underlying detailed logic will be acceptable.
- C. Unless otherwise indicated, control loops shall be enabled and disabled based on the status of the system being controlled to prevent windup. When a control loop is enabled or re-enabled, it and all its constituents (such as the proportional and integral terms) shall be set initially to a Neutral value. A control loop in Neutral shall correspond to a condition that applies the minimum control effect, i.e., valves/dampers closed, VFDs at minimum speed, etc.
- D. The term "proven" (i.e., "proven on"/ "proven off") shall mean that the equipment's DI status point (where provided, e.g. current switch, DP switch, or VFD status) matches the state set by the equipment's DO command point.
- E. The term "software point" shall mean an analog variable, and "software switch" shall mean a digital (binary) variable, that are not associated with real I/O points. They shall be read/write capable (e.g., BACnet analog variable and binary variable).
- F. Functions called for in sequence of operations are minimum requirements and not to limit additional BAS system capabilities. Determine, through operation of the system, proportional bands, interval time,

integral periods, adjustment rates, and any other input information required to provide stable operation of the control programs.

- G. To avoid abrupt changes in equipment operation, the output of every control loop shall be capable of being limited by a user adjustable maximum rate of change, with a default of 25% per minute.
- H. Setpoints, timers, deadbands, PID gains, etc., listed in sequences shall be adjustable by the user with appropriate access level whether indicated as adjustable in sequences or not. Software points shall be used for these variables. Fixed scalar numbers shall not be embedded in programs except for physical constants and conversion factors.
- I. Values for all points, including real (hardware) points used in control sequences shall be capable of being overridden by the user with appropriate access level (e.g., for testing and commissioning). If hardware design prevents this for hardware points, they shall be equated to a software point and the software point shall be used in all sequences.
- J. For each item of equipment, provide following functions which are not specifically mentioned in each Sequence of Operation:
 - 1. Start-Stop, manual, and scheduled
 - 2. On-Off status of each piece of equipment
 - 3. Run-time
 - 4. Alarm
- K. Provide Sequenced starting of HVAC equipment, whether or not specifically mentioned in each Sequence of Operation: At initial start-up; for automatic starting on emergency power, or after power blackout.
- L. Setback Controls:
 - 1. Heating systems shall be equipped with controls configured to automatically restart and temporarily operate the system as required to maintain zone temperatures above an adjustable heating setpoint at least10°F below the occupied heating setpoint.
 - 2. Cooling systems shall be equipped with controls configured to automatically restart and temporarily operate the mechanical cooling system as required to maintain zone temperatures below an adjustable cooling setpoint at least 5°F above the occupied cooling setpoint or to prevent high space humidity levels.
 - 3. Optimum Start Controls. Individual heating and cooling systems with setback controls shall have optimum start controls. The control algorithm shall, as a minimum, be a function of the difference between space temperature and occupied setpoint, the outdoor temperature, and the amount of time prior to scheduled occupancy.
 - 4. Radiant heating systems configured with a setback heating setpoint at least 4°F below the occupied heating setpoint. These systems shall incorporate floor temperature into the optimum start algorithm.
- M. All setpoints shall be monitored and adjustable. Setpoints listed herein are approximate. It is the responsibility of the BAS contractor to calibrate the system and all setpoints to actual working conditions once the system is on line.
- N. Variable Frequency Drives
 - 1. To avoid operator confusion, the speed command point (and speed feedback point, if used) for VFDs should be configured so that a speed of 0% corresponds to 0 Hz and 100% corresponds to maximum speed set in the VFD, not necessarily 60 Hz. The maximum speed may be limited below 60 Hz to protect equipment or it may be above 60 Hz for direct drive equipment. Many times, drives are configured such that a 0% speed signal corresponds to the minimum speed

programmed into the VFD, but that causes the speed AO value and the actual speed to deviate from one another.

- 2. For each piece of equipment, the minimum speed shall be stored in a single software point. This value shall be written to the VFD's minimum speed setpoint via the drive's network interface; in the case of a hard-wired VFD interface, the minimum speed shall be the lowest speed command sent to the drive by the BAS.
- 3. Current VFD status and operating conditions shall be monitored through its communications interface port. The interface shall monitor the following software points: Motor RPM, motor amps, motor runtime, VFD status, "In fault condition", and "In bypass".
- 4. System Dampers:
 - a. Damper control typically consists of a requirement to open a damper (such as an outdoor air damper, smoke damper, isolation damper, etc.) before the motor is to operate in any mode (drive or bypass). This means that a "start" or "run" command can come from the BAS, an operator at the VFD provides a local "start" command at the VFD keypad, or the command can come from the serial communication connection.
 - b. After a run command is received, but before the VFD actually runs the motor, the VFD shall close a relay contact to actuate the damper. When the damper is fully open, an end switch from the damper will close and then the VFD will be allowed to operate the motor. The damper end-switches shall be mounted such that they can be adjusted during start-up so the open indication is only provided when the damper is in the fully open position.
 - c. Ensure that the VFD has an input that when activated, will stop the motor in any VFD operating mode as well as bypass.
 - d. Where dampers operate in conjunction with fan operation, the damper open signal shall precede the fan start signal by 10-23 seconds. The damper close signal shall be delayed 10-23 seconds after the fan stop signal.
- O. Alarms
 - 1. All alarms shall include a Time/Date Stamp using the standalone control module time and date.
 - 2. Each alarm can be configured in terms of criticality (Critical/Not Critical), operator acknowledgement (Requires Acknowledgement/Does Not Require Acknowledgement), and conditions required for an alarm to clear automatically (Requires Acknowledgement of a Return to Normal/Does Not Require Acknowledgement of a Return to Normal).
 - 3. An operator shall be able to sort alarms based on level, time/date, and current status.
 - 4. Alarms should be reported with the following information:
 - a. Date and time of the alarm
 - b. Level of the alarm
 - c. Description of the alarm
 - d. Equipment tags for the units in alarm
 - e. Possible causes of the alarm, if provided by the fault detection routines
 - f. The source that serves the equipment in alarm
 - 5. There shall be 5 levels of alarm
 - a. Level 1: Critical/life safety
 - b. Level 2: Significant equipment failure
 - c. Level 3: Non-critical equipment failure/operation
 - d. Level 4: Energy conservation monitor
 - e. Level 5: Maintenance indication, notification
 - f. 19.
 - 6. Hierarchical Alarm Suppression: For each piece of equipment or space controlled by the BAS, define its relationship (if any) to other equipment in terms of "source," "load," or "system."

- a. Source: A component is a "source" if it provides resources to a downstream component, such as a chiller providing chilled water to an AHU.
- b. Load: A component is a "load" if it receives resources from an upstream component, such as an AHU that receives chilled water from a chiller.
- c. The same component may be both a load (receiving resources from an upstream source) and a source (providing resources to a downstream load).
- d. System: A set of components is a "system" if they share a load in common (i.e., collectively act as a source to downstream equipment, such as a set of chillers in a lead/lag relationship serving air handlers).
 - 1) If a single component acts as a source for downstream loads (e.g., an AHU as a source for its VAV boxes), then that single source component shall be defined as a "system" of one element.
 - 2) For equipment with associated pumps (chillers, boilers, cooling towers):
 - a) If the pumps are in a one-to-one relationship with equipment they serve, the pumps shall be treated as part of the system to which they are associated (i.e., they are not considered loads) since a pump failure will necessarily disable its associated equipment.
 - b) If the pumps are headered to the equipment they serve, then the pumps may be treated as a system, which is a load relative to the upstream equipment (e.g., chillers) and a source relative to downstream equipment (e.g., air handlers).
- e. For each system as defined above, there shall be a SystemOK flag, which is either true or false.
- f. SystemOK shall be true when all of the following are true:
 - 1) The system is proven on.
 - 2) The system is achieving its temperature and/or pressure setpoint(s) for at least five minutes
 - 3) The system is ready and able to serve its load
- g. SystemOK shall be false while the system is starting up (i.e., before reaching setpoint) or when enough of the system's components are unavailable (in alarm, disabled, or turned off) to disrupt the ability of the system to serve its load. This threshold shall be defined by the design engineer for each system.
 - 1) By default, Level 1 through Level 3 component alarms (indicating equipment failure) shall inhibit SystemOK. Level 4 and Level 5 component alarms (maintenance and energy efficiency alarms) shall not affect SystemOK.
 - 2) The operator shall have the ability to individually determine which component alarms may or may not inhibit SystemOK.
- h. The BAS shall selectively suppress (i.e., fail to announce; alarms may still be logged to a database) alarms for load components if SystemOK is false for the source system that serves that load.
 - 1) If SystemOK is false for a cooling water system (i.e., chiller, cooling tower, or associated pump) then only high temperature alarms from the loads shall be suppressed.
 - 2) If SystemOK is false for a heating water system (i.e., boiler or associated pump) then only low temperature alarms from the loads shall be suppressed.
 - 3) If SystemOK is false for an airside system (air handler, fan coil, VAV box, etc.), then all alarms from the loads shall be suppressed.

- i. This hierarchical suppression shall cascade through multiple levels of load-source relationship, such that alarms at downstream loads shall also be suppressed.
- j. The following types of alarms will never be suppressed by this logic:
 - 1) Life/safety and Level 1 alarms
 - 2) Failure-to-start alarms (i.e., equipment is commanded on, but status point shows equipment to be off)
 - 3) Failure-to-stop/hand alarms (i.e., equipment is commanded off, but status point shows equipment to be on)
- P. Time-Based Suppression Block: This block is used to suppress reset requests and alarms after a change in setpoint. This includes automatic changes in setpoint, e.g., due to a change in occupancy sensor status, as well as changes made by occupants. This block shall calculate a time delay period after any change in setpoint based on the difference between the controlled variable (e.g., zone temperature) at the time of the change and the new setpoint. The default time delay period shall be:
 - 1. For thermal zone temperature alarms: 10 minutes per °F of difference, but no longer than 120 minutes
 - 2. For thermal zone temperature cooling requests: 5 minutes per °F of difference, but no longer than 30 minutes
 - 3. For thermal zone heating requests: 5 minutes per °F of difference, but no longer than 30 minutes
- Q. Normal positions for controlled devices:
 - 1. Unless noted, the following valves and dampers shall fail closed:
 - a. Outside air dampers
 - b. Relief air dampers
 - c. Exhaust air closure dampers
 - d. Steam valves at convertors
 - e. Cooling coil valves for coils located indoors shall close to the coil.
 - f. Domestic hot water heat source.
 - g. Humidifier valves.
 - 2. Unless noted, the following valves and dampers shall fail open:
 - a. Heating coils.
 - b. Cooling coil valves for coils located outdoors shall open to the coil.

1.3 GRAPHICAL USER INTERFACE

- A. All points shown in the points list or described in the sequence shall be shown on the graphics.
- B. All setpoints including setpoints internal to control algorithms shall be adjustable from all BAS operator interfaces. All commands shall be overridable from all BAS operator interfaces. All control points shall be adjustable or overridable from the same graphic page that displays the points.
- C. All points required by the sequence of operation including, but not limited to, the points listed in the sequences of operation below, as well as all of the points' associated values, shall be connected to the BAS and available to the BAS operators on all operator workstations and all operator interface devices as part of a graphical display that depicts the mechanical system controlled.

PART 2 - SEQUENCES

2.1 DOAS UNIT

- A. DOAS Units with Energy Recovery and Heating/Cooling.
 - 1. Occupied Mode:
 - a. User defined occupancy schedule.
 - b. BAS shall enable the DOAS unit based upon programmed occupancy schedule.
 - c. Factory installed package controller, integrated with BAS shall provide unit control (Refer to Section 23 74 33).
 - 2. Unoccupied Mode:
 - a. User defined schedule.
 - b. DOAS shall be Off and associated OA and EA MOD's are closed.
 - 3. Safety:
 - a. Duct smoke detector (by Division 26).
 - b. Freezestat (by control contractor).
 - c. Low and High DA temperature (by control contractor).
 - 4. BAS: Display the following data:
 - a. DA temperature.
 - b. Building EA Temperature
 - c. OA Dry Bulb Temperature
 - d. OA Wet Bulb Temperature
 - e. Heating/Cooling command and status (readable through DOAS Controller)
 - f. Freezestat (Generate an alarm).
 - g. Monitor supply fan and exhaust fan status and speed.
 - h. Monitor system operating mode: heating, cooling, or economizing.
 - i. OA and EA damper status and command

2.2 ENERGY RECOVERY UNITS

- A. Energy Recovery Units with Energy Recovery, Economizer Bypass, and Heating.
 - 1. Occupied Mode:
 - a. User defined occupancy schedule.
 - b. BAS shall enable the ERU unit based upon programmed occupancy schedule.
 - c. Factory installed package controller, integrated with BAS shall provide unit control as follows (Refer to Section 23 72 00):
 - 1) Once enabled, unit OA and EA dampers shall open, and supply/exhaust fans shall operate at constant speed based upon input for the TAB contractor.
 - Heating: Discharge air temperature shall be 68 deg F when OA temp is below 50 deg F. Electric duct coil output modulates to maintain heating discharge air temperature setpoint.
 - 3) Economizer: Face/Bypass dampers shall modulate to provide economizer cooling via package enthalpy controls.

- 2. Unoccupied Mode:
 - a. User defined schedule.
 - b. ERU shall be Off and associated OA and EA MOD's are closed.
- 3. BAS: Display the following data:
 - a. DA temperature.
 - b. EA Temperature
 - c. OA Dry Bulb Temperature
 - d. OA Wet Bulb Temperature
 - e. Heating command and status (readable through ERU Controller)
 - f. Freezestat (Generate an alarm).
 - g. Monitor supply fan and exhaust fan status and speed.
 - h. Monitor system operating mode: heating or economizing.
 - i. OA and EA damper status and command

2.3 TERMINAL UNITS

- A. Perimeter Heating Units
 - 1. Panel Radiators; Room Temperature:
 - a. Input Device: Existing electronic temperature sensor.
 - b. Output Device: Existing electronic control-valve operator.
 - c. Action: On fall in space temperature below the VRF heat pump heating setpoint, as determined via Bacnet integration with the VRF controller, 2-position valve controlled to maintain space temperature (refer to Section 23 81 29).
 - 2. Sequence in operation with heat pumps in the same zone. Heating setpoint for panel radiation shall be 2 deg F lower than heat pump setpoint such that panel radiator provides second stage heat.

2.4 VARIABLE REFRIGERANT FLOW HEAT PUMP SYSTEM

- A. System shall operate by manufacturer-supplied controls and wall thermostat to maintain space setpoints during occupied and unoccupied modes. Refer to Section 23 81 31.
- B. BAS shall integrate via BACNET Communication IP interface for monitoring all parameters available at the VRF controller and to enable setpoint adjustment for space temperature through the BAS.
- C. BAS shall schedule operation for the VRF Heat Pump System (enable/disable).
- D. Display the following thru BAS for the above:
 - 1. System status ON/OFF.
 - 2. Space temperature setpoint and status
 - 3. All readable points available through the Bacnet interface

END OF SECTION 23 09 93

SECTION 23 23 00

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.
- B. Related Sections include the following:
 - 1. Division 23 Section "Common Work Results"
 - 2. Division 23 Section "Variable Refrigerant Flow HVAC Systems"

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, refrigerant piping, and piping specialty.
- B. Delegated-Design Submittals: Refrigerant piping layout and design shall be by unit manufacturer. Include design calculations with corresponding diagram of refrigerant piping and tubing sizing for each system installed.
 - 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. Include calculations showing that system travel distance for refrigerant piping is within horizontal and vertical travel distances set by manufacturer.

1.4 CLOSEOUT SUBMITTALS

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

1.5 QUALITY ASSURANCE

- A. 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."

1.6 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 COPPER TUBE AND FITTINGS

- A. Copper Tube: ASTM B 88, Type K or L, ASTM B 280, Type ACR.
- B. Wrought-Copper Fittings: ASME B16.22.
- C. Wrought-Copper Unions: ASME B16.22.
- D. Solder Filler Metals: ASTM B 32. Use 95-5 tin antimony or alloy HB solder to join copper socket fittings on copper pipe.
- E. Brazing Filler Metals: AWS A5.8/A5.8M.

2.2 VALVES AND SPECIALTIES

- A. Working Pressure Ratings and Temperatures shall be compatible with the system and refrigerant. Provide system components with pressure rating equal to or greater than system operating pressure.
- B. Service Valves:
 - 1. Body: Forged brass with brass cap including key end to remove core.
 - 2. Core: Removable ball-type check valve with stainless-steel spring.
 - 3. Seat: Polytetrafluoroethylene.
 - 4. End Connections: Copper spring.
- C. Solenoid Valves: Comply with AHRI 760 and UL 429; listed and labeled by a National Recognized Testing Laboratory (NRTL).
- D. Thermostatic Expansion Valves: Comply with AHRI 750.
- E. 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.
- F. Replaceable-Core Filter Dryers: Comply with AHRI 730.
 - 1. Body and Cover: Painted-steel shell with ductile-iron cover, stainless-steel screws, and neoprene gaskets.
 - 2. Filter Media: 10 microns, pleated with integral end rings; stainless-steel support.
 - 3. Desiccant Media.
 - 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.

2.3 VRF SYSTEM REFRIGERANT PIPING

- A. Refrigerant Tubing Kits:
 - 1. Furnished by VRF HVAC system manufacturer.
 - 2. Factory-rolled and -bundled, soft-copper tubing with tubing termination fittings at each end.
 - 3. Standard one-piece length for connecting to indoor units.
 - 4. Pre-insulated with flexible elastomeric insulation of thickness to comply with governing energy code and sufficient to eliminate condensation.
 - 5. Factory Charge: Dehydrated nitrogen.
- B. Divided-Flow Specialty Fittings: Where required by VRF HVAC system manufacturer for proper system operation, VRF HVAC system manufacturer shall furnish specialty fittings with identification and instructions for proper installation by Installer.
- C. Refrigerant Isolation Ball Valves:
 - 1. Description: Uni-body full port design, rated for maximum system temperature and pressure, and factory tested under pressure to ensure tight shutoff. Designed for valve operation without removing seal cap.
 - 2. Seals: Compatible with system refrigerant and oil. Seal service life of at least 20 years.
 - 3. Valve Connections: Flare or sweat depending on size.

PART 3 - EXECUTION

3.1 VALVE AND SPECIALTY APPLICATIONS

- A. Provide refrigerant specialties in accordance with HVAC system manufacturers requirements.
- B. Provide thermostatic expansion valves as close as possible to distributors on evaporators.
- C. Provide moisture/liquid indicators in liquid line at the inlet of the thermostatic expansion valve or at the inlet of the evaporator coil capillary tube.

3.2 PIPING INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Provide piping layout, fittings, valves, and specialties in accordance with the outdoor unit manufacturer's instruction.
- B. Provide refrigerant piping according to ASHRAE 15.
- C. Provide piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.
 - 1. In rooms without ceiling, arrange piping and tubing, controls, and electrical power serving units to provide a neat and finished appearance. Provide piping at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
 - 2. In rooms with ceilings, conceal piping and tubing, controls, and electrical power serving units above ceilings. Provide piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- D. Provide piping adjacent to machines to allow service and maintenance.
- E. Provide fittings for changes in direction and branch connections.
- F. Provide piping as short and direct as possible, with a minimum number of joints, elbows, and fittings.
- G. Arrange piping to allow inspection and service of refrigeration equipment. Provide valves and specialties in accessible locations to allow for service and inspection.
- H. Metal Hangers and Supports: Refer to 230500 "Common Work Results".
- I. Provide piping free of sags and bends. Unless otherwise required by VRF HVAC system manufacturer, slope refrigerant piping and tubing as follows:
 - 1. Provide horizontal hot-gas discharge piping with a uniform slope downward away from compressor.
 - 2. Provide horizontal suction lines with a uniform slope downward to compressor.
 - 3. Provide traps and double risers to entrain oil in vertical runs.
 - 4. Liquid lines may be installed level.
- J. 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.
- K. Provide piping with adequate clearance between pipe and adjacent walls and hangers or between pipes for insulation installation.
- L. Refrigerant Tubing Kits: Unroll and straighten tubing to suit installation. Deviations in straightness of exposed tubing shall be unnoticeable to observer. Prepare tubing ends and make mating connections to provide a pressure tight and leak-free installation.

3.3 PIPE JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Before installation, clean piping, tubing, and fittings to cleanliness level required by system manufacturer.

- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Fill pipe and fittings with an inert gas (nitrogen or carbon dioxide), during brazing or welding, to prevent scale formation.
- E. Soldered Joints: Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook."
- F. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," Chapter "Pipe and Tube." When brazing, remove or protect components that could be damaged by heat.

3.4 HANGERS AND SUPPORTS

- A. Comply with requirements for pipe hangers and supports specified in Section 23 05 29 "Hangers and Supports for HVAC Piping and Equipment."
- B. Provide the following pipe attachments: Adjustable steel clevis hangers. Copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
- C. Provide hangers for copper tubing with the following maximum spacing and minimum rod diameters:
 - 1. NPS less than or equal to 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.

3.5 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Comply with ASME B31.5, Chapter VI.
 - 2. Test refrigerant piping, specialties, and receivers. Isolate compressor, condenser, evaporator, and safety devices from test pressure if they are not rated above the test pressure.
 - 3. Test high- and low-pressure side piping of each system separately at not less than the pressures indicated in "Performance Requirements" Article.
 - a. Fill system with nitrogen to the required test pressure.
 - b. System shall maintain test pressure at the manifold gage throughout duration of test.
 - c. Test joints and fittings with electronic leak detector or by brushing a small amount of soap and glycerin solution over joints.
 - d. Remake leaking joints using new materials, and retest until satisfactory results are achieved.
- B. Prepare test and inspection reports.

3.6 SYSTEM CHARGING

- A. Charge system using the following procedures:
 - 1. Provide 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.

3.7 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 controllers to the system design temperature.

END OF SECTION 23 23 00

SECTION 23 31 13

DUCTWORK

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.
- B. Related Sections include the following:
 - 1. Division 8 for Access Doors
 - 2. Division 23 Section "Common Work Results"
 - 3. Division 23 Section "Diffusers, Registers, and Grilles."
 - 4. Division 23 Control Section
 - 5. Division 23 Section "Testing, Adjusting, and Balancing".

1.2 SUMMARY

A. This Section includes ductwork and accessories.

1.3 SYSTEM DESCRIPTION

- A. Drawings show the general layout of ductwork and accessories but do not show all required fittings and offsets that may be necessary to connect ducts and to coordinate with other trades. Fabricate ductwork based on field measurements. Provide necessary fittings and offsets. Coordinate with other trades for space available and relative location of HVAC equipment and accessories on ceiling grid. Duct sizes on the drawings are inside dimensions, which may be altered by Contractor to other dimensions with the same air handling characteristics where necessary to avoid interferences and clearance difficulties.
- B. The contractor must comply with the enclosed specification in its entirety. If on inspections, the engineer finds changes have been made without prior written approval, the contractor will make the applicable changes to comply with this specification, at the contractor's expense.
- C. At the discretion of the engineer, sheet metal gauges, and reinforcing may be randomly checked to verify duct construction is in compliance.

1.4 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. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1. Exception: Sheet metal surfaces and fasteners.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of the following products:
 - 1. Sealants and gaskets.
- 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. Fittings.
 - 4. Reinforcement and spacing.
 - 5. Seam and joint construction.
 - 6. Penetrations through fire-rated and other partitions.
 - 7. Equipment installation based on equipment being used on Project.
 - 8. Hangers and supports, including methods for duct and building attachment.
- 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.
- D. Ductwork Specialties Product Data; provide for the following:
 - 1. Sealant
 - 2. Duct-mounted access doors and panels.
 - 3. Flexible ducts.
 - 4. Backdraft dampers.
 - 5. Manual-volume dampers: Damper manufacturer's printed application and performance data including pressure, velocity and temperature limitations shall be submitted for approval.
 - 6. Life Safety dampers: Provide complete submittal information (including installation instructions) and the manufacturer's certification of compliance with these specifications for approval prior to bidding. Contractor shall include damper manufacturer's Installation Instructions as part of the submittal. These instructions shall describe the applicable requirements for damper sleeve thickness, retaining angles, and methods of attachment, duct-to-sleeve connections, preparation of wall or floor openings, and all other requirements to provide an installation equivalent to that tested by the damper manufacturer during the UL Standard 555 qualification procedures. Contractor shall detail any proposed installations that deviate from these manufacturer's instructions and explain the needed deviations.
 - 7. Louvers: Provide data describing design characteristics, maximum recommended air velocity, design free area, AMCA seals, materials and finishes. Provide independent agency reports showing compliance with specified performance criteria. For units with factory-applied color finishes, provide color chart.

1.6 INFORMATIONAL SUBMITTALS

- A. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.
- B. Record Drawings: Indicate actual routing, fitting details, reinforcement, support, and installed accessories and devices.

1.7 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For air duct accessories to include in operation and maintenance manuals.

1.8 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- B. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 "Systems and Equipment" and Section 7 "Construction and System Start-up."
- C. National Fire Protection Association (NFPA)
 - 1. 90A: Standard for the Installation of Air Conditioning and Ventilating Systems
 - 2. 96: Ventilation Control and Fire Protection of Commercial Cooking Operations
- D. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
 - 1. 3rd Edition: 2005 HVAC Duct Construction Standards, Metal and Flexible
 - 2. 1st Edition: 2012 ANSI/SMACNA 016-2012 HVAC Air Duct Leakage Test Manual

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sealant and fire stopping materials to site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multi-component materials.
- B. Deliver, store and handle materials according to manufacturer's written recommendations.
- C. All ductwork, equipment, and fittings delivered and stored on the job site must be capped to prevent the entry of moisture, construction dust or other debris.

PART 2 - PRODUCTS

2.1 SHEET METAL MATERIALS

- A. General Material Requirements: Comply with SMACNA 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. Galvanized Coating Designation: G60 or G90 as indicated. 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. Reinforcement Shapes and Plates: ASTM A-36/A-36M, steel plates, shapes, and bars; black and galvanized.

E. 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.

2.2 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA based on indicated static-pressure class unless otherwise indicated.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA.
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA.
- D. Cross Breaking or Cross Beading: Cross break or cross bead duct sides 19 inches and larger and 0.0359 inch thick or less, with more than 10 sq. ft. of un-braced panel area, unless ducts are lined. All large ducts must be braced as required to prevent drumming.
- E. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA.
 - 1. Fig. 2-3 Rectangular Elbows: Type RE2 square throat with vanes, Type RE1 radius (1.5W minimum), or Type RE5 dual radius. Square throat is not allowed.
 - 2. Vane support in elbows: Fig 2-4. Turning vanes shall be double wall turning vanes fabricated from the same material as the duct. Mounting rails shall have friction insert tabs that align the vanes automatically. Tab spacing shall be as specified in Figure 2-3 of SMACNA Rail systems with non-standard tab spacing shall not be accepted. Due to tensile loading, vanes shall be capable of supporting 250 pounds when secured according to the manufacturer's instructions.
 - 3. Fig. 2-5 Rectangular Divided Flow Branches: Type 1, Type 2, Type 4A, or 4B.
 - 4. Fig. 2-6 Branch Connections: 45-degree entry, 45-degree lead-in, bell-mouth or spin-in (single diffuser supply only).
 - 5. Fig. 2-7 Offsets and Transitions. Use gradual offsets as shown, 90-degree offsets shall be avoided.
 - 6. Fig 2-9 Duct Coils: Duct coils with transitions and upstream access door as shown.

2.3 ROUND DUCT FABRICATION

- A. Fabricate supply ducts of galvanized steel according to SMACNA.
- B. Longitudinal Seams: Select seam types and fabricate according to SMACNA Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA.
 - 1. Exposed Round Ducts: Shall be Spiral Seam (RL-1 seam) at 2-inch wg construction.
 - 2. Concealed Round Ducts: Shall be longitudinal Grooved Seam Flat lock (RL-5 seam) at 2-inch wg construction.
 - 3. Snap lock seams shall not be used for this project.

C. Transverse Joints: Select joint types and fabricate according to SMACNA Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA.

2.4 HANGERS AND SUPPORTS

- A. Hanger Rods: Cadmium-plated steel rods and nuts.
- B. Hanger Rods for Outdoor 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 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. 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.
- E. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- F. Trapeze and Riser Supports:
 - 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.
- G. Supports For Roof Mounted Items:
 - 1. Equipment rails shall be galvanized steel, minimum 18-gauge, with integral baseplate, continuous welded corner seams, factory installed 2x4 treated wood nailer, 18-gauge galvanized steel counter flashing cap with screws, built-in cant-strip; minimum height 11 inches. Provide raised cant strip to start at the upper surface of the insulation.
 - 2. Roof Duct Supports: Portable Pipe Hanger Model number PPH-D Enclosed style.
 - a. Engineered, portable system specifically designed for installation without the need for roof penetrations or flashings, and without causing damage to the roofing membrane.
 - b. Hot dip galvanize in accordance with ASTM A 123 after fabrication.
 - c. Factory fabricated to support exact duct sizes and equipment to be installed.
 - d. Provide SS or galvanized clamps, bolts, nuts, washers, and other devices as required for a complete system.

2.5 SEALANT MATERIALS

- A. Joint Sealant/Mastic: Shall be flexible, water-based, adhesive sealant designed for use in all pressure duct systems. After curing, it shall be resistant to ultraviolet light and shall prevent the entry of water, air and moisture into the duct system. Sealer shall be UL 723 listed; UL 181A-M or 181B-M listed; and meet NFPA 90A requirements. Pressure sensitive tape shall not be used as a sealing mechanism.
 - 1. Maximum 5 flame spread and 0 smoke-developed (ASTM E-84 Tunnel Test).
 - 2. Generally, provide liquid sealant for low clearance slip joints and heavy, permanently elastic, mastic type where clearances are larger.
 - 3. Resistance to mold, mildew and water: Excellent

- 4. Color: Gray
- 5. Duct sealant/mastic shall meet requirements for LEED. ITW TACC Miracle Kingco water-based sealants, or approved equal.
- B. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.
- C. Round Duct Joint O-Ring Seals: Seal shall provide maximum leakage class of 3 cfm/100 sq. ft. at 1-inch w.g. and shall be rated for 10-inch w.g. static-pressure class, positive or negative. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

2.6 FITTINGS

- A. Tees, Laterals, and Conical Tees: Use 45 degree; fabricate to comply with SMACNA with metal thicknesses specified for longitudinal seam straight duct.
- B. Diverging-Flow Fittings: Fabricate with a reduced entrance to branch taps with no excess material projecting from body onto branch tap entrance.
- C. Elbows: Diameters 3 through 8 inches shall be two-section die stamped; all others shall be gored construction, maximum 18 degree angle, with all seams continuously welded or standing seam. Coat galvanized areas of fittings damaged by welding with corrosion resistant aluminum paint or galvanized repair compound.
- D. Low-point drains: Ductmate moisture drain with funnel collection design; ³/₄" connection with drain fitting and cap.

2.7 DUCT-MOUNTED ACCESS DOORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Ductmate Industries, Inc.
 - 2. Greenheck Fan Corporation.
 - 3. McGill Air Flow LLC.
 - 4. Nailor Industries Inc.
 - 5. Durodyne
 - 6. Cesco
 - 7. Buckley
- B. Duct-Mounted Access Doors: Fabricate access panels according to SMACNA; Figures 2-10, "Duct Access Doors and Panels," and 2-11, "Access Panels Round Duct."
 - 1. Door: Double wall, rated for up to 4.5" static pressure. Door panel filled with 1" fiberglass insulation; ³/₄ lb. density. Hinges and Latches: 1-by-1-inch continuous piano hinge and cam latches. Fabricate doors airtight and suitable for duct pressure class.
 - 2. Frame: Galvanized sheet steel, with bend-over tabs.
 - 3. Provide 1/8" thick neoprene gaskets.
 - 4. Locks: Access doors less than 12 sq. inches: One cam lock. Doors over 12 sq. inches shall have two locks.

2.8 FLEXIBLE CONNECTORS

- A. Provide for all air moving equipment. General: Flame-retarded or noncombustible fabrics, coatings, and adhesives complying with NFPA 90A. Factory fabricated with a strip of fabric 3-1/2 inches wide attached to two strips of 2-3/4-inch-wide, 0.028-inch-thick, galvanized, sheet steel or 0.032-inch aluminum sheets. Select metal compatible with connected ducts. Duro-Dyne, Ductmate, Hardcast, or approved equal.
- B. Indoor Flexible Connector Fabric: Glass fabric double coated with polychloroprene or neoprene. Minimum Weight: 26 oz. /sq. yd. Tensile Strength: 480 lbf/inch in the warp, and 360 lbf/inch in the filling.

2.9 FLEXIBLE DUCTS

- A. General: Comply with UL 181, Class 0 0r 1. Flame Spread: Less than 25; Smoke Developed: Less than 50.
- B. All products shall be certified by Greenguard Environmental Institute; independent testing of products for emissions of respirable particles and Volatile Organic Compounds (VOC's), including formaldehyde and other specific product-related pollutants. Greenguard provides independent, third-party certification of IAQ performance. Certification is based upon criteria used by EPA, OSHA and WHO.
- C. Rated Positive Pressure: 10" w.g. per UL-181. Maximum negative pressure: ³/₄".
- D. Flexible Ducts, Insulated: Factory-fabricated, insulated, round duct, with an outer jacket enclosing glassfiber insulation around a continuous inner liner.
 - 1. R6 insulation, Basis of Design: Atco #86
 - 2. Reinforcement: Steel-wire helix encapsulated in inner liner.
 - 3. Jacket (inner and outer): Polyethylene film.
- E. Exhaust/Return Flexible Ducts, not insulated: Atco#50 Factory-fabricated, round duct. Reinforcement: Triple lamination of tough metallized polyester, aluminum foil and polyester encapsulates a steel wire helix. Rated for ³/₄" w.g. negative pressure.
- F. Flexible Duct Clamps: Stainless-steel band with cadmium-plated hex screw to tighten band with a wormgear action, in sizes 3 to 18 inches to suit duct size.
- G. Hangers shall be band type, 1" wide minimum.

2.10 MANUAL-VOLUME DAMPERS

- A. Manual balancing dampers meeting the following specifications shall be furnished and installed on all branch ducts and where shown on plans. Testing and ratings to be in accordance with AMCA Standard 500-D.
- B. Single-Blade Rectangular Dampers shall consist of: an 18 ga. galvanized steel frame with 3-1/2 in. depth; blades fabricated from 20 ga. galvanized steel; integral 1/2 in. diameter axles. Damper suitable for pressures to 1.0 in. wg, velocities to 2000 fpm and temperatures to 180°F. Basis of design is Greenheck model MBD-10.
- C. Multi-Blade Rectangular Dampers shall consist of: a 16 ga. galvanized steel hat channel frame with 5 in. depth; triple V type blades fabricated from 16 ga. galvanized steel; ¹/₂ in. dia. plated steel axles; external

(out of the airstream) blade-to-blade linkage. Damper suitable for pressures to 4.0 in. w.g. (996 Pa), velocities to 2000 fpm and temperatures to 180°F. Basis of design is Greenheck model MBD15.

D. Round dampers shall consist of: a 20 ga. galvanized steel frame with 6 in. depth; blades fabricated from 20 ga. galvanized steel; 3/8 in. square plated steel axles turning in acetal bearings. Damper suitable for pressures to 1.0 in. wg, velocities to 2000 fpm and temperatures to 180°F. Basis of design is Greenheck model MBDR50.

2.11 BACKDRAFT DAMPERS

- A. Gravity: Ruskin BD2/A2.
 - 1. Frame: 0.090-inch-thick extruded aluminum, with mounting flange.
 - 2. Blades: 0.025-inch-thick, roll-formed aluminum, with extruded-vinyl seals, Zytel bearings.
 - 3. Tie Bars and Brackets: Aluminum.
 - 4. Return Spring: Adjustable tension.
- B. Counter Balanced: Ruskin CBD2; weather resistant for relief air applications; Adjustable counterbalance weights which enable the damper to operate in the range of .01" to .05" w.g.
 - 1. Frame: 2 inches x minimum 0.090 inch6063-T6 extruded aluminum channel and mitered corners. No flanges.
 - 2. Front Flange Frame: 2 inches x minimum 0.090 inch 6063-T6 extruded aluminum channel with front flange and mitered corners.
 - 3. Rear Flange Frame: 2 inches x minimum 0.090 inch 6063-T6 extruded aluminum channel with rear flange and mitered corners.
 - 4. Blades:
 - a. Style: Single-piece, overlap frame.
 - b. Action: Parallel.
 - c. Orientation: Horizontal.
 - d. Material: Minimum 0.025 inch (0.6 mm) 6063-T6 roll formed aluminum.
 - e. Width: Maximum 6 inches (152 mm).
 - f. Counterbalance weights are zinc plated steel weights attached to blades. Adjustable for final, on the job, settings.
 - g. Bearings: Corrosion-resistant, long-life, synthetic, formed as single piece with axles.
 - 5. Linkage: Concealed in frame.
 - 6. Axles: Corrosion-resistant, long-life, synthetic, locked to blade and formed as single piece with bearings.
 - 7. Finish: Mill aluminum.
 - 8. Performance Data:
 - a. Temperature Rating: Withstand -40 to 200 degrees F.
 - b. Capacity: Withstand HVAC system operating conditions.
 - c. Closed Position: Maximum back pressure of 4.5 inches w.g.
 - d. Open Position: Maximum air velocity of 1,000 feet per minute.
 - e. Operation of Blades:
 - 1) Start to Open: 0.01 inch w.g. (0.002 kPa).
 - 2) Fully Open: 0.06 inch w.g. (0.015 kPa).
 - 3) Pressure Drop: Maximum 0.04 inch w.g. (0.01 kPa) at 1,000 feet per minute (305 m/min) through 24 inch x 24 inch (610 x 610 mm) damper.

- C. Counter Balanced: Ruskin CBD4; weather resistant for relief air applications; Adjustable counterbalance weights which enable the damper to operate in the range of .01" to .05" w.g.
 - 1. Frame: 0.081"-inch-thick 6063-T5 extruded aluminum, with mounting flange.
 - 2. Blades: 0.070-inch-thick, roll-formed 6063-T5 aluminum, with extruded-vinyl seals, Zytel bearings.
 - 3. Tie Bars and Brackets: Aluminum.

2.12 FIRE DAMPERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Air Balance Inc.
 - 2. Cesco Products
 - 3. Greenheck Fan Corporation.
 - 4. Metalaire, Inc.
 - 5. Nailor Industries Inc.
 - 6. Prefco
 - 7. NCA
 - 8. Ruskin Company.
- B. Type: Static; rated and labeled according to UL 555S by an NRTL.
- C. Fire Rating: 1-1/2 hours.
- D. Frame: Curtain type with blades outside airstream except when located behind grille where blades may be inside airstream; fabricated with roll-formed, 0.034-inch-thick galvanized steel; with mitered and interlocking corners.
- E. Mounting Sleeve: Factory-provided.
- F. Mounting Orientation: Vertical or horizontal as indicated.
- G. 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.
- H. Horizontal Dampers: Include blade lock and stainless-steel closure spring.
- I. Heat-Responsive Device: Provide replaceable fusible links with a temperature approximately 50°F above the maximum temperature that would normally be encountered within the system, but not less than 165°F.

2.13 SMOKE DAMPERS AND FIRE/SMOKE DAMPERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Air Balance Inc.
 - 2. Cesco Products
 - 3. Greenheck Fan Corporation.
 - 4. METALAIRE, Inc.
 - 5. Nailor Industries Inc.
 - 6. Prefco
 - 7. Ruskin Company.

- B. Dampers shall have a:
 - 1. UL555S leakage rating of Leakage Class I.
 - 2. 555S elevated temperature rating of 350°F.
 - 3. Minimum UL 555S differential pressure rating of 4 in. w.g.
 - 4. Minimum UL 555S velocity rating of 2000 fpm
- C. Linkage shall be concealed in jamb.
- D. Mounting Sleeve: Factory-installed, 0.039-inch thick, galvanized sheet steel; length to suit wall or floor application with factory-furnished silicone calking.
- E. Smoke Detector: No flow smoke detector shall be rated for air velocities 0 3000 fpm; low profile photoelectric smoke detector listed to UL 268A specifically for use in no flow or low flow air handling systems.
- F. Fire/Smoke Dampers: Heat-Responsive Device: Replaceable, 165 deg F rated, fusible links.
- G. Damper Actuator Electric:
 - 1. UL 873, plenum rated.
 - 2. Designed to operate in smoke-control systems complying with UL 555S requirements.
 - 3. Two-position with fail-safe spring return.
 - 4. Actuator to be externally factory mounted and provided with single-point wiring connection.
- H. Provide breakaway connection, sleeve, and other components as per manufacturers recommendations for a code compliant installation.
- I. Accessories:
 - 1. Auxiliary switch for position indication.
 - 2. Test and reset switches, remote mounted.
 - 3. Provide a momentary test switch to enable easy maintenance and inspection by allowing the dampers to be tested and cycled by one person right at the damper location by simply holding the test switch down.

2.14 LOUVERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Ruskin Company
 - 2. American Warming and Ventilating, Inc.
 - 3. Greenheck.
 - 4. Arrow United Industries.
 - 5. Cesco Products.
 - 6. Construction Specialties, Inc.
- B. Louvers shall be AMCA Licensed. Louvers shall comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" for fabrication, construction details, and installation procedures.
- C. Louvers shall be AMCA Certified in accordance with AMCA 511.
- D. Intake Louvers: Water penetration tested in accordance with AMCA 500-L.

- E. Ruskin ELF445DX: Stationary Louver with a 4" deep frame, drainable blades and a 45 degree blade angle; 52% free area; high performance frame system with a drainable head that collects and removes water for excellent water penetration performance; drain gutters in blades to minimize water cascading, architecturally styled, hidden mullions allowing continuous line appearance up to 120". Material: Extruded aluminum, Alloy 6063-T6.
- F. Superior Performing Organic Coatings System: Manufacturer's standard multi-coat superior performing organic coatings system complying with AAMA 2605, including at least 70 percent polyvinylidene fluoride (PVDF) resin, and at least 80 percent of aluminum extrusion and panels surfaces having minimum total dry film thickness (DFT) of 1.2 mils, 0.0012 inch. Primer: Zinc chromate, alkyd type.
- G. Accessories
 - 1. Aluminum Insect Screen 18-16 mesh, mill finish, .011-inch wire.
 - 2. Bird Screen: aluminum, 5/8" mesh, removable frame, re-wireable.
 - 3. Sealant for Setting Sills and Sill Flashing: Non-curing butyl type.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION, GENERAL

- A. Provide volume dampers at branch ducts to RGD's. If volume dampers are inadvertently not shown, contractor shall provide, the intent is to provide volume dampers at branches.
- B. Provide ducts and accessories according to SMACNA unless otherwise indicated.
- C. Construct and install each duct system for the specific duct pressure classification indicated.
- D. Properly seam, brace, stiffen, support and render ducts mechanically airtight. Adjust ducts to suit job conditions. Dimensions may be changed as approved, if cross sectional area is maintained.
- E. Provide ducts in lengths not less than 12 feet, unless interrupted by fittings. Provide ducts with fewest possible joints.
- F. Provide fabricated fittings for changes in directions, changes in size and shape, and connections.
- G. Provide couplings tight to duct wall surface with a minimum of projections into duct.
- H. Provide ductwork to allow maximum headroom. Provide ducts, unless otherwise indicated, vertically and horizontally, parallel and perpendicular to building lines; avoid diagonal runs. Provide ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- I. Provide ducts with a clearance of 1 inch, plus allowance for insulation thickness.
- J. Conceal ducts from view in finished spaces. Do not encase horizontal runs in solid partitions, unless specifically indicated.
- K. Coordinate layout with suspended ceiling, lighting layouts, and similar finished work.
- L. Electrical Equipment Spaces: Route ductwork to avoid passing through transformer vaults and electrical equipment spaces and enclosures.

M. Exterior ductwork shall have a pitch of at least 3 degrees on the top, to allow water runoff, prevent ice buildup.

3.2 MATERIALS

- A. Hangers, accessories, and dampers shall be same material as parent duct.
- B. Ducts shall be G60 galvanized steel except as follows:
 - 1. Louver sleeves and plenums: G90 galvanized steel.
 - 2. Un-insulated exterior ductwork: G90 galvanized steel.
 - 3. Exterior ductwork: Hangers and attachments shall be electro-galvanized, all-thread rod or galvanized rods with threads painted after installation. Refer to SMACNA Fig. 5-3. Ductwork shall be pitched or sloped to prevent "ponding" of water.
 - 4. Swimming Pool (natatorium) ductwork: Aluminum, water-tight.
 - 5. Plenums at outside louvers: G90 galvanized steel, water-tight, pitched to drain. Provide low-point drain fittings at low points.
 - 6. Locker Room Shower area exhaust ductwork: Aluminum
 - 7. Radon exhaust: See 221216.
- C. Painted Exposed Ducts
 - 1. Painting shall be by Division 09.

3.3 DUCT CLASSIFICATIONS AND SEALING

- A. Static-Pressure Classifications: Unless otherwise indicated, construct ducts to the following:
 - 1. Supply Ducts: 2-inch w.g.
 - 2. Return Ducts: 2-inch w.g, negative pressure.
 - 3. Exhaust Ducts: 2-inch w.g, negative pressure.
- B. Seam And Joint Sealing:
 - 1. Ductwork and plenums with pressure class ratings shall be constructed to Seal Class A. Openings for rotating shafts shall be sealed with bushings or other devices that seal off air leakage.
 - 2. Pressure-sensitive tape shall not be used as the primary sealant unless it has been certified to comply with UL-181A or UL-181B by an independent testing laboratory, and the tape is used in accordance with that certification.
 - 3. Connections shall be sealed, including but not limited to spin-ins, taps, other branch connections, access doors, access panels, and duct connections to equipment. Sealing that would void product listings is not required.
 - 4. Spiral lock seams need not be sealed.
 - 5. Seal externally insulated ducts before insulation installation.

3.4 DUCT PENETRATIONS

A. Fire or Smoke Rated Penetrations not requiring a fire and/or smoke damper: Where ducts pass through walls, floors, or partitions that are required to have a fire resistance rating and fire dampers are not required, the opening in the construction around the duct shall be provided in accordance with the UL listing of the penetration. Provide firestopping per Section 23 05 00.

- B. Fire or Smoke Rated Penetrations: Provide fire and/or smoke damper.
- C. Non-Fire-Rated Exposed Penetrations: Where ducts pass through interior partitions and exterior walls, and are exposed to view, conceal space between construction opening and duct or duct insulation with sheet metal flanges of same metal thickness as duct. Overlap opening on four sides by at least 1-1/2 inches.
- D. Non-Fire-Rated Concealed Penetrations: Provide insulation infill and acoustical sealant around gaps. Tightly seal to prevent sound transmission. Neatly finish.
- E. Mechanical room floor penetrations: Provide 4-inch high concrete curbs or other sealing method to prevent leakage from mechanical room into floor penetration.
- F. Roof penetrations by ducts shall use counter-flashed curbs.
- G. Flexible air ducts or connectors shall not pass through any wall, floor, or ceiling.

3.5 HANGER AND SUPPORT INSTALLATION

- A. Comply with SMACNA Chapter 5, "Hangers and Supports."
- B. Building Attachments: Comply with SMACNA Chapter 5, "Hangers and Supports". Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
- C. Hanger Spacing: Comply with SMACNA 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. 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.
- E. Provide upper attachments to structures. Select and size upper attachments with pull-out, tension,

3.6 FLEXIBLE DUCT

- A. Provide in accordance with manufacturer's and SMACNA recommendations.
- B. Flexible ducts hall be supported at manufacturer's recommended intervals, but at no greater distance than 5 feet. Maximum permissible sag is ¹/₂" per foot of spacing between supports.
- C. Provide duct fully extended; do not install in the compressed state or use excess lengths.
- D. Avoid bending ducts across sharp corners or incidental contact with metal fixtures, pipes, conduits, or hot equipment.
- E. Bends shall be made with not less than 1 duct diameter centerline radius. Ducts shall extend a few inches beyond the end of a sheet metal connection before bending.
- F. Hanger or saddle material in contact with the duct shall be at least 1" wide.
- G. Provide at least 2 duct diameters of straight duct at the entrance to register, grilles, and diffusers.

3.7 DUCT ACCESSORIES INSTALLATION

- A. Provide duct accessories according to applicable details shown in SMACNA.
- B. Provide duct transitions, offsets and connections to dampers, coils, and other equipment in accordance with SMACNA Standards
- C. Each register, grille, or diffuser shall have a means of air flow adjustment. Provide volume damper in branch duct if not furnished with the RGD.
- D. Adjust operable devices for proper action.
- E. Manual dampers shall be visible outside the insulation and marked with a 12" orange ribbon.
- F. Locate each duct smoke detector in a serviceable location, in accordance with its listing.
- G. Perform the following as directed by the controls contractor: Installation of control devices. Access doors where indicated and as required.
- H. Provide duct access panels for access components that require servicing.
 - 1. Provide duct access panels to allow access to interior of ducts for cleaning, inspecting, adjusting, and maintaining per equipment manufacturers' requirements.
 - 2. Provide access panels on side of duct where adequate clearance is available.
 - 3. Locate panel upstream and/or downstream as recommended by manufacturer.
 - 4. Locations:
 - a. Upstream side of duct coils.
 - b. At outdoor-air intakes.
 - c. Adjacent to and close enough to life safety dampers, to reset or reinstall fusible links.
 - d. Control devices requiring inspection.
 - e. Elsewhere as indicated or required by duct accessory manufacturer
 - 5. Inspect locations of access doors and verify that purpose of access door can be performed.
- I. Control Damper Installation
 - 1. Damper submittals shall be coordinated for type, quantity, and size to ensure compatibility with sheet metal design.
 - 2. Duct openings shall be free of any obstruction or irregularities that might interfere with blade or linkage rotation or actuator mounting. Duct openings shall measure ¹/₄ in. larger than damper dimensions and shall be square, straight, and level.
 - 3. Individual damper sections, as well as entire multiple section assemblies, must be completely square and free from racking, twisting, or bending. Measure diagonally from upper corners to opposite lower corners of each damper section. Both dimensions must be within 1/8 in. of each other.
 - 4. Follow the manufacturer's instructions for field installation of control dampers. Unless specifically designed for vertical blade application, dampers must be mounted with blade axis horizontal.
 - 5. Damper blades, axles, and linkage must operate without binding. Before system operation, cycle damper after installation to ensure proper operation. On multiple section assemblies, sections must open and close simultaneously.
 - 6. Provide a visible and accessible indication of damper position on the drive shaft end.

- 7. Support ductwork in area of damper when required to prevent sagging due to damper weight.
- 8. After installation of low-leakage dampers with seals, caulk between frame and duct opening to prevent leakage around perimeter of damper.
- J. Fire Damper Installation
 - 1. Examine areas to receive dampers. Notify the Engineer of conditions that would adversely affect installation or subsequent utilization of dampers. Do not proceed with installation until unsatisfactory conditions are corrected
 - 2. Provide dampers in accordance with manufacturer's UL Installation Instructions, labeling, and NFPA 90A at locations indicated on the drawings. Any damper installation that is not in accordance with the manufacturer's UL Installation Instructions must be approved prior to installation.
 - 3. Dampers must be accessible to allow inspection, adjustment, and replacement of components. The sheet metal contractor shall furnish any access doors in ductwork or plenums required to provide this access. The general contractor shall furnish any access doors required in walls, ceilings, or other general building construction.
 - 4. Provide dampers square and free from racking.
 - 5. The installing contractor shall provide and install bracing for multiple section assemblies to support assembly weight and to hold against system pressure.
 - 6. Do not compress or stretch the damper frame into the duct or opening.
 - 7. Attach multiple damper section assemblies together in accordance with manufacturer's instructions. Provide support mullions as reinforcement between assemblies as required.
 - 8. Handle dampers using the frame or sleeve. Do not lift or move dampers using blades, actuator or jackshaft.
 - 9. Provide access door, properly located for serving.
 - 10. Tests and Inspections: Operate dampers to verify full range of movement and verify that proper heat-response device is installed.
- K. Smoke Damper Installation: The contractor shall coordinate smoke and smoke/fire damper installation, wiring, and checkout to ensure that these dampers function properly and that they respond to the proper fire alarm system general, zone, and/or detector trips. The contractor shall immediately report any discrepancies to the engineer no less than two weeks prior to inspection by the code authority having jurisdiction.

3.8 LOUVER INSTALLATION

- A. Louvers to be furnished by Division 23; mounted and installed by the contractor responsible for the outside wall construction. Ductwork shall be connected to the louvers by Division 23.
- B. Verify louver openings by field measurements before fabrication and indicate measurements on Shop Drawings. For new construction, or where field measurements cannot be made without delaying the Work, establish opening dimensions and proceed with fabricating louvers without field measurements. Coordinate construction to ensure that actual opening dimensions correspond to established dimensions. Coordinate setting drawings, diagrams, templates, instructions, and directions for installation of anchorages that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to Project site.
- C. Installation
 - 1. Locate and place louvers and vents level, plumb, and at indicated alignment with adjacent work.
 - 2. Pitch horizontal ducts and plenums connected to louvers downward toward louvers not less than 1 inch in 10 feet. Connect to louver to allow drainage to exterior. Seal ducts water-tight.

- 3. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weather tight connection.
- 4. Form closely fitted joints with exposed connections accurately located and secured.
- 5. Provide perimeter reveals and openings of uniform width for sealants and joint fillers, as indicated.
- 6. Repair finishes damaged by cutting, welding, soldering, and grinding. Restore finishes so no evidence remains of corrective work. Return items that cannot be refinished in the field to the factory, make required alterations, and refinish entire unit or provide new units.
- 7. Provide concealed gaskets, flashings, joint fillers, and insulation as louver installation progresses, where weather tight louver joints are required.
- D. Clean exposed surfaces of louvers and vents that are not protected by temporary covering, to remove fingerprints and soil during construction period. Do not let soil accumulate until final cleaning. Restore louvers and vents damaged during installation and construction so no evidence remains of corrective work. If results of restoration are unsuccessful, as determined by Architect, remove damaged units and replace with new units.

3.9 **PROTECTION**

- A. 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."
 - 1. The HVAC system and ductwork shall be provided with protective coverings. The HVAC system includes any interior surface of the facility's air distribution system for conditioned spaces and/or occupied zones. This includes the entire duct from the points where the air enters the system to the points where the air is discharged from the system.
 - 2. The duct system shall be free of construction debris.
 - 3. The working area shall be clean, dry and the ductwork protected from dust.
 - 4. Protective coverings shall only be removed immediately before installation and inspected to determine if additional wipe down is necessary.
- B. Upon completion of installation duct systems and before HVAC system start-up, visually inspect the ductwork proper installation
- C. Cover supply openings with filter media prior to system start-up to catch any loose material that may remain inside the ductwork. Turn the HVAC system on and allow it to run until steady state operation is reached. Remove the temporary filter media from supply openings and, along with it, any loose material blown downstream and caught by the filter media.

END OF SECTION 23 31 13

SECTION 23 37 13

DIFFUSERS, REGISTERS, AND GRILLES

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.
- B. Related Sections include the following:
 - 1. Division 23 Section "Common Work Results"
 - 2. Division 23 Section "Ductwork"
 - 3. Division 23 Section "Testing, Adjusting, and Balancing"

1.2 SUMMARY

A. This Section includes diffusers, registers (combination grille & damper), and grilles.

1.3 SUBMITTALS

- A. Each manufacturer shall check noise level ratings for registers and diffusers to insure that the sizes selected will not produce noise to exceed 30 db, "A" scale, measured at occupant level; notify Owner's representative of problems prior to shop drawing submittal.
- B. Pressure drop, airflow and noise criteria selection are based on design equipment. Manufacturers not submitting design makes must provide written certification in front of submittal that equipment submitted has been checked against and performs equal to the design make.
- C. Product Data: For each model indicated, include the following:
 - 1. Data Sheet: For each type of air outlet and inlet, and accessory furnished; indicate construction, finish, and mounting details.
 - 2. Performance Data: Include throw and drop, static-pressure drop, and noise ratings for each type of air outlet and inlet.
 - 3. Schedule of diffusers, registers, and grilles indicating drawing designation, room location, quantity, model number, size, and accessories furnished.
 - 4. Assembly Drawing: For each type of air outlet and inlet; indicate materials and methods of assembly of components.
- D. Coordinate locations with reflected ceiling plans and wall elevations as applicable.
- E. Coordinate mounting frame with associated mounting surface.

1.4 QUALITY ASSURANCE

- A. NFPA Compliance: Install diffusers, registers, and grilles according to NFPA 90A.
- B. Sound pressure levels shall be determined by using AHRI Standard 885-2008 "Procedure for Estimating Occupied Space Sound Levels in the Application of Air Terminals and Outlets".
- C. Testing: Test performance according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

PART 2 - PRODUCTS

2.1 GENERAL

- A. Diffusers, registers, and grilles are scheduled on Drawings.
- B. Border and mounting type shall match the mounting surface. Coordinate with mounting conditions.
- C. Material shall match the specified ductwork. Coordinate with Section 23 31 13 "Ductwork".
- D. Provide with a White Powder Coat finish, unless noted otherwise.
- E. Grille blade orientation: Vertical rectangle (wall grille with height longer than width): The blades shall run parallel to the short dimension of the grille. Horizontal rectangle: The blades shall run parallel to the long dimension of the grille.

2.2 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Price
 - 2. Titus
 - 3. Metal-Aire
 - 4. Anemostat
 - 5. Nailor

2.3 RETURN OR EXHAUST

- A. Return/Exhaust Grille, 45-degree deflection
 - 1. Material: steel (Price 530 Series) or aluminum (Price 630 Series)
 - 2. Provide damper as scheduled.
 - 3. Grilles shall be 45 degree deflection fixed louver type with blades spaced 3/4" on center.
- B. Filter Return/Exhaust Grille.
 - 1. Provide Price Model (530FF steel /630FF aluminum) filter return grilles.
 - 2. Grilles shall be 45 degree deflection fixed louver type with blades spaced 3/4 inch on center.
 - 3. The border shall be mounted to the filter frame with 1/4-turn quick-release fasteners. The mounting frame shall accept a standard 1-inch filter media. Provide MERV-5 filters.

2.4 SUPPLY

- A. Double-deflection Supply Register
 - 1. Material: steel (Price 520D Series) or aluminum (Price 620D Series)
 - 2. Registers shall be double deflection type with two sets of fully adjustable deflection blades spaced $\frac{3}{4}$ " on center.
 - 3. The integral volume control damper shall be of the opposed blade type. Material shall match the register material. The damper shall be operable from the register face.
- B. Directional Louvered-face Diffusers
 - 1. Provide PRICE model (SMD steel, AMD aluminum) directional louvered face diffusers. Diffusers shall consist of an outer frame assembly which facilitates mounting in the application shown. A collar that allows connection to the square (or rectangular) duct size indicated shall be an integral part of the frame assembly. An inner core assembly consisting of fixed louvers capable of producing the airflow discharge pattern indicated on the plans shall be fully removable from the installed diffuser frame for access to any dampers or other ductwork components located in or near the diffuser neck. The inner core assemblies shall be identically constructed so that directional core assemblies providing different airflow discharge patterns may be interchanged between frames, provided the frame duct connections are of the same size.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Examine areas where diffusers, registers, and grilles are to be installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B. Provide diffusers, registers, and grilles level and plumb, according to manufacturer's written instructions, Coordination Drawings, original design, and referenced standards.
- C. Drawings indicate general arrangement of ducts, fittings, and accessories. Make final locations where indicated, as much as practicable.
 - 1. For units installed in lay-in ceiling panels, locate units in the center of the panel.
 - 2. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.
- D. Provide diffusers, registers, and grilles with airtight connection to ducts.
- E. Provide 18" minimum of vertical straight ductwork at the entrance to ceiling diffusers.
- F. Plenum boxes on grilles/registers shall be 8" minimum height.

3.2 ADJUSTING

- A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.
- B. Adjustable outlets: adjust pattern for draft-free air distribution.

3.3 CLEANING

- A. Protect unit interiors from moisture, construction debris and dust, and other foreign materials. Comply with Section 23 31 13 "Ductwork" Paragraph: Field Quality Control.
- B. After installation of diffusers, registers, and grilles, inspect exposed finish. Clean exposed surfaces to remove burrs, dirt, and smudges. Replace diffusers, registers, and grilles that have damaged finishes.

END OF SECTION 23 37 13

SECTION 23 72 00

AIR-TO-AIR ENERGY RECOVERY EQUIPMENT

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.
- B. Related Sections include the following:
 - 1. Division Section: "Common Work Results"

1.2 SUMMARY

A. Section Includes: Packaged Energy Recovery Units – Fixed Plate Enthalpic

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, furnished specialties, and accessories.
- B. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
- C. Wiring Diagrams: For power, signal, and control wiring.
- D. Operation and Maintenance Data: For air-to-air energy recovery equipment to include in maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. ARI Compliance: Capacity ratings for air-to-air energy recovery equipment shall comply with ARI 1060, "Rating Air-to-Air Energy Recovery Equipment."
- C. ASHRAE Compliance:
 - 1. Applicable requirements in ASHRAE 62.1-2004, Section 5 "Systems and Equipment" and Section 7 "Construction and Startup."
 - 2. Capacity ratings for air-to-air energy recovery equipment shall comply with ASHRAE 84, "Method of Testing Air-to-Air Heat Exchangers."
- D. UL Compliance: UL 1812.

1.5 COORDINATION

- A. Coordinate layout and installation of air-to-air energy recovery equipment and suspension system with other construction that penetrates ceilings or is supported by them.
- B. Coordinate sizes and locations of concrete bases with actual equipment provided.
- C. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

PART 2 - PRODUCTS

2.1 PACKAGED ENERGY RECOVERY UNITS – FIXED PLATE ENTHALPIC

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. RenewAire LLC.
 - 2. Mitsubishi Electric Sales Canada Inc.
- B. Quality Assurance
 - 1. The energy recovery cores used in these products shall be third party Certified by AHRI under its Standard 1060 for Energy Recovery Ventilators. AHRI published certifications shall confirm manufacture's published performance for airflow, static pressure, temperature and total effectiveness, purge air (OACF) and exhaust air leakage (EATR). Products that are not currently AHRI Certified will not be accepted.
 - 2. Manufacturer shall be able to provide evidence of independent testing of the core by Underwriters Laboratory (UL), verifying a maximum flame spread index (FSI) of 25 and a maximum smoke developed index (SDI) of 50 thereby meeting NFPA 90A and NFPA 90B requirements for materials in a compartment handling air intended for circulation through a duct system. The method of test shall be UL Standard 723.
 - 3. Unit shall be Listed under UL 1812 Standard for Ducted Air to Air Heat Exchangers. Some exceptions to UL Listing may apply. Units intended for "Outdoor Use" shall be listed using the specific UL requirements for rain penetration, corrosion protection and seal durability and shall be so labeled.
 - 4. The ERV core shall be warranted to be free of manufacturing defects and to retain its functional characteristics, under circumstances of normal use, for a period of ten years from the date of purchase. The balance-of-unit shall be warranted to be free of manufacturing defects and to retain its functional characteristics, under circumstances of normal use, for a period of two years from the date of purchase.
- C. Performance
 - 1. Energy Transfer: The ERV shall be capable of transferring both sensible and latent energy between airstreams. Latent energy transfer shall be accomplished by direct water vapor transfer from one air stream to the other, without exposing transfer media in succeeding cycles directly to the exhaust air and then to the fresh air.
 - 2. Passive Frost Control: The ERV core shall perform without condensing or frosting under normal operating conditions (defined as outside temperatures above -10°F and inside relative humidity below 40%). Occasional more extreme conditions shall not affect the usual function, performance or durability of the core. No condensate drains will be allowed.
 - 3. Continuous Ventilation: Unit shall have the capacity to operate continuously without the need for bypass, recirculation, pre-heaters, or defrost cycles under normal operating conditions.

- 4. Positive Airstream Separation: Water vapor transfer shall be through molecular transport by hydroscopic resin and shall not be accomplished by "porous plate" mechanisms. Exhaust and fresh airstreams shall travel at all times in separate passages, and airstreams shall not mix.
- 5. Laminar Flow: Airflow through the ERV core shall be laminar over the products entire operating airflow range, avoiding deposition of particulates on the interior of the energy exchange plate material.

D. Construction

- 1. The energy recovery component shall be of fixed-plate cross-flow construction, with no moving parts.
- 2. No condensate drain pans or drains shall be allowed and unit shall be capable of operating in both winter and summer conditions without generating condensate.
- 3. The unit case shall be constructed of G90 galvanized, 20-gauge steel, with lapped corners and zinc plated screw fasteners. The unit roof shall be one piece or have watertight standing seam joints and shall overlap wall panels and doors in order to positively shed water.
- 4. Access doors shall provide easy access to blowers, ERV cores, and filters. Doors shall have an airtight compression seal using closed cell foam gaskets rated for outdoor exposure. Pressure taps, with captive plugs, shall be provided allowing cross-core pressure measurement allowing for accurate airflow measurement.
- 5. Weather hoods shall be screened to exclude birds and animals. Inlet weather hoods shall be sized to maintain inlet velocities below 500 FPM and equipped with rain excluder baffles.
- 6. Case walls and doors shall be insulated with 1 inch, 4 pound density, foil/scrim faced, highdensity fiberglass board insulation, providing a cleanable surface and eliminating the possibility of exposing the fresh air to glass fibers, and with minimum R-value of 4.3 (hr•ft2•°F/BTU).
- 7. The ERV cores shall be protected by a MERV-13 rated, 2" nominal, pleated, disposable filter in both airstreams.
- 8. Unit shall have single-point power connection and a single-point 24 VAC contactor control connection
- 9. Blower motors shall be variable speed, direct drive, ECM.
- 10. Blowers shall be quiet running, forward curve type and direct drive.
- 11. The unit electrical box shall include a factory installed, non-fused disconnect switch and a 24 VAC, Class II transformer/relay package.

E. Options

- 1. Provide unit and duct connection orientation per project schedule.
- 2. Provide double wall construction with 24-gauge galvanized steel liner.
- 3. Provide factory installed filter monitors for each airstream.
- 4. Provide MERV-13 filters for final installation after construction phase.
- 5. Provide ECM controlled motors allowing for to preset speeds or variable speed operation with a 0-10 volt DC control signal.
- 6. Provide factory installed isolation dampers for either or both air streams. The insulated dampers shall be of a low leakage design and shall not restrict the airstream, reducing airflow, in any way. The dampers shall be opened with a motor actuator powered by the standard unit transformer package and have a spring return for low off- position power consumption.
- 7. Unit shall include economizer bypass option with enthalpic control.
- 8. Unit shall include 10 KW electric duct heater with SCR Control.
- 9. Unit shall include Premium Integrated Programmable Controls with Bacnet IP interface to the facility BAS to include damper control, economizer bypass, fan control, and discharge air temperature control (refer to Section 23 09 93).

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-to-air energy recovery equipment installation. Reject insulation materials and filter media that are wet, moisture damaged, or mold damaged.
- C. Examine roughing-in for electrical services to verify actual locations of connections before installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.
- E. Locate and orient unit to provide the shortest and most straight duct connections. Provide service clearances as indicated on the plans. Locate units distant from sound critical occupancies.

3.2 INSTALLATION

- A. Install units with clearances for service and maintenance.
- B. Equipment Mounting: Install floor-mounted air-to-air energy recovery equipment on concrete bases. Comply with requirements for concrete bases specified in Section 23 05 00 "Common Work Results for HVAC".
- C. Roof Mounted Units
 - 1. Install air-to-air energy recovery equipment on curbs and coordinate roof penetrations and flashing with roof construction specified in Division 7. Secure air-to-air energy recovery equipment to upper curb rail, and secure curb base to roof framing or concrete base with anchor bolts.
 - 2. Install a structurally sound, weathertight, level and properly insulated roof curb with nailers, curb gasket and tie-downs to meet local wind load requirements.
 - 3. Insure roof decking penetrations inside curb are properly positioned and sized for ducts. Seal all penetrations and gaps between ducts and decking with appropriate fire, weather and acoustic sealant system.
 - 4. Install fiberglass batt insulation over the decking inside the curb. Insulation thickness to be determined by local thermal requirements.
 - 5. Use proper rigging, including spreader bars, for safe lifting and placement.
 - 6. Ductwork shall be installed to the curb duct adaptors before unit is set in place.
 - 7. Both the return and the supply ducts shall be thermally insulated at levels appropriate to the local climate from the unit through the curb and continuous until at least the first elbow or tee. A continuous vapor barrier shall also be provided on warm surface of the insulation.
- D. Suspended Units: Suspend and brace units from structural-steel support frame using threaded steel rods and spring hangers. Comply with requirements for vibration isolation devices specified in Division 23 Section vibration/seismic specification section.
- E. Install new filters at completion of equipment installation and before testing, adjusting, and balancing.
- F. Sound Control: To control sound associated with the two blower outlets:

- 1. Provide straight, gradual transition ductwork for a minimum of 2-1/2 duct diameters downstream from the blower outlet.
- 2. Provide continuous acoustic insulation treatment of the duct until after the first elbow or tee.

3.3 CONNECTIONS

- A. Comply with requirements for piping specified in Division 23 Section "Hydronic Piping." Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Comply with requirements for ductwork specified in Division 23 Section "Ductwork."
- C. Install piping adjacent to machine to allow service and maintenance.

3.4 FIELD QUALITY CONTROL

- A. Test and Balancing: Test and Balancing may not begin until 100% of the installation is complete and fully functional.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- C. Tests and Inspections:
 - 1. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
 - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
 - 3. Set field-adjustable switches and circuit-breaker trip ranges as indicated.
- D. Air-to-air energy recovery equipment will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

3.5 DEMONSTRATION

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

END OF SECTION 23 72 00

SECTION 23 74 33

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 dedicated outside air systems (DOAS).

1.3 ACTION SUBMITTALS

- A. Product Data: For each dedicated outdoor-air unit.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
 - 3. Include unit dimensions and weight.
 - 4. Include cabinet material, metal thickness, finishes, insulation, and accessories.
 - 5. Fans:
 - a. Certified fan-performance curves with system operating conditions indicated.
 - b. Certified fan-sound power ratings.
 - c. Fan construction and accessories.
 - d. Motor ratings, electrical characteristics, and motor accessories.
 - 6. Include certified coil-performance ratings with system operating conditions indicated.
 - 7. Include filters with performance characteristics.
 - 8. Include heat exchangers with performance characteristics.
 - 9. Include dampers, including housings, linkages, and operators.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For dedicated outdoor-air units to include in emergency, operation, and maintenance manuals.

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. Filters: One set for each unit.

1.6 SOURCE QUALITY CONTROL

- A. AHRI 920: Manufacturer to certify that performance ratings are in accordance with AHRI 920 if AHRI 920 certification program is not in place. Provide AHRI 920 certification if AHRI 920 certification program is in place.
- B. AHRI 260 or AMCA 311 Sound Performance Rating Certification: Test, rate, and label unit fan sound ratings in accordance with AHRI 260 or AMCA 311.
- C. Fan Aerodynamic Performance Rating: Test and rate fan performance for airflow, pressure, power, air density, rotation speed, and efficiency.
 - 1. Fan Aerodynamic Performance Rating: Test and rate fan performance in accordance with AMCA 210.
 - 2. AMCA Fan Aerodynamic Certification Rating: Test, rate, and label, in accordance with AMCA 211.
- D. Fan Energy Index (FEI): Test in accordance with AMCA 210 and rate in accordance with AMCA 99, AMCA 207, and AMCA 208.
- E. Fan Operating Limits: Classify fans in accordance with AMCA 99, Section 14.
- F. Damper Leakage and Air Performance:
 - 1. Damper Rating: Test and rate dampers for leakage and air performance in accordance with AMCA 510.
 - 2. AMCA Damper Certification: Test, rate, and label in accordance with AMCA 511.
- G. Water Coils: Factory tested to 300 psig in accordance with AHRI 410 and ASHRAE 33.
- H. Refrigerant Coils: Factory tested to minimum 300 psig internal pressure and to minimum 300 psig internal pressure while under water, in accordance with AHRI 410 and ASHRAE 33.

1.7 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an "NRTL" (nationally recognized testing laboratory) and marked for intended location and application.
- B. NFPA Compliance: Comply with NFPA 90A for design, fabrication, and installation of units and components.
- C. ASHRAE 62.1 Compliance: Applicable requirements in ASHRAE 62.1, Section 5 "Systems and Equipment" and Section 7 "Construction and Startup."
- D. ASHRAE 15 and ASHRAE 34 Compliance: For refrigeration system safety.
- E. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6 "Heating, Ventilating, and Air-Conditioning."
- F. ASHRAE 84 Compliance: Comply with capacity ratings for energy-recovery equipment.

1.8 WARRANTY

- A. Warranty: Manufacturer agrees to replace components of dedicated outdoor-air units that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period for Dedicated Outdoor-Air-Handling Units: Two years from date of Substantial Completion.
 - 2. Warranty Period for Compressors: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. Greenheck
 - 2. Mitsubishi
 - 3. Modine
 - 4. Reznor
 - 5. Daikin
 - 6. Addison

2.2 DOAS UNIT

- A. General:
 - 1. Unit shall be fully assembled at the factory and consist of an insulated metal cabinet, downturn outdoor air intake with 2" aluminum mesh filter assembly, exhaust air blower, evaporator coil, energy wheel, hot gas reheat coil, packaged DX system, phase and brownout protection, motorized dampers, filter assembly intake air, supply air blower assembly, exhaust/relief blower assembly, filter assembly for exhaust air, and an electrical control center. All specified components and internal accessories factory installed are tested and prepared for single-point high voltage connection

B. CABINET

- 1. Materials: Formed, double wall insulated metal cabinet, fabricated to permit access to internal components for maintenance.
 - a. Unit's exterior shall be supplied from the manufacturer using G60 galvaneal steel with a high-performance proprietary coating that has been subjected to a salt spray test per ASTM-B117 and evaluated using ASTM-D714 and ASTM-D610 showing no observable signs of rust or blistering until reaching 5,000 hours. Availble in seven standard colors and can also be matched to a color chip.
 - b. Internal assemblies: 22 gauge, galvanized (G90) steel except for motor supports which shall be minimum 14 gauge galvanized (G90) steel.
- 2. Cabinet Insulation: Comply with NFPA 90A and NFPA 90B and erosion requirements of UL 181.
 - a. Materials: Rigid urethane injected foam. Foam board not acceptable.
 - b. Thickness: 2 inch (50.8 mm)
 - c. Thermal Resistance R13

- d. Thermally broken
- e. Meets UL94HF-1 flame requirements.
- f. Location and application: Full coverage of entire cabinet exterior to include walls, roof of unit, unit base, and doors.
- g. Fire Hazard Classification: Maximum flame spread of 25 and smoke developed of 50, when tested in accordance with ASTM C 411.
- h. Location and application: Divider panels between outdoor air and return air/exhaust air streams.
- 3. Roof Insulation: 2 inch (50.8 mm) fiberglass located above the 1 inch (25.4 mm) foam panel.
- 4. Access panels / doors: Unit shall be equipped with insulated, hinged doors or removable access panels to provide easy access to all major components. Doors and access panels shall be fabricated of 18 gauge galvanized G90 steel or painted galvannealed steel.
- 5. Supply Air blower assemblies: Blower assembly shall consist of an electric motor and direct-drive fans. Assembly shall be mounted on heavy gauge galvanized steel rails and further mounted on 1.125 inch thick neoprene vibration isolators. Blower motors shall be capable of continuous speed modulation and controlled by a VFD.
- 6. Exhaust Air blower assemblies: Blower assembly shall consist of an electric motor and a directdrive fan. Assembly shall be mounted on heavy gauge galvanized steel rails and further mounted on 1.125 inch thick neoprene vibration isolators. Blower motor shall be capable of continuous speed modulation and controlled by a VFD.
- 7. Evaporator Coil: Evaporator coil shall be (silver) soldered or brazed into the compressed refrigerant system. Coil shall be constructed of copper tubing, permanently bonded to aluminum fins and enclosed in a galvanized steel frame. If two compressors are used as components of the unit, then the evaporator coil shall be of "interlaced" configuration, permitting independent operation of either compressor without conflict with the other compressor.
- 8. Control panel / connections: Units shall have an electrical control center where all high and low voltage connections are made. Control center shall be constructed to permit single-point high voltage power supply connections. RTU shall be equipped with a Unit Disconnect Switch. Electric heater shall have single point power.
- 9. Condensate drain pan: Drain Pan shall be an integral part of the unit whenever a cooling option is included. Pan shall be formed of welded austenitic stainless steel sheet material and provided with a welded stainless steel drain connection at the front for connection to a P trap. Drain pan shall be sloped in two directions to provide positive draining and drain connector shall be sealed at penetration through cabinet wall.
- 10. P trap: If the unit is equipped with a condensate drain pan, contractor shall provide, or fabricate, and install an appropriate P trap, in accordance with all local and area codes and Best Practices.
- 11. Energy wheel: Unit energy wheel shall be sized for the full volume of outdoor and exhaust air without an energy wheel bypass damper(s). Energy wheel shall be of total enthalpy, rotary air-to-air type and shall be an element of a removable energy wheel cassette. The cassette shall consist of a galvanized steel framework (designed to produce laminar air flow through the wheel), an energy wheel as specified and a motor and drive assembly. The cassette shall incorporate a pre-tensioned urethane drive belt or a link style belt with a five-year warranty. The wheel media shall be a polymer film matrix in a stainless-steel framework and be comprised of individual segments that are removable for servicing. Non-segmented energy wheels are not acceptable. Silica gel desiccant shall be permanently bonded to the polymer film and is designed and constructed to permit cleaning and servicing. The energy wheel is to have a five-year warranty. Performance criteria are to be as specified in AHRI Standard 1060, complying with the Combined Efficiency data in the submittal.
- 12. Modulating frost control. Control system shall include an outdoor air thermostat and pressure sensor on the wheel assembly to initiate frost control sequence.
- 13. Reheat coil with factory installed modulating hot gas reheat valve.
- 14. Electric Post-heater: Post-heater shall be SCR control and shall include a temperature sensor with field adjustable set point, located in the outdoor air stream. Heat output of the post-heater shall be infinitely variable.

- 15. Packaged DX System: Unit shall have an integral compressor(s) and evaporator coil located within the weather-tight unit housing. Condenser coils and appurtenant condenser fan assemblies shall be factory installed as integral subassemblies of the unit and mounted on the exterior of the unit. Condenser fan shall have an external rotor motor with swept fan blades for low sound operation. Motors shall be UL Recognized and CSA Certified. The lead refrigerant compressor(s) shall be digital hermetic scroll-type and shall be equipped with liquid line filter drier, thermostatic expansion valves (TXV)(s), manual reset high pressure and low pressure cutouts and all appurtenant sensors, service ports and safety devices. Compressed refrigerant system shall be fully charged with R-410A refrigerant. Compressors shall be mounted within an insulated access compartment and on a raised cabinet shelf to reduce sound and vibration. Each compressor shall be factory-equipped with an electric crankcase heater to boil off liquid refrigerant from the oil.
- 16. Condenser Fans: Fan blades must be constructed of aluminum or a composite material and have a geometry designed and documented to reduce sound and energy when compared to a traditional rectangular blade fan. Traditional rectangular blade fans are not allowed due to increased noise generated and increase power utilized. Condenser fan motors shall be three phase, external rotor, type 56 frame, open air over and shaft up. Each condenser fan motor shall have a vented frame, rated for continuous duty and be equipped with an automatic reset thermal protector.
- 17. Packaged DX Control and Diagnostics: The Packaged DX system shall be controlled by an onboard digital controller (DDC) that indicates both owner-supplied settings and fault conditions that may occur. The DDC shall be programmed to indicate the following faults:
 - a. Global alarm condition (active when there is at least one alarm)
 - b. Supply Air Proving alarm
 - c. Dirty Filter Alarm
 - d. Compressor Trip alarm
 - e. Compressor Locked Out alarm
 - f. Supply Air Temperature Low Limit alarm
 - g. Sensor #1 Out of Range (outside air temperature)
 - h. Sensor #2 Out of Range (supply air temperature)
 - i. Sensor #3 Out of Range (cold coil leaving air temperature)
- 18. Phase and brownout protection: Unit shall have a factory-installed phase monitor to detect electric supply phase loss and voltage brown-out conditions. Upon detection of a fault, the monitor shall disconnect supply voltage to all motors.
- 19. Motorized dampers / Intake Air, Exhaust Air, Motorized dampers of insulated low leakage type shall be factory installed.
- 20. Service receptacle: 120 VAC GFCI service outlet shall be factory-provided and installed by this contractor in a location designated by the A / E. Service outlet requires a dedicated single phase electric circuit. Unit contains a 120 VAC transformer to provide power to service outlet.
- 21. Hail Guards: Protects the condensing unit from damage due to extreme weather conditions such as hail and flying debris.
- 22. 24V/120V Smoke detector: Duct smoke detector is shipped loose for field mounting and wiring in the supply or return air duct. The air duct smoke detector housing shall be UL listed per UL 268A specifically for use in air handling systems. The air duct smoke detector housing shall be suitable for mounting indoors. The detector shall operate at air velocities of 100 feet per minute to 4000 feet per minute (0.5 to 20.32 meters/second). The power supply voltage shall be 20-29 VDC, 24 VAC 50-60 Hz, and 120 VAC 50-60 Hz. The detector shall consist of an alarm initiation contact and two DPDT auxiliary contact closures. WARNING: Duct smoke detectors are NOT a substitute for open area smoke detectors; NOT a substitute for early warning detection; NOT a replacement for a building's regular fire detection system. Refer to NFPA 72 and 90A for additional information.

C. BLOWER

- 1. Blower section construction, Supply Air: direct drive motor and blower shall be assembled on a 14 gauge galvanized steel platform and shall be equipped with 1.125 inch thick neoprene vibration isolation devices.
- 2. Blower assemblies: Shall be statically and dynamically balanced and designed for continuous operation at maximum rated fan speed and horsepower.
- 3. Fan: Direct drive, airfoil plenum fan with aluminum wheel statically and dynamically balanced. Prop or belt-drive fan not acceptable due to low static capabilities.
- 4. Blades: Welded aluminum blades only.
- 5. Blower section motor source quality control: Blower performance shall be factory tested for flow rate, pressure, power, air density, rotation speed and efficiency. Ratings are to be established in accordance with AMCA 210, "Laboratory Retain one or more of "Cabinet Thermal Performance," "Cabinet Surface Condensation," "Maximum Cabinet Leakage," and "Cabinet Deflection Performance" paragraphs below to require explicit cabinet performance requirements. Consult manufacturers to verify ability to comply with specified requirements.

D. MOTORS

- 1. General: Blower motors greater than 1/2 horsepower shall be "NEMA Premium" unless otherwise indicated. Compliance with EPAct minimum energy-efficiency standards for single speed ODP and TE enclosures is not acceptable. Motors shall be heavy-duty, permanently lubricated type to match the fan load and furnished at the specified voltage, phase and enclosure.
- 2. Motors shall be 60 cycle, 3 phase 208 volts.

E. UNIT CONTROLS

- 1. The unit shall be constructed so that it can function as a stand-alone heating and cooling system controlled by factory-supplied controllers, thermostats and sensors or it can be operated as a heating and cooling system controlled by a Building Management System (BMS). This unit shall be controlled by a factory-installed microprocessor programmable controller (DDC) that is connected to various optional sensors.
- 2. Unit shall incorporate a DDC controller with integral LCD screen that provides text readouts of status. DDC controller shall have a built-in keypad to permit operator to access read-out screens without the use of ancillary equipment, devices or software. DDC controllers that require the use of equipment or software that is not factory-installed in the unit are not acceptable. Alarm readouts consisting of flashing light codes are not acceptable. Owner-specified ventilating conditions can be input by means of pushbuttons.
- 3. Unit supply fan shall be configured for network control.
- 4. Unit exhaust fan shall be configured for network control.
- 5. Economizer control shall be temperature / enthalpy.
- 6. Operating protocol: The DDC shall be factory-programmed for BACNetIP.
- 7. Variable Frequency Drive (VFD): unit shall have factory installed variable frequency drive for modulation of the supply and exhaust air blower assemblies. The VFD shall be factory-programmed for unit-specific requirements and shall not require additional field programming to operate.
- 8. Airflow monitoring required in the supply, and exhaust airstreams.

F. SEQUENCE OF OPERATIONS

- 1. OCCUPIED MODE:
 - a. When the BAS calls for the start of the Occupied Mode, and the ALC controller has verified that there are no fault or shutdown conditions, after a 30-second (fixed) delay the unit goes into Occupied Mode:
 - b. Outdoor Air Damper (OD):

- 1) After the unit goes into Occupied Mode, the Outdoor Air (OA) damper will open. As the OA damper opens, the Outdoor Air Damper Actuator (OADA) auxiliary switches close.
- 2) The OA damper stays open until the system reaches the end of the Occupied Mode period. It will remain open until the supply fan turns off. After the supply fan turns off, the OA damper will close.
- c. Supply Fan (SF):
 - 1) As the OA damper opens, the OADA auxiliary switch will close and the SF will turn on.
 - 2) The SF will run for 30 seconds (fixed) before cooling, dehumidification, or heating will be enabled.
 - 3) The SF shall operate continuously while the unit is in the Occupied Mode. When the system reaches the end of the Occupied Mode period, the SF will continue to run for an additional 2 minutes before turning off.
 - 4) SF-VSC: Supply Fan with Variable Speed Control.
 - 5) The SF-VSC will modulate its speed based on the SF Air Monitoring Station (SF-AMS) signal and the SFair flow set point.
 - 6) Optional: For constant air volume (CAV), select "Manual Override" in the Equipment Interface and input the required speed (%) as determined in the field by Test and Balancing.
- d. Exhaust Fan (EF):
 - 1) At the same time the SF turns on, the EF will be enabled to run.
 - 2) The EF shall be enabled to run while the unit is in the Occupied Mode. When the system reaches the end of the Occupied Mode period, the EF will be enabled to run for an additional 2 minutes before turning off.
 - 3) EF-VSC: Exhaust Fan with Variable Speed Control.
 - 4) The EF-VSC will modulate its speed based on the EF Air Monitoring Station (EF-AMS) signal and the EF air flow (in Cubic Feet per Minute - CFM) set point.
 - 5) Optional: For constant air volume (CAV), select "Manual Override" in the Equipment Interface and input the required speed (%) as determined in the field by Test and Balancing.
- e. Energy Conservation Wheel (ECW):
 - 1) After the SF turns on, the ECW is enabled.
 - 2) The ECW By-Pass Damper will open when the ECW is off and it will close when the ECW is on.
 - 3) ECW with VFD Controlled Defrost (WM-VFD):
 - 4) When the OAT is 3°F (adjustable) or more above or below the RAT, the ECW will be on. It will be off if the OAT is less than 3°F (adjustable) above or below the RAT. If the WExAT goes below 25°F (adjustable), it will modulate speed down to 10 Hz (minimum, adjustable) to allow for wheel defrosting. It will increase speed as the WExAT rises toward 25°F (adjustable) or more.
- f. Cooling Mode:
 - 1) Cooling Mode is available when the ECAT is 1°F (fixed) above the ECAT cooling lower limit (55°F, adjustable) and there is a demand for cooling.
 - 2) When the ECAT is 1°F (adjustable) or more above the ECAT cooling set point #1 (70°F, adjustable), compressor #1 turns on.

- 3) When compressor #1 has been running for more than 10 minutes, the SAT is 2°F (adjustable) or more above the SAT cooling set point (70°F, adjustable), and compressor #1 is above 95% capacity, compressor #2 turns on.
- 4) When the SAT is 2°F (adjustable) or more below the SAT cooling set point, compressor #2 turns off.
- 5) When the ECAT is 1°F (adjustable) or more below the ECAT cooling set point #1, compressor #1 turns off.
- 6) Factory suggested minimum SF-VSC modulation shall be 50% (adjustable).
- 7) Compressor enabling logic includes a 5-minute (fixed) minimum run-time and a 5minute (fixed) minimum time-off delay to prevent compressor short cycling.
- 8) Digital Compressor:
- 9) The ALC controls the capacity of the digital compressor by rapidly loading and unloading the compressor in 15 second intervals.
- 10) The compressor will modulate based upon the Dx Leaving Air Temperature (Dx LAT) cooling set point (55°F, adjustable).
- 11) The compressor will ramp to 100% once an hour, for 60 seconds, to push oil back to the compressor. The hot gas reheat circuit and sub cooling circuits, if present, will be enabled for the duration of the oil purge.
- 12) If the Dx LAT drops to 38°F or less for 10 minutes, the ALC controller will issue an alarm and the compressor stops. When the Dx LAT warms back up to 55°F or more, the compressor turns back on.
- 13) If there is a current call for 1st stage cooling and compressor #1 is shut down due to an alarm (HPS1, LPS1, or Freeze Protection 1), compressor #2 will be turned on to take its place until it returns.
- g. Hot Gas Reheat (HGRH) Modulating:
 - 1) When the SAT is 1°F (adjustable) or more below the SAT cooling set point (70°F, adjustable), HGRH turns on and modulates based upon the SAT cooling set point.
 - 2) When SAT is 2°F (adjustable) or more above the SAT cooling set point, HGRH turns off.
 - 3) If the HGRH is unable to maintain the SAT cooling set point, the compressor modulation will be increased to provide more capacity for reheat.
- h. Dehumidification Mode:
 - 1) Dehumidification Mode is available if the ECAT is 1°F (fixed) above the dehumidification lower limit of 60°F (adjustable) and there is no call for heating.
 - 2) When the Entering Coil Air Dew Point (ECDP) is 1°F (adjustable) or more above the Supply Air Dew Point (SADP) set point (55°F, adjustable), Dehumidification Mode is enabled. After the minimum time-off delay, compressor #1 turns on.
 - 3) When the SADP is 2°F (adjustable) or more above the SADP set point, and after minimum time-off delay, compressor #2 turns on -- not less than 10 minutes (adjustable) after compressor #1 turned on.
 - 4) When the SADP is 1°F (adjustable) or more below the SADP set point, compressor #2 turns off.
 - 5) When the ECDP is 2°F (adjustable) or more below the SADP set point, compressor #1 turns off and Dehumidification Mode is disabled.
 - 6) Digital Compressor:
 - 7) The ALC controls the capacity of the digital compressor by rapidly loading and unloading the compressor in 15 second intervals.
 - 8) The compressor will modulate based upon the SADP set point.
 - 9) The modulation may be modified based upon the Dx Leaving Air Temperature (Dx LAT) middle freeze set point (45°F, adjustable) to provide freeze protection.

- 10) The compressor will ramp to 100% once an hour, for 60 seconds, to push oil back to the compressor. The hot gas reheat circuit and sub cooling circuits, if present, will be enabled for the duration of the oil purge.
- 11) Hot Gas Reheat (HGRH) Modulating:
- 12) When the SAT is 1°F (adjustable) or more below the SAT dehumidification set point (70°F, adjustable), HGRH turns on and modulates based upon the SAT dehumidification set point.
- When SAT is 2°F (adjustable) or more above the SAT dehumidification set point, HGRH turns off.
- 14) If the HGRH is unable to maintain the SAT dehumidification set point, the compressor modulation will be increased to provide more capacity for reheat.
- 15) Switchable Sub-Cooling:
- 16) When either of the compressors are enabled, the sub-cooling coil is enabled.
- 17) When both of the compressors are disabled, the sub-cooling coil is disabled.
- h. Heating Mode:
 - 1) Heating Mode is available when the ECAT is 1°F (fixed) below the ECAT heating upper limit (60°F, adjustable) and there is a demand for heating.
 - 2) When the ECAT is 1°F (adjustable) or more below the ECAT heating set point (55°F, adjustable), heating is enabled and operates based upon SAT heating set point (70°F, adjustable).
 - 3) When the ECAT is 1°F (adjustable) or more above the ECAT heating set point, heating is disabled.
 - 4) SCR Electric Heat: On demand for heating, the ALC controller modulates the electric heating SCR based upon the SAT heating set point (70°F, adjustable).
- 2. UNOCCUPIED MODE:
 - a. When the Occupancy Control indicates the end of the Occupied Mode, the compressor(s) and outdoor fan(s) will turn off (subject to minimum run-time) or the heating system will turn off. The SF and EF will continue to run for 2 minutes before turning off. After this, the ECW will turn off and the OA damper will close. The unit is now off.

G. FILTERS

1. Unit shall have permanent 2 inch (50.8 mm) aluminum filters located in the outdoor air intake and shall be accessible from the exterior of the unit. MERV 8 disposable pleated filters shall be provided in the supply air stream. MERV 13 disposable pleated filters shall be provided in the supply final air stream and MERV 8 filters in the exhaust air stream.

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 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, GENERAL

- A. Protect unit interiors from moisture, construction debris and dust, and other foreign materials. Comply with Section 23 31 13 "Ductwork" Paragraph: Field Quality Control.
- B. Roof Curb: Provide on roof structure, level and secure, in accordance with NRCA's "The NRCA Roofing Manual: Membrane Roof Systems". Provide units on curbs and coordinate roof penetrations and flashing with roof construction with Division 7. Secure units to upper curb rail, and secure curb base to roof framing or concrete base with anchor bolts. Coordinate sizes and locations of roof curbs with actual equipment provided.
- C. Provide filter-gauge, static-pressure taps upstream and downstream of filters. Mount filter gauges on outside of filter housing or filter plenum in accessible position. Provide filter gauges on filter banks, installed with separate static-pressure taps upstream and downstream of filters.
- D. Provide separate devices furnished by manufacturer and not factory installed.
- E. Provide new filters at completion of equipment installation and before testing, adjusting, and balancing.

3.3 PIPING CONNECTIONS

- A. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Where installing piping adjacent to units, allow space for service and maintenance.
- C. Connect piping to units mounted on vibration isolators with flexible connectors.
- D. Duct Connections:
 - 1. Comply with requirements in Section 23 31 13 "Ductwork"
 - 2. Drawings indicate the general arrangement of ducts.
 - 3. Connect ducts to units with flexible duct connectors.

3.4 ELECTRICAL CONNECTIONS

- A. Connect wiring in accordance with Division 26.
- B. Ground equipment in accordance with Division 26.
- C. Provide electrical devices furnished by manufacturer, but not factory mounted, in accordance with NFPA 70 and NECA 1.
- D. Provide nameplate for each electrical connection, indicating electrical equipment designation and circuit number feeding connection. Nameplate shall be laminated acrylic or melamine plastic signs with a black background and engraved white letters at least 1/2 inch high.
- E. Provide control and electrical power wiring to field-mounted control devices. Connect control wiring in accordance Division 26.

3.5 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
 - 1. Complete installation and startup-checks in accordance with manufacturer's written instructions.
 - 2. Inspect units for visible damage to refrigerant compressor, condenser and evaporator coils, and fans.
 - 3. 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.
 - 4. 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.
 - 5. Inspect casing insulation for integrity, moisture content, and adhesion.
 - 6. Verify that clearances have been provided for servicing.
 - 7. Verify that controls are connected and operable.
 - 8. Verify that filters are installed.
 - 9. Clean coils and inspect for construction debris.
 - 10. Inspect and adjust vibration isolators.
 - 11. Verify bearing lubrication.
 - 12. Clean fans and inspect fan-wheel rotation for movement in correct direction without vibration and binding.
 - 13. Start unit.
 - 14. Inspect and record performance of interlocks and protective devices, including response to smoke detectors by fan controls and fire alarm.
 - 15. Operate unit for run-in period.
 - 16. Calibrate controls.
 - 17. Adjust and inspect high-temperature limits.
 - 18. Inspect outdoor-air dampers for proper stroke and interlock with return-air dampers.
 - 19. Verify operational sequence of controls.
 - 20. Measure and record the following airflows. Plot fan volumes on fan curve.
 - a. Supply-air volume.
 - b. Relief-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.

3.6 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.

3.7 FIELD QUALITY CONTROL

- A. Cleaning:
 - 1. Comply with Section 23 31 13 "Ductwork" Paragraph: Field Quality Control.
 - 2. After completing system installation; testing, adjusting, and balancing unit and air-distribution systems; and completing startup service, clean units internally to remove foreign material and construction dirt and dust. Clean fan wheels, casings, dampers, coils, and filter housings, and install new, clean filters.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- C. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. Leak Test: After installation, fill coils with water, and test coils and connections for leaks.
 - 2. Charge refrigerant coils with refrigerant and test for leaks.
 - 3. Fan Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
 - 4. Testing of Drain Pans. To minimize conditions of water stagnation that may result in microbial growth, inspect drain pans to verify proper drainage under operating conditions.

3.8 DEMONSTRATION

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

END OF SECTION 23 74 33

SECTION 23 81 29

VARIABLE-REFRIGERANT-FLOW HVAC 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 complete variable refrigerant flow (VRF) HVAC systems.

1.3 DEFINITIONS

- A. Heat-Pump System Operation: System capable of operation with all zones in either heating or cooling, but not with simultaneous heating and cooling zones that transfer heat between zones.
- B. Heat Recovery System Operation: System capable of operation with simultaneous heating and cooling zones that transfer heat between zones.
- C. HRCU: Heat Recovery Control Unit. HRCUs are used in heat recovery VRF HVAC systems to manage and control refrigerant between indoor units to provide simultaneous heating and cooling zones. "Heat Recovery Control Unit" is the term used by ASHRAE for <u>what different manufacturers term as branch circuit controller</u>, branch selector box, changeover box, flow selector unit, mode change unit, and other <u>such terms</u>.
- D. Three-Pipe System Design: One high pressure refrigerant vapor line, one low pressure refrigerant vapor line, and one refrigerant liquid line connect a single outdoor unit or multiple manifold outdoor units in a single system to associated system HRCUs. One liquid line and refrigerant vapor line connect HRCUs to associated indoor units.
- E. Two-Pipe System Design: One refrigerant vapor line and one refrigerant liquid line connect a single outdoor unit or multiple manifold outdoor units in a single system to associated system HRCUs. One refrigerant liquid line and refrigerant vapor line connect HRCUs to associated indoor units. HRCUs used in two pipe systems act as an intermediate heat exchanger and include diverting valves and gas/liquid separators to move high and low pressure refrigerant between indoor units.
- F. VRF: Variable refrigerant flow.

1.4 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 indoor and outdoor units and for HRCUs.

- 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- 3. Include operating performance at design conditions and at extreme maximum and minimum outdoor ambient conditions.
- 4. Include description of system controllers, dimensions, features, control interfaces and connections, power requirements, and connections.
- 5. Include system operating sequence of operation in narrative form for each unique indoor- and outdoor-unit and HRCU control.
- 6. Include description of control software features.
- 7. Include total refrigerant required and a comprehensive breakdown of refrigerant required by each system installed.
- 8. Include refrigerant type and data sheets showing compliance with requirements indicated.
- 9. For system design software.
- 10. Indicate location and type of service access.
- B. Delegated-Design Submittals: Refrigerant piping layout and design shall be by unit manufacturer.
 - 1. Include design calculations with corresponding diagram of refrigerant piping and tubing sizing for each system installed.
 - 2. Include calculations showing that system travel distance for refrigerant piping and controls cabling are within horizontal and vertical travel distances set by manufacturer. Provide a comparison table for each system installed.
 - 3. Include diagrams and details of refrigerant piping and tubing showing installation requirements for manufacturer-furnished divided flow fittings.
 - 4. Include diagrams for power, signal, and control wiring.
 - 5. Size piping system, using a software program acceptable to manufacturer, to provide performance requirements indicated.
 - 6. Consider requirements to accommodate future change requirements.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For VRF HVAC systems to include in emergency, operation, and maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Factory-Authorized Service Representative Qualifications:
 - 1. Authorized representative of, and trained by, VRF HVAC system manufacturer.
 - 2. In-place facility located within a 2-hour drive.
 - 3. Demonstrated past experience with products being installed for period within five consecutive years before time of bid.
 - 4. Demonstrated past experience on five projects of similar complexity, scope, and value. Each person assigned to Project shall have demonstrated past experience.
 - 5. Staffing resources of competent and experienced full-time employees that are assigned to execute work according to schedule.
 - 6. Service and maintenance staff assigned to support Project during warranty period.
 - 7. Product parts inventory to support ongoing system operation for a period of not less than five years after Substantial Completion.
 - 8. VRF HVAC system manufacturer's backing to take over execution of Work if necessary to comply with requirements indicated. Include Project-specific written letter, signed by manufacturer's corporate officer, if requested.

- B. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by VRF HVAC system manufacturer.
 - 1. Each employee shall be certified by manufacturer for proper installation of systems, including, but not limited to, equipment, piping, controls, and accessories indicated and furnished for installation.
 - 2. Installer certification shall be valid and current for duration of Project.
 - 3. Retain copies of Installer certificates on-site and make available on request.
 - 4. Each person assigned to Project shall have demonstrated past experience. Demonstrated past experience with products being installed for period within five consecutive years before time of bid. Demonstrated past experience on five projects of similar complexity, scope, and value.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in a clean and dry place.
- B. Comply with manufacturer's written rigging and installation instructions for unloading and moving to final installed location.
- C. Handle products carefully to prevent damage, breaking, denting, and scoring. Do not install damaged products.
- D. Protect products from weather, dirt, dust, water, construction debris, and physical damage.
 - 1. Retain factory-applied coverings on equipment to protect finishes during construction and remove just prior to operating unit.
 - 2. Cover unit openings before installation to prevent dirt and dust from entering inside of units. If required to remover coverings during unit installation, reapply coverings over openings after unit installation and remove just prior to operating unit.
- E. Replace installed products damaged during construction.

1.8 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace equipment and components that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures.
 - b. Faulty operation.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
 - 2. Warranty Period:
 - a. For Compressor: 10 years from date of Substantial Completion.
 - b. For Parts, Including Controls: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following (only):
 - 1. Mitsubishi
 - 2. Samsung (Basis of Design)
 - 3. Trane
 - 4. Daikin

2.2 SYSTEM DESCRIPTION

- A. Direct-expansion (DX) VRF HVAC systems with variable capacity in response to varying cooling and heating loads. System shall consist of multiple indoor units, HRCUs, outdoor units, controls, and electrical power to make complete operating system) complying with requirements indicated.
 - 1. Two-pipe or three-pipe system design.
 - 2. Systems operation, heat pump or heat recovery as indicated on Drawings.
 - 3. Each system with one refrigerant circuit shared by all indoor units connected to system.
- 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. AHRI Compliance: System and equipment performance certified according to AHRI 1230 and products listed in AHRI directory.
- D. ASHRAE Compliance:
 - 1. ASHRAE 15: For safety code for mechanical refrigeration.
 - 2. ASHRAE 62.1: For indoor air quality.
 - 3. ASHRAE 135: For control network protocol with remote communication.
 - 4. ASHRAE/IES 90.1 Compliance: For system and component energy efficiency.
- E. UL Compliance: Comply with UL 1995.

2.3 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional specialist to design complete and operational VRF HVAC systems complying with requirements indicated.
 - 1. Provide system refrigerant calculations.
 - a. Refrigerant concentration limits shall be within allowable limits of ASHRAE 15 and governing codes.
 - b. Indicate compliance with manufacturer's maximum vertical and horizontal travel distances. Prepare a comparison table for each system showing calculated distances compared to manufacturer's maximum allowed distances.

- 2. System Controls:
 - a. Network arrangement.
 - b. Network interface with other building systems.
 - c. Product selection.
 - d. Sizing.
- B. Service Access:
 - 1. Provide and document service access requirements.
 - 2. Locate equipment, system isolation valves, and other system components that require service and inspection in easily accessible locations. Avoid locations that are difficult to access if possible.
 - 3. Where serviceable components are installed behind walls and above inaccessible ceilings, provide finished assembly with access doors or panels to gain access. Properly size the openings to allow for service, removal, and replacement.
 - 4. If less than full and unrestricted access is provided, locate components within an 18-inch reach of the finished assembly.
 - 5. Where ladder access is required to service elevated components, provide an installation that provides for sufficient access within ladder manufacturer's written instructions for use.
 - 6. Comply with OSHA regulations.
- C. System Design and Installation Requirements:
 - 1. Design and install systems indicated according to manufacturer's recommendations and written instructions.
 - 2. Where manufacturer's requirements differ from requirements indicated, contact Architect for direction. The most stringent requirements should apply unless otherwise directed in writing by Architect.
- D. System Adaptability to Future Changes: Arrange and size system refrigerant piping to accommodate future changes to system without having to resize and replace existing refrigerant piping.
 - 1. Future changes to system if indicated on Drawings.
 - 2. Each branch circuit shall accommodate addition of two indoor units with unit capacity equal to average indoor unit connected to the branch circuit.
 - 3. Each branch circuit shall accommodate deletion of two indoor units with unit capacity equal to average indoor unit connected to the branch circuit.
- E. Isolation of Equipment: Provide isolation valves to isolate each HRCU, indoor unit and outdoor unit for service, removal, and replacement without interrupting system operation.
- F. System Capacity Ratio: The sum of connected capacity of all indoor units shall be 100% maximum.
- G. System Turndown: Stable operation down to 20 percent of outdoor-unit capacity.
- H. System Auto Refrigerant Charge: Each system shall have an automatic refrigerant charge function to ensure the proper amount of refrigerant is installed in system.
- I. Outdoor Conditions:
 - 1. Suitable for outdoor ambient conditions encountered.
 - 2. Provide corrosion-resistant coating for components and supports where located in coastal or industrial climates that are known to be harmful to materials and finishes.

J. Thermal Movements: Allow for controlled thermal movements from ambient, surface, and system temperature changes.

2.4 INDOOR UNITS

- A. Description: Factory-assembled and -tested complete unit with components, piping, wiring, and controls required for mating to ductwork, piping, power, and controls field connections.
- B. Ducted Concealed Cabinet:
 - 1. Material: Galvanized steel.
 - 2. Insulation: Manufacturer's standard internal insulation, complying with ASHRAE 62.1, to provide thermal resistance and prevent condensation.
 - 3. Duct Connections: Extended collar or flange, or designated exterior cabinet surface, designed for attaching field-installed ductwork.
 - 4. Mounting: Manufacturer-designed provisions for field installation.
 - 5. Internal Access: Removable panels or hinged doors of adequate size for field access to internal components for inspection, cleaning, service, and replacement.
- C. Wall & Ceiling Cassette Cabinet: Painted steel, or coated steel frame covered by a plastic cabinet, with an architectural acceptable finish suitable for tenant occupancy on exposed surfaces.
 - 1. Material: Painted steel, or coated steel frame covered by a plastic cabinet, with an architectural acceptable finish suitable for tenant occupancy on exposed surfaces.
 - 2. Insulation: Manufacturer's standard internal insulation to provide thermal resistance and prevent condensation.
 - 3. Mounting: Manufacturer-designed provisions for field installation.
 - 4. Internal Access: Removable panels of adequate size for field access to internal components for inspection, cleaning, service, and replacement.
 - 5. Condensate Removal: Refer to Section 22 13 16 for field installed pump/reservoir with pump concealed within the line set cover or above ceiling where possible.
- D. DX Coil Assembly:
 - 1. Coil Casing: Aluminum, galvanized, or stainless steel.
 - 2. Coil Fins: Aluminum, mechanically bonded to tubes, with arrangement required by performance.
 - 3. Coil Tubes: Copper, of diameter and thickness required by performance.
 - 4. Expansion Valve: Electronic modulating type with linear or proportional characteristics.
 - 5. Unit Internal Tubing: Copper tubing with brazed joints.
 - 6. Unit Internal Tubing Insulation: Manufacturer's standard insulation, of thickness to prevent condensation.
 - 7. Field Piping Connections: Manufacturer's standard.
 - 8. Factory Charge: Dehydrated air or nitrogen.
 - 9. Testing: Factory pressure tested and verified to be without leaks.
- E. Drain Assembly:
 - 1. Pan: Non-ferrous material, with bottom sloped to low point drain connection.
 - 2. Condensate Removal: Ceiling Cassettes shall include a unit-mounted pump or other integral lifting mechanism, capable of lifting drain water to an elevation above top of cabinet. For wall mounted units, refer to Section 22 13 16 for field installed pump/reservoir with pump concealed within the line set cover or unit cabinet.
 - 3. Field Piping Connection: Non-ferrous material.

- F. Fan and Motor Assembly:
 - 1. Fan(s):
 - a. Direct-drive arrangement.
 - b. Single or multiple fans connected to a common motor shaft and driven by a single motor.
 - c. Fabricated from non-ferrous components or ferrous components with corrosion-resistant finish.
 - d. Wheels statically and dynamically balanced.
 - 2. Motor: Brushless dc or electronically commutated with permanently lubricated bearings.
 - 3. Motor Protection: Integral protection against thermal, overload, and voltage fluctuations.
 - 4. Speed Settings and Control: Two (low, high), three (low, medium, high), or more than three speed settings or variable speed with a speed range of least 50 percent.
 - 5. Vibration Control: Integral isolation to dampen vibration transmission.
- G. Filter Assembly:
 - 1. Access: Bottom, side, or rear to accommodate field installation without removing ductwork and to accommodate filter replacement without need for tools.
 - 2. Efficiency: ASHRAE 52.2, MERV 7.
 - 3. Media:
 - a. Replaceable: Extended surface, panel, or cartridge with antimicrobial treatment fiber media.
 - b. Washable: Manufacturer's standard filter with antimicrobial treatment.
- H. Air Purification Accessories
 - 1. Ceiling Cassette Style Units:
 - a. Each indoor unit shall include a bipolar ionization device equal to Nu-Calgon iWave-M mini flexible air ionization system, as approved by the manufacturer of the heat pump, powered and controlled through the integral heat pump power/control circuit, field installed per manufacturer's requirements.
 - b. Basis of design unit shall incorporate flexible ion generating strip designed for mounting at the base of the coil or in the supply air stream for ductless air conditioning systems.
 - c. Unit shall be rated for 35 million ions/cc per foot, 110 V power, 5 KV output voltage, UL and cUL approved, for operation between -40 to 140 degrees F.
 - 2. Wall Mounted Units:
 - a. Each indoor unit shall include a PHI-MSP mini-split air purification system as manufactured by RGF, as approved by the manufacturer of the heat pump, powered and controlled through the integral heat pump power/control circuit, field installed per manufacturer's requirements.
 - b. The system shall use photohydroionization technology to reduce airborne and surface bacteria, viruses, odors, and mold spores.
 - c. The devices shall be designed for mounting in the supply air stream for wall mount ductless heat pumps, 110V power, 13.2 watts, for use in airstreams ranging from 250-2,000 cfm.
 - 3. Ducted Units:
 - a. Each indoor ducted heat pump shall incorporate a duct mounted HALO REME-LED duct mounted air purification system as manufactured by RGF, powered and controlled through

the supported heat pump's power/control circuit, field installed per manufacturer's requirements.

- b. The REME-LED shall be mounted in the supply ductwork of the heat pump and turn on and off with the indoor unit supply fan in accordance with the manufacturer's installation instructions.
- c. Self-cleaning ionizer, gaseous hydrogen peroxide, and washable catalyst.
- d. Seven year warranty.
- e. Electrical requirements for each unit shall be 24 VAC, 0.70 A, 17 W.

I. Unit Controls:

- 1. Factory-Installed Controller: Configurable digital control.
- 2. Factory-Installed Sensors:
 - a. Unit inlet air temperature.
 - b. Coil entering refrigerant temperature.
 - c. Coil leaving refrigerant temperature.
- 3. Field-Customizable I/O Capability:
 - a. Analog Inputs: Three for use in customizable control strategies.
 - b. Digital Inputs: Three for use in customizable control strategies.
 - c. Digital Outputs: Three for use in customizable control strategies.
- 4. Features and Functions:
 - a. Self-diagnostics.
 - b. Time delay.
 - c. Auto-restart.
 - d. External static pressure control.
 - e. Auto operation mode.
 - f. Manual operation mode.
 - g. Filter service notification.
 - h. Power consumption display.
 - i. Drain assembly high water level safety shutdown and notification.
 - j. Run test switch.
- 5. Communication: Network communication with other indoor and outdoor units.
- 6. Cable and Wiring: Manufacturer's standard with each connection labeled and corresponding to a unit-mounted wiring diagram.
- 7. Field Connection: Manufacturer's standard with each connection labeled and corresponding to a unit-mounted wiring diagram.
- J. Unit Electrical:
 - 1. Enclosure: Metal, suitable for indoor locations.
 - 2. Field Connection: Single point connection to power unit and integral controls.
 - 3. Disconnecting Means: Field mounted disconnect switch shall be furnished and installed under Division 26.
 - 4. Control Transformer: Manufacturer's standard. Coordinate requirements with field power supply.
 - 5. Wiring: Manufacturer's standard with each connection labeled and corresponding to a unitmounted wiring diagram.
 - 6. Raceways: Enclose line voltage wiring in raceways.

2.5 OUTDOOR, AIR-SOURCE HEAT RECOVERY UNITS

- A. Description: Factory-assembled and -tested complete unit with components, piping, wiring, and controls required for mating to piping, power, and controls field connections.
 - 1. Specially designed for use in systems with simultaneous heating and cooling.
 - 2. Systems shall consist of one unit, or multiple unit modules that are designed by variable refrigerant system manufacturer for field interconnection to make a single refrigeration circuit that connects multiple indoor units.
 - 3. All units installed shall be from the same product development generation.
- B. Cabinet:
 - 1. Galvanized steel and coated with a corrosion-resistant finish. Coating with documented salt spray test performance of 1000 hours according to ASTM B117 surface scratch test (SST) procedure.
 - 2. Mounting: Manufacturer-designed provisions for field installation.
 - 3. Internal Access: Removable panels or hinged doors of adequate size for field access to internal components for inspection, cleaning, service, and replacement.
- C. Compressor and Motor Assembly:
 - 1. One or more positive-displacement, direct-drive and hermetically sealed scroll compressors with inverter drive and turndown to 15 percent of rated capacity.
 - 2. Protection: Integral protection against the following:
 - a. High refrigerant pressure.
 - b. Low oil level.
 - c. High oil temperature.
 - d. Thermal and overload.
 - e. Voltage fluctuations.
 - f. Phase failure and phase reversal.
 - g. Short cycling.
 - 3. Speed Control: Variable to automatically maintain refrigerant suction and condensing pressures while varying refrigerant flow to satisfy system cooling and heating loads.
 - 4. Vibration Control: Integral isolation to dampen vibration transmission.
 - 5. Oil management system to ensure safe and proper lubrication over entire operating range.
 - 6. Crankcase heaters with integral control to maintain safe operating temperature.
 - 7. Fusible plug.
- D. Condenser Coil Assembly:
 - 1. Aluminum Microchannel Coils: Series of flat tubes containing a series of multiple, parallel-flow microchannels layered between refrigerant header manifolds. Single- or multiple-pass arrangement. Construct fins, tubes, and header manifolds of aluminum alloy.
 - 2. Hail Protection: Provide condenser coils with louvers, baffles, or hoods to protect against hail damage.
- E. Condenser Fan and Motor Assembly:
 - 1. Fans: Propeller type.
 - a. Direct-drive arrangement.
 - b. Fabricated from non-ferrous components or ferrous components with corrosion protection finish to match performance indicated for condenser coil.

- c. Statically and dynamically balanced.
- 2. Fan Guards: Removable safety guards complying with OSHA regulations. If using metal materials, coat with corrosion-resistant coating to match performance indicated for condenser coil.
- 3. Motors: Brushless dc or electronically commutated with permanently lubricated bearings and rated for outdoor duty.
- 4. Motor Protection: Integral protection against thermal, overload, and voltage fluctuations.
- 5. Speed Settings and Control: Variable speed with a speed range of least 75 percent.
- 6. Vibration Control: Integral isolation to dampen vibration transmission.
- F. Drain Pan: If required by manufacturer's design, provide unit with non-ferrous drain pan with bottom sloped to a low point drain connection.
- G. Unit Controls:
 - 1. Enclosure: Manufacturer's standard, and suitable for unprotected outdoor locations.
 - 2. Factory-Installed Controller: Configurable digital control.
 - 3. Factory-Installed Sensors:
 - a. Refrigerant suction temperature.
 - b. Refrigerant discharge temperature.
 - c. Outdoor air temperature.
 - d. Refrigerant high pressure.
 - e. Refrigerant low pressure.
 - f. Oil level.
 - 4. Features and Functions: Self-diagnostics, time delay, auto-restart, fuse protection, auto operation mode, manual operation mode, night setback control, power consumption display, run test switch equalize run time between multiple same components.
 - 5. Communication: Network communication with indoor units and other outdoor unit(s).
 - 6. Cable and Wiring: Manufacturer's standard with each connection labeled and corresponding to a unit-mounted wiring diagram.
 - 7. Field Connection: Manufacturer's standard with each connection labeled and corresponding to a unit-mounted wiring diagram.
- H. Unit Electrical:
 - 1. Enclosure: Metal, similar to enclosure, and suitable for unprotected outdoor locations.
 - 2. Field Connection: Single point connection to power entire unit and integral controls.
 - 3. Disconnecting Means: Field mounted disconnect switch shall be furnished and installed under Division 26.
 - 4. Control Transformer: Manufacturer's standard. Coordinate requirements with field power supply.
 - 5. Wiring: Manufacturer's standard with each connection labeled and corresponding to a unitmounted wiring diagram.
 - 6. Raceways: Enclose line voltage wiring in raceways to comply with NFPA 70.
- I. Unit Hardware: Zinc-plated steel, or stainless steel. Coat exposed surfaces with additional corrosionresistant coating if required to prevention corrosion when exposed to salt spray test for 1000 hours according to ASTM B117.
- J. Unit Piping:
 - 1. Unit Tubing: Copper tubing with brazed joints.
 - 2. Unit Tubing Insulation: Manufacturer's standard insulation, of thickness to prevent condensation.
 - 3. Field Piping Connections: Manufacturer's standard.

- 4. Factory Charge: Dehydrated air or nitrogen.
- 5. Testing: Factory pressure tested and verified to be without leaks.

2.6 HEAT RECOVERY CONTROL UNITS (HRCUs)

- A. Description: Factory-assembled and -tested complete unit with components, piping, wiring, and controls required for mating to piping, power, and controls field connections.
 - 1. Specially designed for use in systems with simultaneous heating and cooling.
 - 2. Systems shall consist of one unit, or multiple unit that are designed by variable refrigerant system manufacturer for field interconnection to make a single refrigeration circuit that connects multiple indoor units.
- B. Cabinet:
 - 1. Galvanized-steel construction.
 - 2. Insulation: Manufacturer's standard internal insulation to provide thermal resistance and prevent condensation.
 - 3. Mounting: Manufacturer-designed provisions for field installation.
 - 4. Internal Access: Removable panels or hinged doors of adequate size for field access to internal components for inspection, cleaning, service, and replacement.
- C. Drain Pan: If required by manufacturer's design, provide unit with non-ferrous drain pan with bottom sloped to a low point drain connection.
- D. Refrigeration Assemblies and Specialties:
 - 1. Specially designed by manufacturer for type of VRF HVAC system being installed, either two or three pipe.
 - 2. Each refrigerant branch circuit shall have refrigerant control valves to control refrigerant flow.
 - 3. Spares: Each heat recovery control unit shall include at least two branch circuit ports for future use.
 - 4. Each system piping connection upstream of heat recovery unit shall be fitted with an isolation valve to allow for service to any heat recovery control unit in the system without interrupting operation of the system.
 - 5. Each branch circuit connection shall be fitted with an isolation valve and capped service port to allow for service to any individual branch circuit without interrupting operation of the system.
 - a. If not available as an integral part of the heat recovery control unit, isolation valves shall be field installed adjacent to the unit pipe connection.
- E. Unit Controls:
 - 1. Enclosure: Manufacturer's standard, and suitable for indoor locations.
 - 2. Factory-Installed Controller: Configurable digital control.
 - 3. Features and Functions: Self-diagnostics, fuse protection.
 - 4. Communication: Network communication with indoor units and outdoor unit(s).
 - 5. Cable and Wiring: Manufacturer's standard with each connection labeled and corresponding to a unit-mounted wiring diagram.
 - 6. Field Connection: Manufacturer's standard with each connection labeled and corresponding to a unit-mounted wiring diagram.
- F. Unit Electrical:

- 1. Enclosure: Metal, similar to enclosure, and suitable for indoor locations.
- 2. Field Connection: Single point connection to power entire unit and integral controls.
- 3. Disconnecting Means: Field mounted disconnect switch shall be furnished and installed under Division 26.
- 4. Control Transformer: Manufacturer's standard. Coordinate requirements with field power supply.
- 5. Wiring: Manufacturer's standard with each connection labeled and corresponding to a unitmounted wiring diagram.
- 6. Raceways: Enclose line voltage wiring in raceways to comply with NFPA 70.

G. Unit Piping:

- 1. Unit Tubing: Copper tubing with brazed joints.
- 2. Unit Tubing Insulation: Manufacturer's standard insulation, of thickness to prevent condensation.
- 3. Field Piping Connections: Manufacturer's standard.
- 4. Factory Charge: Dehydrated air or nitrogen.
- 5. Testing: Factory pressure tested and verified to be without leaks.

2.7 SYSTEM CONTROLS

- A. General Requirements:
 - 1. Network: Indoor units, HRCUs, and outdoor units shall include integral controls and connect through a manufacturer-selected control network.
 - 2. Network Communication Protocol: Manufacturer proprietary or open control communication between interconnected units.
 - 3. Integration with Building Automation System: BACnet IP and certified by BACnet Testing Lab (BTL), including the following:
 - a. Ethernet connection via RJ-45 connectors and port with transmission at 100 Mbps or higher.
 - b. Integration devices shall be connected to local uninterruptible power supply unit(s) to provide at least 5 minutes of battery backup operation after a power loss.
 - c. Integration shall include control, monitoring, scheduling, and change of value notifications.
 - 4. Operator Interface:
 - a. Operators shall interface with system and unit controls through the following:
 - 1) Operator interfaces integral to controllers.
 - 2) Web interface through web browser software.
 - 3) Integration with Building Automation System.
 - b. Users shall be capable of interface with controllers for indoor units control to extent privileges are enabled. Control features available to users shall include the following:
 - 1) On/off control.
 - 2) Temperature set-point adjustment.
- B. Central Controllers:
 - 1. Centralized control for all indoor and outdoor units from a single central controller location. Include multiple interconnected controllers as required.

- 2. Controls operation mode of indoor units as individual units, by selected groups of indoor units, or as collection of all indoor units. Operation modes available through central controller shall match those operation modes of controllers for indoor units.
- 3. Schedule operation of indoor units as individual units, by selected groups of indoor units, or as collection of all indoor units.
 - a. Sets schedule for daily, weekly, and annual events.
 - b. Schedule options available through central controller shall at least include the schedule options of controllers for indoor units.
- 4. Changes operating set points of indoor units as individual units, by selected groups of indoor units, or as collection of all indoor units.
- 5. Optimized-start feature to start indoor units before scheduled time to reach temperature set-point at scheduled time based on operating history.
- 6. Night setback feature to operate indoor units at energy-conserving heating and cooling temperature set-points during unoccupied periods.
- 7. Service diagnostics tool.
- 8. Able to disable and enable operation of individual controllers for indoor units.
- 9. Information displayed on individual controllers shall also be available for display through central controller.
- 10. Information displayed for outdoor units, including refrigerant high and low pressures.
- 11. Multiple RJ-45 ports for direct connection to a local PC and an Ethernet network switch.
- 12. Operator interface through a backlit, high-resolution color display touch panel and web accessible through standard web browser software.
- C. Wired Controllers for Indoor Units:
 - 1. Single controller capable of controlling multiple indoor units as group.
 - 2. Auto Timeout Touch Screen LCD: Timeout duration shall be adjustable.
 - 3. On/Off: Turns indoor unit on or off.
 - 4. Hold: Hold operation settings until hold is released.
 - 5. Operation Mode: Cool, Heat, Auto, Dehumidification, Fan Only, and Setback.
 - 6. Temperature Display: 1-degree increments.
 - 7. Temperature Set-Point: Separate set points for Cooling, Heating, and Setback. Adjustable in 1degree increments between.
 - 8. Relative Humidity Display: 1 percent increments.
 - 9. Relative Humidity Set-Point: Adjustable in 1 percent increments.
 - 10. Fan Speed Setting: Select between available options furnished with the unit.
 - 11. Airflow Direction Setting: If applicable to unit, select between available options furnished with the unit.
 - 12. Seven-day programmable operating schedule with up to five events per day. Operations shall include On/Off, Operation Mode, and Temperature Set-Point.
 - 13. Auto Off Timer: Operates unit for an adjustable time duration and then turns unit off.
 - 14. Occupancy detection.
 - 15. Service Notification Display: "Filter".
 - 16. Service Run Tests: Limit use by service personnel to troubleshoot operation.
 - 17. Error Code Notification Display: Used by service personnel to troubleshoot abnormal operation and equipment failure.
 - 18. User and Service Passwords: Capable of preventing adjustments by unauthorized users.
 - 19. Setting stored in nonvolatile memory to ensure that settings are not lost if power is lost. Battery backup for date and time only.
 - 20. Low-voltage power required for controller shall be powered through non-polar connections to indoor unit.

2.8 OUTDOOR EQUIPMENT STANDS

- A. Description: Individual foot supports with elevated adjustable channel cross bars and clamps/fasteners/bolts for ground or roof-supported outdoor equipment components, without roof membrane penetration, in a prefabricated system that can be modularly assembled on-site.
- B. Foot Material: Rubber or polypropylene.
- C. Rails Material: Hot-dip galvanized carbon steel.
- D. Height: 24" minimum.

2.9 LINE SETS

- A. PDM Preinsulated Pipes; "Gelcopper", Mitsubishi Diamondback Linesets; or approved equal.
- B. Polyethylene closed cell foam: assures thermal insulation from surroundings.
 - 1. ASTM C 1427-07 compliant
 - 2. Type I (tubular)
 - 3. Grade I (insulation material for use on typical commercial system non-crosslinked).
 - 4. Low-density polyethylene foam: closed cells foam, CFC and HCFC gas free
 - 5. Water vapor permeability: ASTM E96-00 compliant
 - 6. Working temperature: ASTM C 1427-07 compliant
 - 7. Wall thickness: 1/2" and 3/4"
 - 8. Surface burning characteristics: UL 94, top rated UL 723,
 - 9. ASTM E84 (25/50) compliant, flame and Spread Index less than 25 and Smoke Development Index less than 50 as tested according to UL 723.
 - 10. R-Value: between 6.0 and 3.0 (depending on pipe diameter)
- C. Copper: Manufactured according to ASTM B280; No. C122200 DHP (phosphorous deoxidized, high residual phosphorous), 99.90%. R410a approved.
- D. Outer Jacket: Additional white polyethylene jacket cover protects foam insulation from tearing during installation process. Marking: insulation incrementally marked by every foot to ensure accurate initial unit charge. UV resistant. Paintable: The insulation can be painted to match the surroundings.
- E. Line Set Covers: Mitsubishi, Rectorseal, or approved equal. Precision engineered system of prefabricated PVC duct and fittings which conceals and protects exposed refrigeration line sets, wiring, and drain pipes. Made from extruded PVC duct with a full range of injection molded Polypropylene fittings, all of which meet the requirements of the current UL -94V-0 specification. Color: white. Provide stainless steel screws, retainer clips, wall covers, sleeves, fittings, and hardware for a neat, finished installation.

2.10 MISCELLANEOUS

- A. Refrigerant: As required by VRF HVAC system manufacturer for system to comply with performance requirements indicated.
- B. Oil: As required by VRF HVAC system manufacturer and to comply with performance requirements indicated.
- C. Low-Voltage Control Cabling: Provide per Division 26, NFPA 70, and VRF manufacturer's instructions.

- D. Comply with requirements in Division 26 for control wiring and cable raceways.
- E. Factory Tests: Test and inspect factory-assembled equipment.
- F. Equipment will be considered defective if it does not pass tests and inspections.
- G. Prepare test and inspection reports for historical record. Submit reports only if requested.

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION, GENERAL

A. Examination

- 1. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- 2. Examine products before installation. Reject products that are wet, moisture damaged, or mold damaged.
- 3. Examine roughing-in for piping and tubing to verify actual locations of connections before equipment installation.
- 4. Examine roughing-in for ductwork to verify actual locations of connections before equipment installation.
- 5. Examine roughing-in for wiring and conduit to verify actual locations of connections before equipment installation.
- 6. Examine for suitable conditions where equipment will be installed. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work. Proceed with installation only after unsatisfactory conditions have been corrected
- B. Clearance:
 - 1. Maintain manufacturer's recommended clearances for service and maintenance.
 - 2. Maintain clearances required by governing code.
- C. Electrical: Comply with requirements indicated on Drawings and in applicable Division 26 Sections.

3.2 INSTALLATION OF INDOOR UNITS

- A. Install units to be level and plumb while providing a neat and finished appearance.
- B. Unless otherwise required by VRF HVAC system manufacturer, support ceiling-mounted units from structure above using threaded rods; minimum rod size of 3/8 inch.
- C. Adjust supports of exposed and recessed units to draw units tight to adjoining surfaces.
- D. Protect finished surfaces of ceilings, floors, and walls that come in direct contact with units. Refinish or replaced damaged areas after units are installed.
- E. Provide lateral bracing if needed to limit movement of suspended units to not more than 0.25 inch.
- F. For floor- and wall-mounted units that are exposed, conceal piping and tubing, controls, and electrical power serving units within walls.

- G. Install floor-mounted units on cast-in-place concrete equipment bases. Comply with requirements for equipment bases and foundations specified in Section 23 05 00 "Common Work Results."
- H. Attachment: Install hardware for proper attachment to supported equipment.
- I. Grouting: Place grout under equipment supports and make bearing surface smooth.

3.3 INSTALLATION OF OUTDOOR UNITS

- A. Install units to be level and plumb while providing a neat and finished appearance.
- B. Roof-Mounted Installations: Install outdoor units on equipment supports. Coordinate with Division 7. Anchor units to supports with removable, stainless-steel fasteners.

3.4 PIPING

- A. Provide per manufacturer's instructions and the following sections:
 - 1. Refrigerant Piping: Provide per Section 23 23 00.
 - 2. Condensate Drain Piping: Provide per Section 22 13 16.

3.5 INSTALLATION OF SYSTEM CONTROL CABLE

- A. Comply with NECA 1.
- B. General Requirements for Cabling:
 - 1. Comply with TIA-568-C Series of standards.
 - 2. Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems."
 - 3. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels.
 - 4. Cables may not be spliced and shall be continuous from terminal to terminal. Do not splice cable.
 - 5. Cables serving a common system may be grouped in a common raceway. Install control cable in separate raceway from power wiring. Do not group conductors from different systems or different voltages.
 - 6. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
 - 7. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Install lacing bars and distribution spools.
 - 8. Do not install bruised, kinked, scored, deformed, or abraded cable. Remove and discard cable if damaged during installation and replace it with new cable.
 - 9. Cold-Weather Installation: Bring cable to room temperature before dereeling. Do not use heat lamps for heating.
 - 10. Pulling Cable: Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Monitor cable pull tensions.
 - 11. Support: Do not allow cables to lie on removable ceiling tiles or access panels.
 - 12. Secure: Fasten securely in place with hardware specifically designed and installed so as to not damage cables.
 - 13. Provide strain relief.
 - 14. Keep runs short. Allow extra length for connecting to terminals.
 - 15. Do not bend cables in a radius less than 10 times the cable OD.

- 16. Use sleeves or grommets to protect cables from vibration at points where they pass around sharp corners and through penetrations.
- 17. Ground wire shall be copper, and grounding methods shall comply with IEEE C2. Demonstrate ground resistance.
- C. Balanced Twisted-Pair Cable Installation:
 - 1. Comply with TIA-568-C.2.
 - 2. Do not untwist balanced twisted-pair cables more than 1/2 inch at the point of termination to maintain cable geometry.
- D. Open-Cable Installation:
 - 1. Suspend copper cable not in a wireway or pathway a minimum of 8 inches above ceilings by cable supports not more than 30 inches apart.
 - 2. Cable shall not be run through or on structural members or in contact with pipes, ducts, or other potentially damaging items. Do not run cables between structural members and corrugated panels.
- E. Separation from EMI Sources: Comply with BICSI TDMM and TIA-569-D recommendations for separating unshielded cable from potential EMI sources including electrical power wiring and equipment.

3.6 GROUNDING INSTALLATION

- A. For data communication wiring, comply with TIA-607-B and with BICSI TDMM, "Bonding and Grounding (Earthing)" Chapter.
- B. For low-voltage control cabling, comply with requirements in Division 26.

3.7 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage VRF HVAC system manufacturer's service representative to advise and assist installers; witness testing; and observe and inspect components, assemblies, and equipment installations, including controls and connections.
 - 1. Field service shall be performed by an employee or a factory-trained and -authorized service representative of VRF HVAC system manufacturer whose primary job responsibilities are to provide direct technical support of its products.
 - 2. Manufacturer shall provide on-site visits during the course of construction at installation milestones indicated. System Installer shall coordinate each visit in advance to give manufacturer sufficient notice to plan the visit.
 - 3. Kick-off Meeting:
 - a. Meeting shall include system Installer and other related trades with sole purpose of reviewing VRF HVAC system installation requirements and close coordination required to make a successful installation.
 - b. Meeting shall be held at Project site and scheduled at a mutually agreed to time that occurs before the start of any part of system installation.

- c. Meeting shall cover the following as a minimum requirement:
 - 1) Review of latest issue of Contract Documents, Drawings, and Specifications, relevant to VRF HVAC systems.
 - 2) Manufacturer's installation requirements specific to systems being installed.
 - 3) Review of all relevant VRF HVAC system submittals, including delegated-design submittals.
 - 4) Required field activities related installation of VRF HVAC system.
 - 5) Project team communication protocol, contact information, and exchange of responsibilities for each party involved, including manufacturer, supplier, system Installer, and other related trades.
- 4. Site Visits: Activities for each site visit shall include the following:
 - a. Meet with VRF HVAC system Installer to discuss field activities, issues, and suggested methods to result in a successful installation.
 - b. Offer technical support to Installer and related trades as related to VRF system(s) being installed.
 - c. Review progress of VRF HVAC system(s) installation for strict compliance with manufacturer's requirements.
 - d. Advise and if necessary assist Installer with updating related refrigerant calculations and system documentation.
 - e. Issue a report for each visit, documenting the visit.
 - 1) Report to include name and contact information of individual making the visit.
 - 2) Date(s) and time frames while on-site.
 - 3) Names and contact information of people meeting with while on-site.
 - 4) Clearly identify and list each separate issue that requires resolution. For each issue, provide a unique identification number, relevant importance, specific location or equipment identification, description of issue, recommended corrective action, and follow-up requirements needed. Include a digital photo for clarification if deemed to be beneficial.
- 5. Final Inspection before Startup:
 - a. Before inspection, Installer to provide written request to manufacturer stating the system is fully installed according manufacturer's requirements and ready for final inspection.
 - b. All system equipment and operating components shall be inspected. If components are inaccessible for inspection, they shall be made accessible before the final inspection can be completed.
 - c. Manufacturer shall provide a comprehensive inspection of all equipment and each operating component that comprise the complete system(s). Inspection shall follow a detailed checklist specific to each equipment and operating component.
 - d. Inspection reports for indoor units shall include, but not be limited to, the following:
 - 1) Unit designation on Drawings.
 - 2) Manufacturer model number.
 - 3) Serial number.
 - 4) Network address, if applicable.
 - 5) Each equipment setting.
 - 6) Mounting, supports, and restraints properly installed.
 - 7) Proper service clearance provided.
 - 8) Wiring and power connections correct.
 - 9) Line-voltage reading(s) within acceptable range.
 - 10) Wiring and controls connections correct.
 - 11) Low-voltage reading(s) within an acceptable range.

- 12) Controller type and model controlling unit.
- 13) Controller location.
- 14) Temperature settings and readings within an acceptable range.
- 15) Humidity settings and readings within an acceptable range.
- 16) Condensate removal acceptable.
- 17) Fan settings and readings within an acceptable range.
- 18) Unit airflow direction within an acceptable range.
- 19) If applicable, fan external static pressure setting.
- 20) Filter type and condition acceptable.
- 21) Noise level within an acceptable range.
- 22) Refrigerant piping properly connected and insulated.
- 23) Condensate drain piping properly connected and insulated.
- 24) If applicable, ductwork properly connected.
- 25) If applicable, external interlocks properly connected.
- 26) Remarks.
- e. Inspection reports for outdoor units shall include, but not be limited to, the following:
 - 1) Unit designation on Drawings.
 - 2) Manufacturer model number.
 - 3) Serial number.
 - 4) Network address, if applicable.
 - 5) Each equipment setting.
 - 6) Mounting, supports, and restraints properly installed.
 - 7) Proper service clearance provided.
 - 8) Wiring and power connections correct.
 - 9) Line-voltage reading(s) within acceptable range.
 - 10) Wiring and controls connections correct.
 - 11) Low-voltage reading(s) within an acceptable range.
 - 12) Condensate removal acceptable.
 - 13) Noise level within an acceptable range.
 - 14) Refrigerant piping properly connected and insulated.
 - 15) Condensate drain piping properly connected and insulated.
 - 16) Remarks.
- f. Installer shall provide manufacturer with the requested documentation and technical support during inspection.
- g. Installer shall correct observed deficiencies found by the inspection.
- h. Upon completing the on-site inspection, manufacturer shall provide a written report with complete documentation describing each inspection step, the result, and any corrective action required.
- i. If corrective action is required by Installer that cannot be completed during the same visit, provide additional visits, as required, until deficiencies are resolved and systems are deemed ready for startup.
- j. Final report shall indicate the system(s) inspected are installed according to manufacturer's requirements and are ready for startup.
- B. Perform the following tests and inspections with the assistance of manufacturer's service representative:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 2. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.

- 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Refrigerant Tubing Positive Pressure Testing:
 - 1. Comply with more stringent of VRF HVAC system manufacturer's requirements and requirements indicated.
 - 2. After completion of tubing installation, pressurize tubing systems to a test pressure of not less than 1.5 times VRF HVAC system operating pressure, but not less than 600 psig, using dry nitrogen.
 - 3. Successful testing shall maintain a test pressure for a continuous and uninterrupted period of 24 hours. Allowance for pressure changes attributed to changes in ambient temperature are acceptable.
 - 4. Prepare test report to record the following information for each test:
 - a. Name of person starting test, company name, phone number, and e-mail address.
 - b. Name of manufacturer's service representative witnessing test, company name, phone number, and e-mail address.
 - c. Detailed description of extent of tubing tested.
 - d. Date and time at start of test.
 - e. Test pressure at start of test.
 - f. Outdoor temperature at start of test.
 - g. Name of person ending test, company name, phone number, and e-mail address.
 - h. Date and time at end of test.
 - i. Test pressure at end of test.
 - j. Outdoor temperature at end of test.
 - k. Remarks:
 - 5. Submit test reports for Project record.
- D. Refrigerant Tubing Evacuation Testing:
 - 1. Comply with more stringent of VRF HVAC system manufacturer's requirements and requirements indicated.
 - 2. After completion of tubing positive-pressure testing, evacuate tubing systems to a pressure of 500 microns.
 - 3. Successful testing shall maintain a test pressure for a continuous and uninterrupted period of one hour(s) with no change.
 - 4. Prepare test report to record the following information for each test:
 - a. Name of person starting test, company name, phone number, and e-mail address.
 - b. Name of manufacturer's service representative witnessing test, company name, phone number, and e-mail address.
 - c. Detailed description of extent of tubing tested.
 - d. Date and time at start of test.
 - e. Test pressure at start of test.
 - f. Outdoor temperature at start of test.
 - g. Name of person ending test, company name, phone number, and e-mail address.
 - h. Date and time at end of test.
 - i. Test pressure at end of test.
 - j. Outdoor temperature at end of test.
 - k. Remarks:
 - 5. Submit test reports for Project record.
 - 6. Upon successful completion of evacuation testing, system shall be charged with refrigerant.

- E. System Refrigerant Charge:
 - 1. Using information collected from the refrigerant tubing evacuation testing, system Installer shall consult variable refrigerant system manufacturer to determine the correct system refrigerant charge.
 - 2. Installer shall charge system following VRF HVAC system manufacturer's written instructions.
 - 3. System refrigerant charging shall be witnessed by system manufacturer's representative.
 - 4. Total refrigerant charge shall be recorded and permanently displayed at the system's outdoor unit.
- F. Products will be considered defective if they do not pass tests and inspections.
- G. Prepare test and inspection reports.

3.8 STARTUP SERVICE

- A. Engage a VRF HVAC system manufacturer's service representative to perform system(s) startup service.
 - 1. Service representative shall be an employee or a factory-trained and -authorized service representative of VRF HVAC system manufacturer.
 - 2. Complete startup service of each separate system.
 - 3. Complete system startup service according to manufacturer's written instructions.
- B. Startup checks shall include, but not be limited to, the following:
 - 1. Check control communications of equipment and each operating component in system(s).
 - 2. Check each indoor unit's response to demand for cooling and heating.
 - 3. Check each indoor unit's response to changes in airflow settings.
 - 4. Check each indoor unit, HRCU, and outdoor unit for proper condensate removal.
- C. Installer shall accompany manufacturer's service representative during startup service and provide manufacturer's service representative with requested documentation and technical support during startup service.
 - 1. Installer shall correct deficiencies found during startup service for reverification.
- D. System Operation Report:
 - 1. After completion of startup service, manufacturer shall issue a report for each separate system.
 - 2. Report shall include complete documentation describing each startup check, the result, and any corrective action required.
 - 3. Manufacturer shall electronically record not less than two hours of continuous operation of each system and submit with report for historical reference.
 - a. All available system operating parameters shall be included in the information submitted.
- E. Witness:
 - 1. Invite Owner and Commissioning Agent to witness startup service procedures.
 - 2. Provide written notice not less than 10 business days before start of startup service.

3.9 ADJUSTING

A. Adjust equipment and components to function smoothly, and lubricate as recommended by manufacturer.

- B. Adjust initial temperature and humidity set points. Adjust initial airflow settings and discharge airflow patterns.
- C. Set field-adjustable switches and circuit-breaker trip ranges according to VRF HVAC system manufacturer's written instructions, and as indicated.
- D. 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.

3.10 PROTECTION

- A. Protect products from moisture and water damage. Remove and replace products that are wet, moisture damaged, or mold damaged.
- B. Protect equipment from physical damage. Replace equipment with physical damage that cannot be repaired to new condition. Observable surface imperfections shall be grounds for removal and replacement.
- C. Protect equipment from electrical damage. Replace equipment suffering electrical damage.
- D. Cover and seal openings of equipment to keep inside of equipment clean. Do not remove covers until finish work is complete.

3.11 DEMONSTRATION

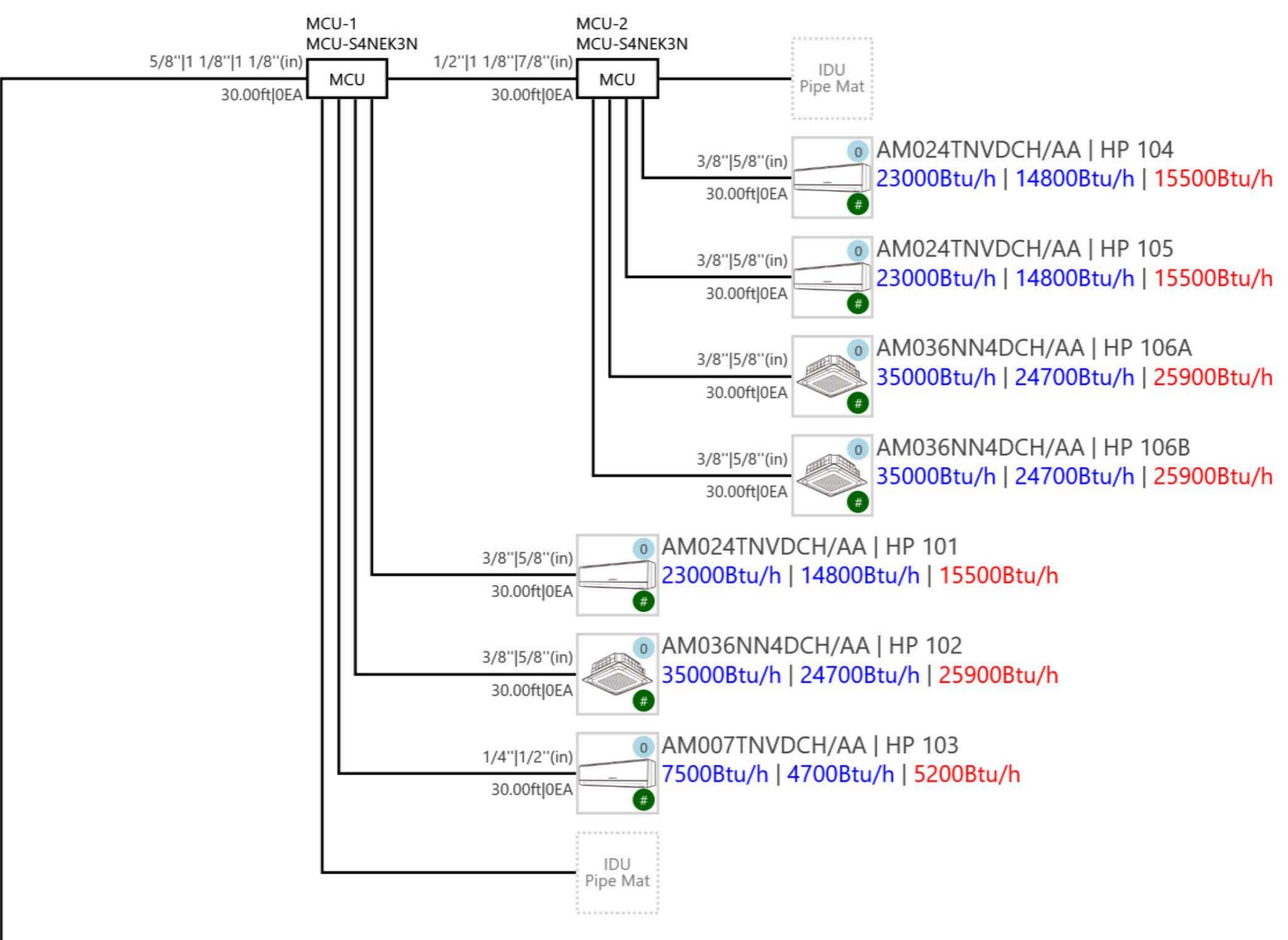
- A. Engage a VRF HVAC system manufacturer's employed training instructor or factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain entire system.
- B. Instructor:
 - 1. Instructor shall be factory trained and certified by VRF HVAC system manufacturer with current training on the system(s), equipment, and controls that are installed.
 - 2. Instructor(s) shall have not less than three years of training experience with VRF HVAC system manufacturer and past training experience on at least three projects of comparable size and complexity.
- C. Schedule and Duration:
 - 1. Schedule training with Owner at least 20 business days before first training session.
 - 2. Training shall occur before Owner occupancy.
 - 3. Training shall be held at mutually agreed date and time during normal business hours.
 - 4. Each training day shall not exceed eight hours of training. Daily training schedule shall allow time for one-hour lunch period and 15-minute break after every two hours of training.
 - 5. Perform not less than 16 total hours of training.
- D. Location: Owner shall provide a suitable on-site location to host classroom training.
- E. Training Attendees: Assume three people.
- F. Training Attendance: For record purposes, document training attendees at the start of each new training session. Record attendee's name, signature, phone number, and e-mail address.

- G. Training Format: Individual training modules shall include classroom training followed by hands-on field demonstration and training.
- H. Training Materials: Provide training materials in electronic format to each attendee.
 - 1. Include instructional videos showing general operation and maintenance that are coordinated with operation and maintenance manuals.
 - 2. Video record each classroom training session and submit an electronic copy to Owner before requesting Owner acceptance of training.
- I. Acceptance: Obtain Commissioning Agent or Owner written acceptance that training is complete, and requirements indicated have been satisfied.

END OF SECTION 23 81 29

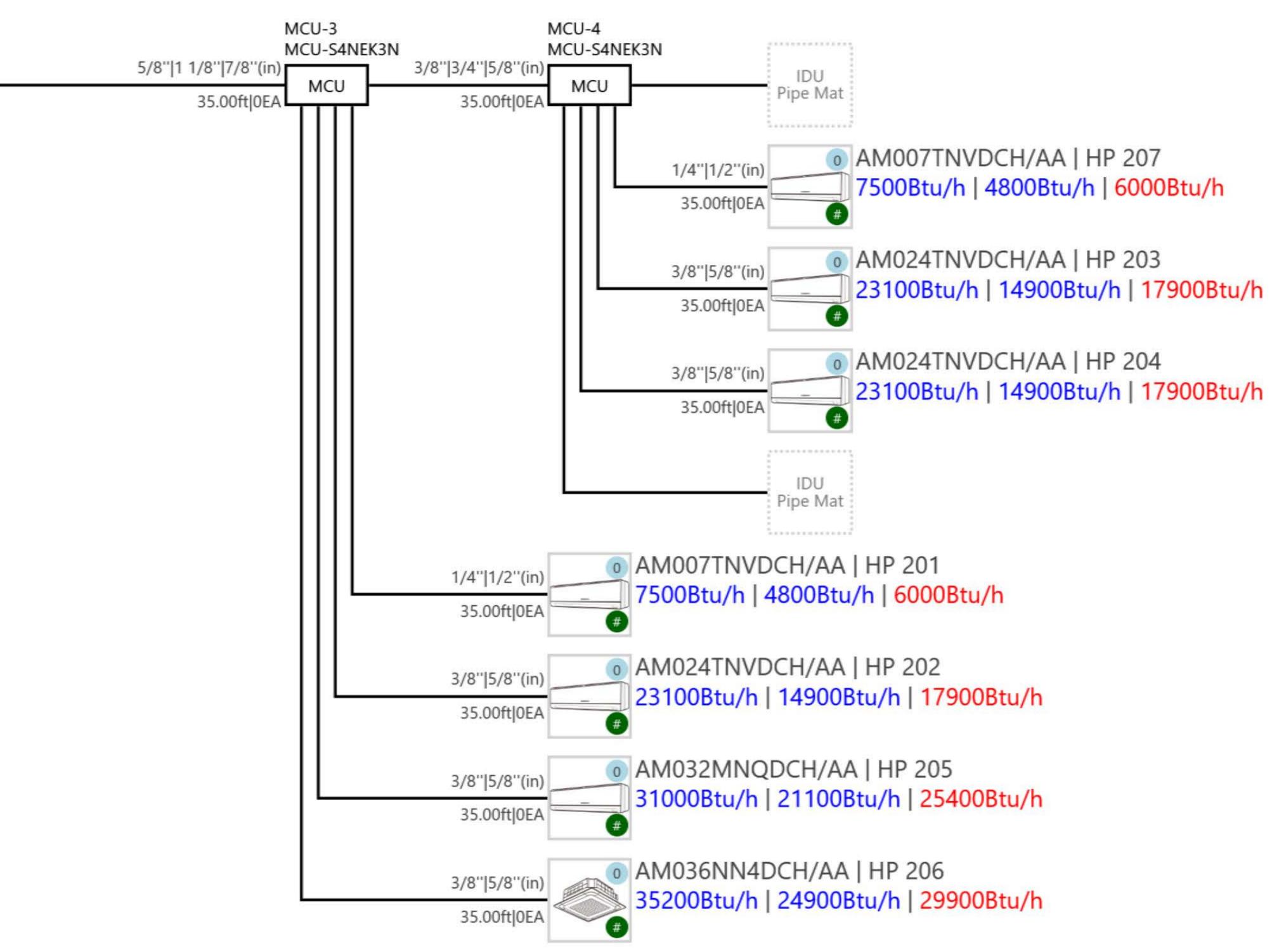






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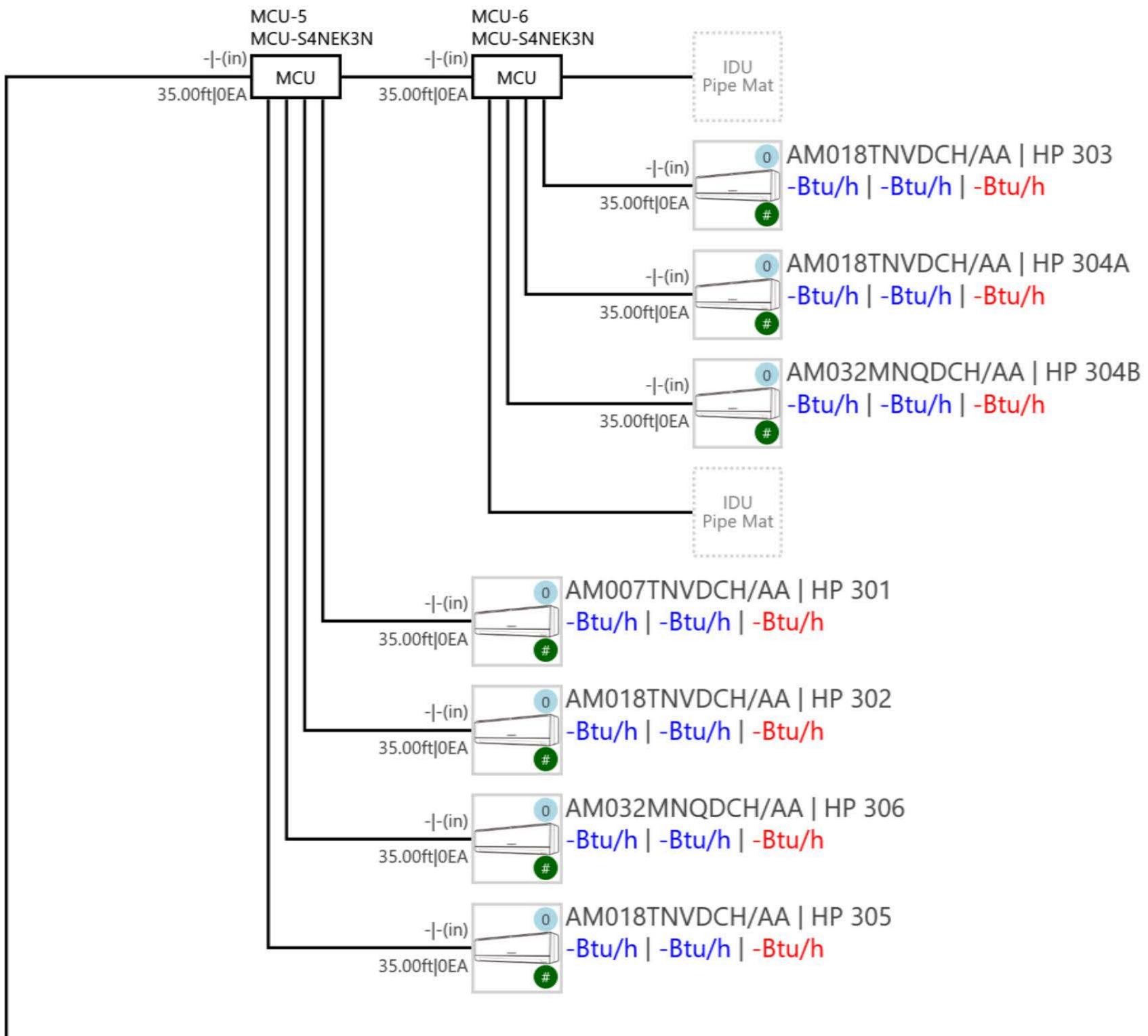


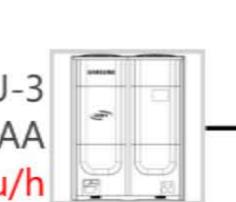


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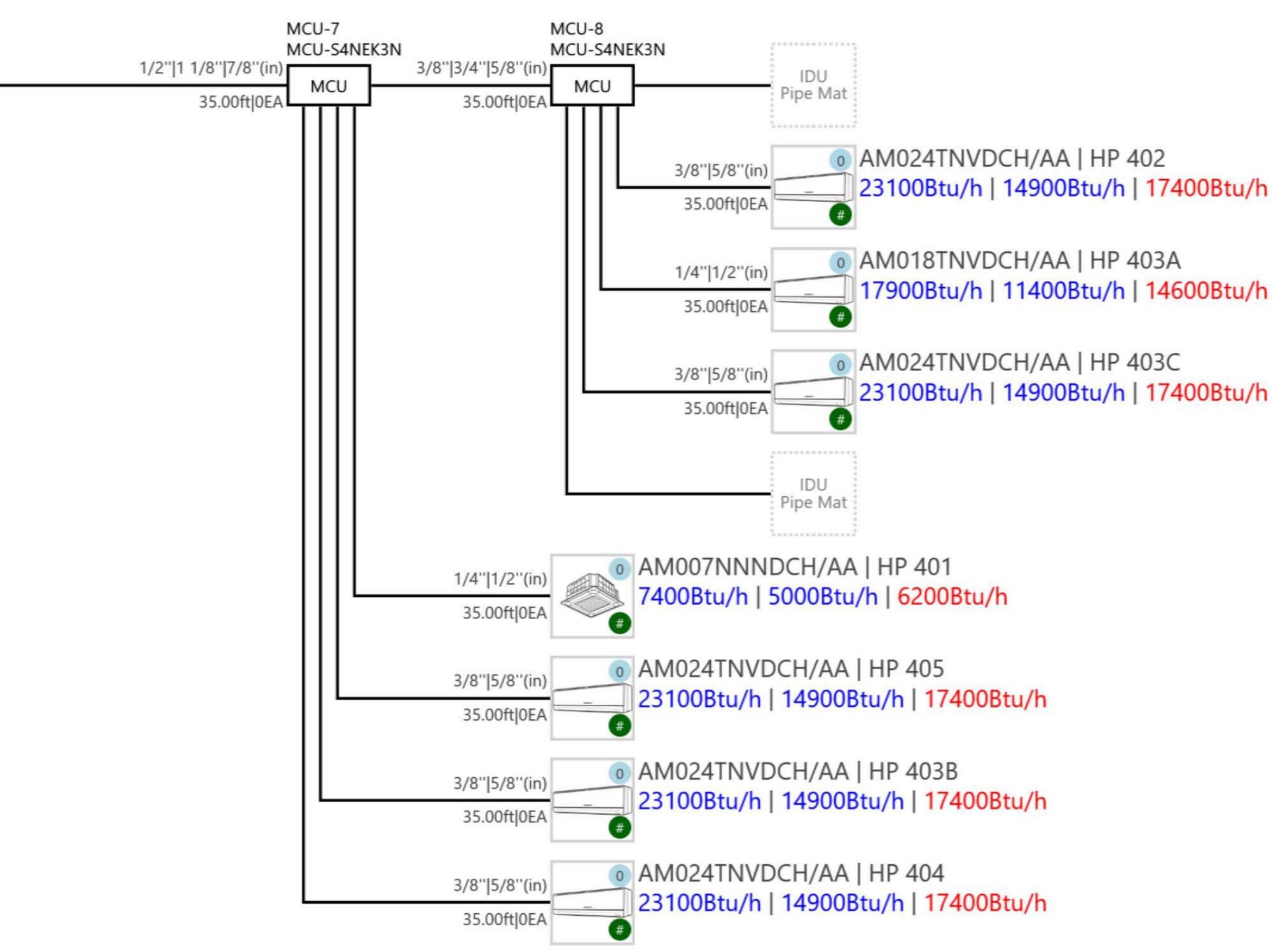
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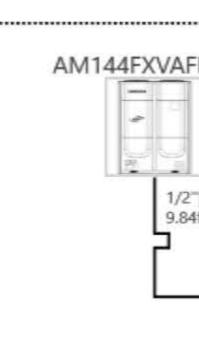






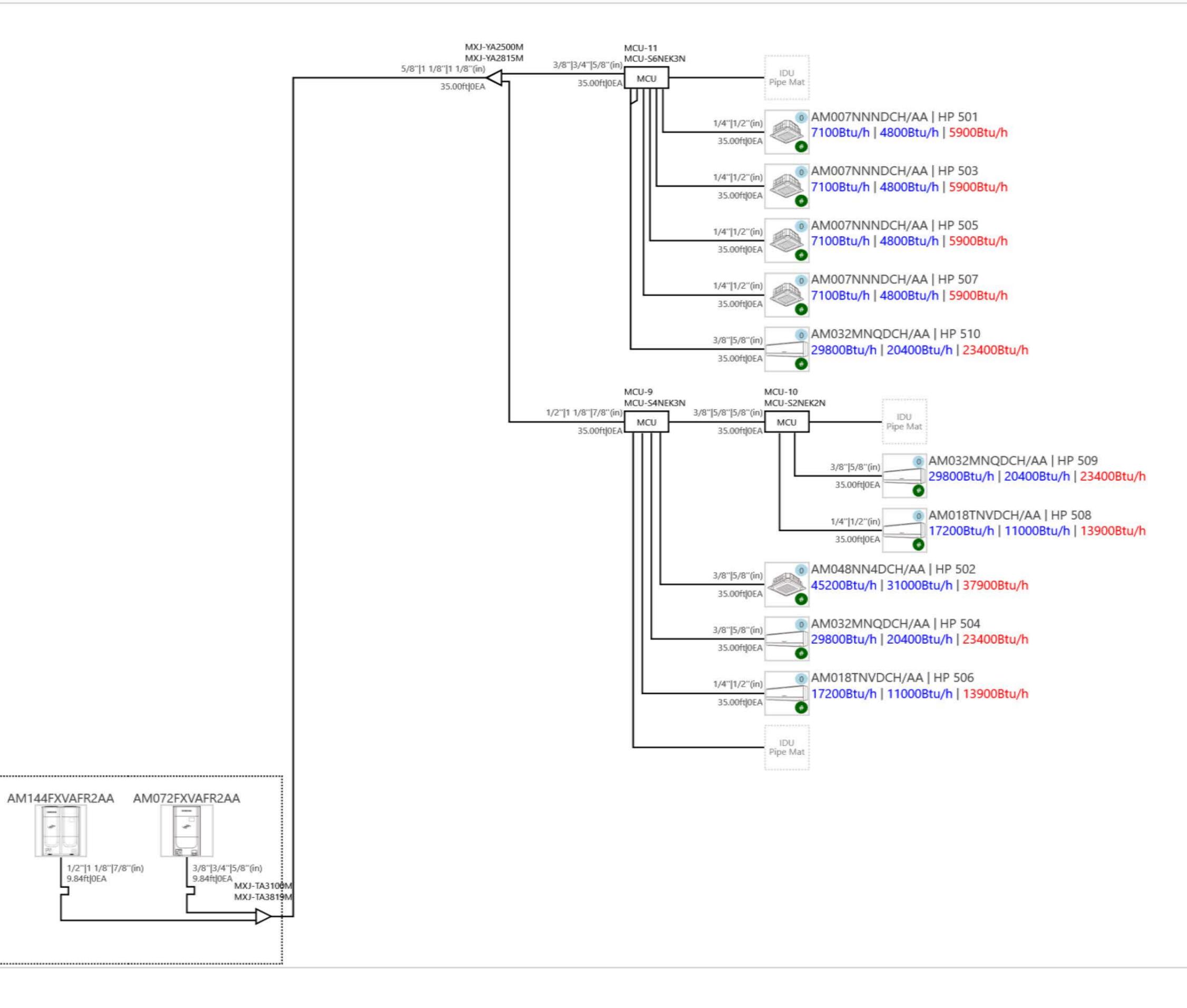


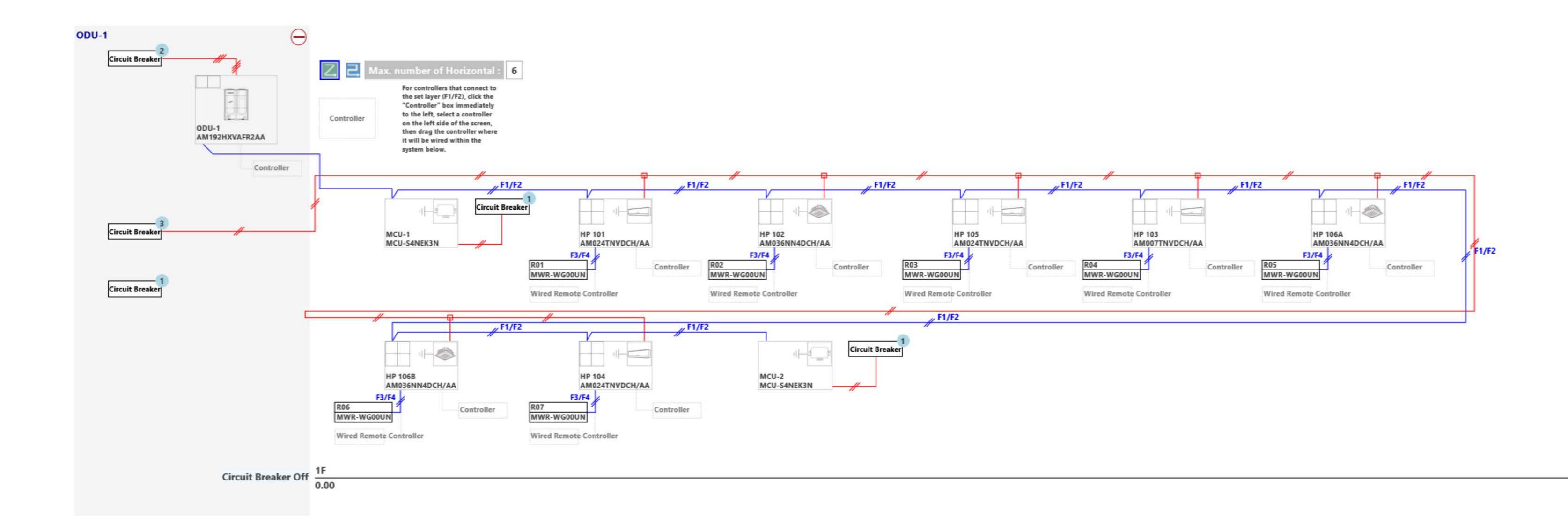


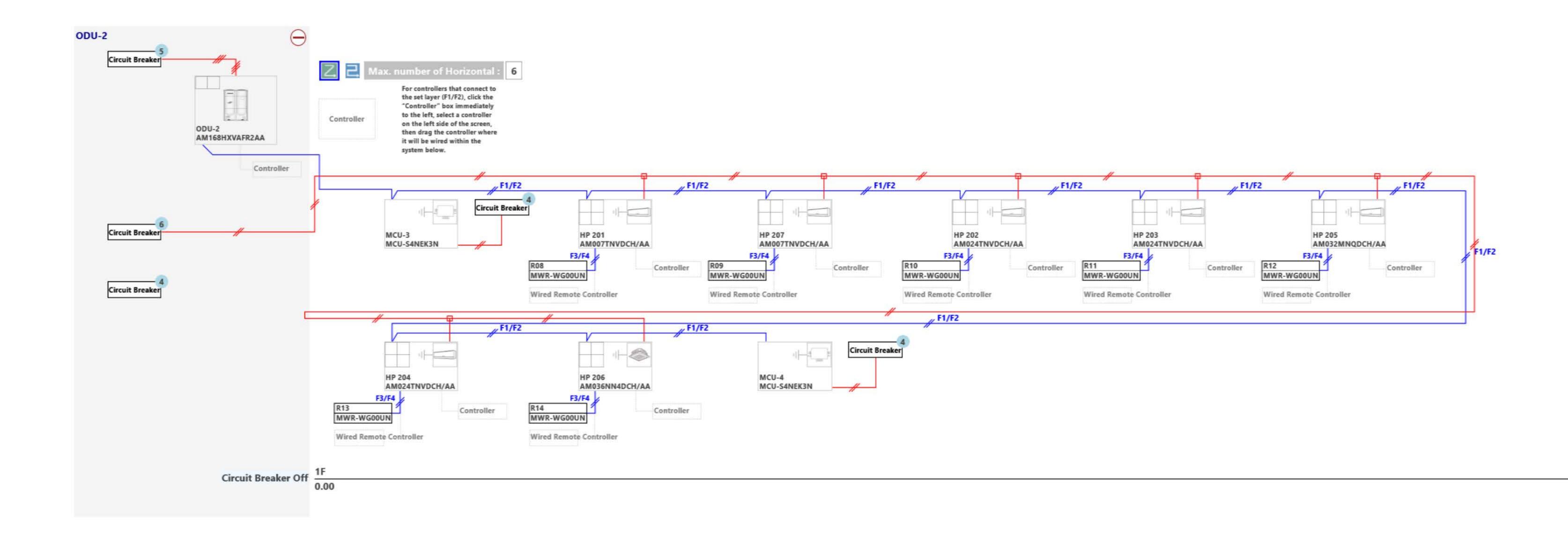


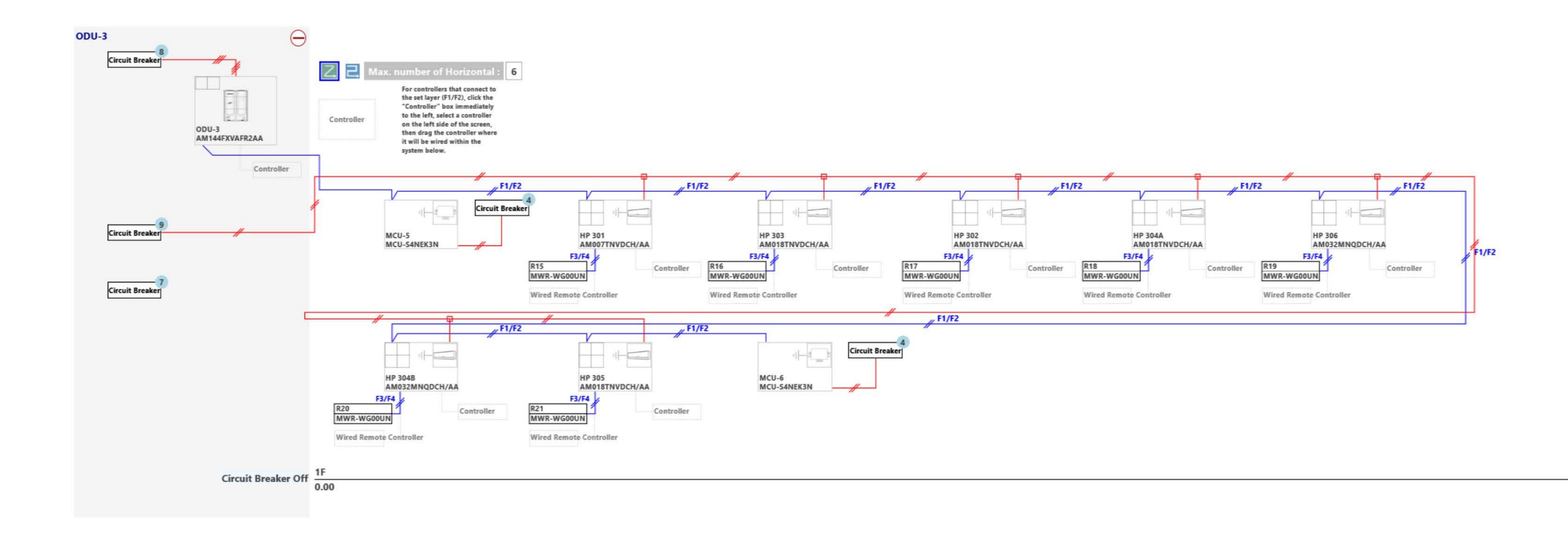
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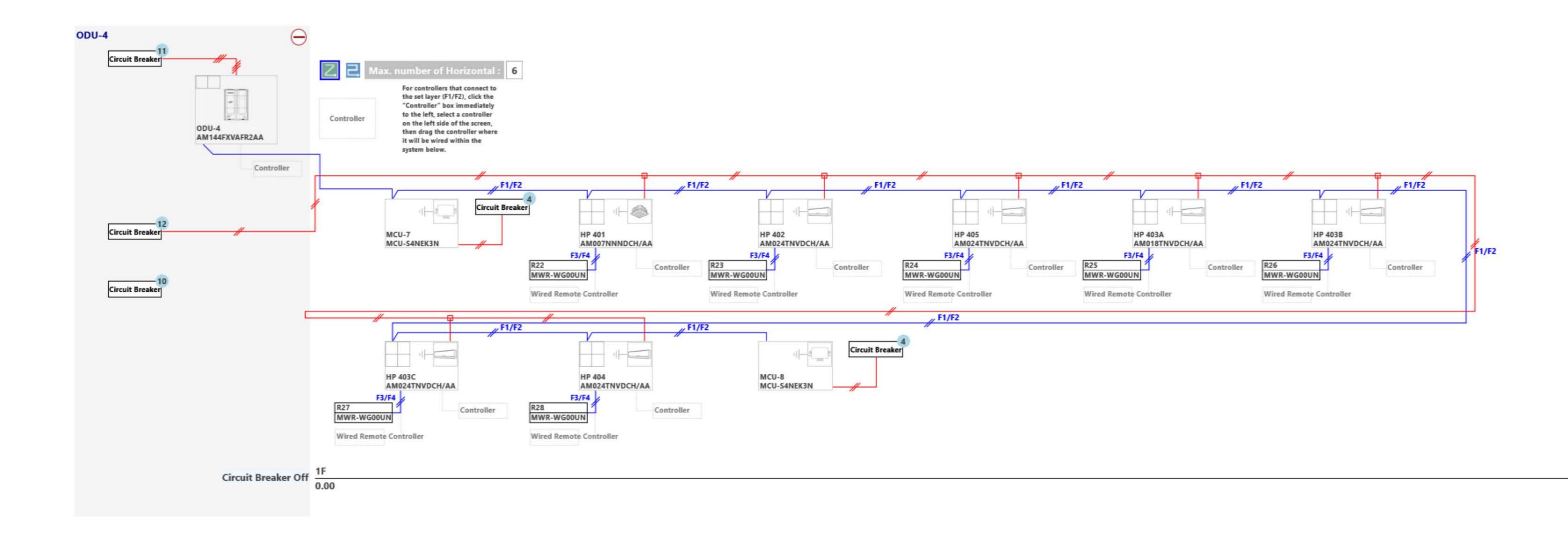


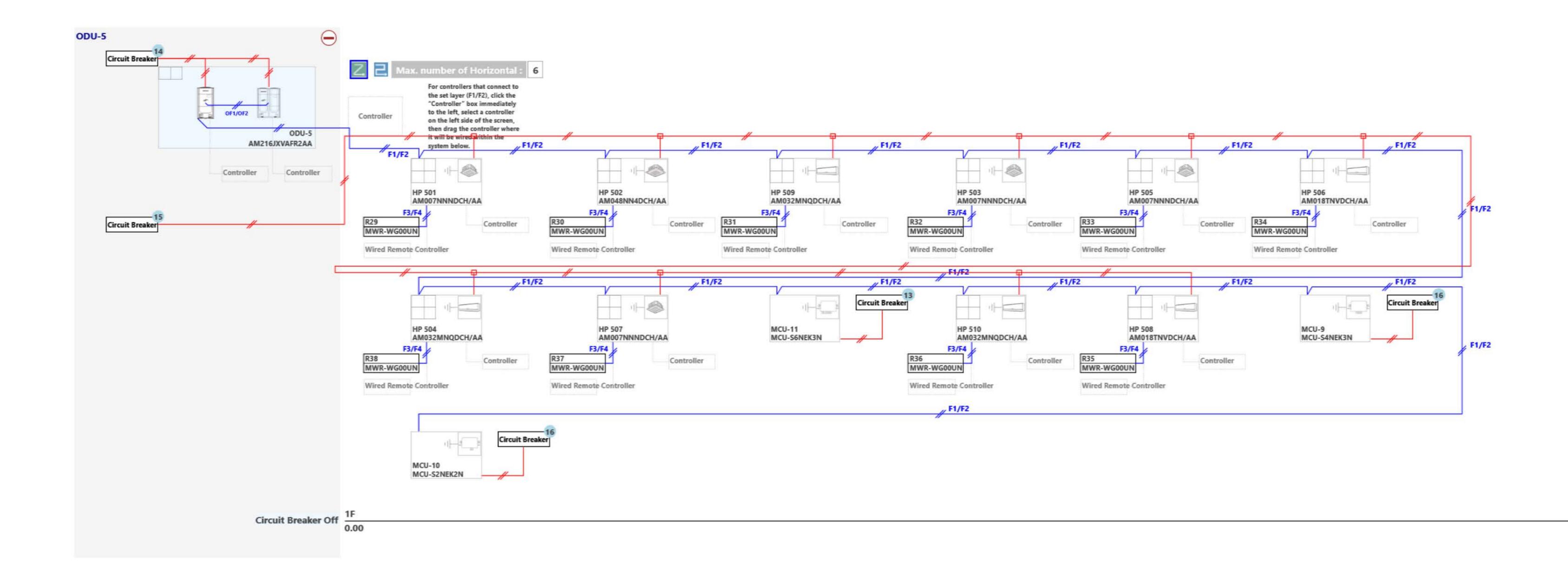


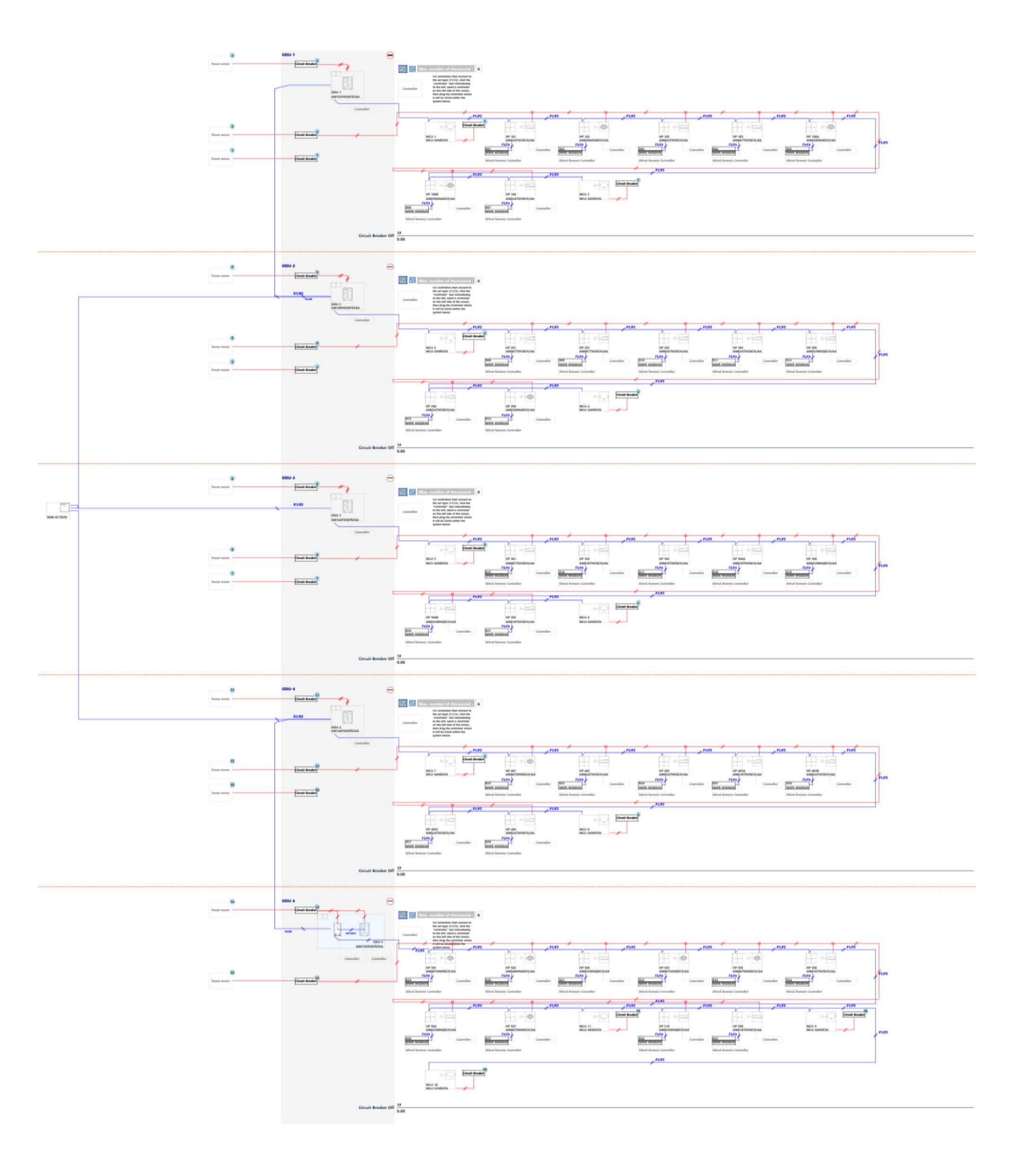








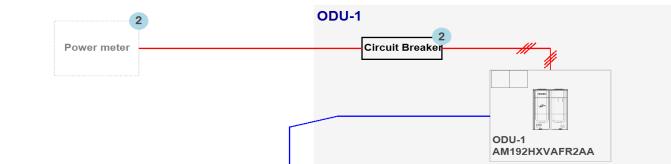




SANSUNG

Controller

Controller Diagram







SECTION 26 10 00

BASIC ELECTRICAL REQUIREMENTS

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. Alternates: Refer to Division 01 to determine extent of, if any, work of this section that will be affected by any alternates if accepted.
- B. Furnish all materials, equipment, labor, and supplies and perform all operations necessary to complete the electrical work in accordance with the intent of the drawings and these specifications.
- C. Temporary Power and Lighting: Provide separate meter and service for construction area.
 - 1. Power Distribution: Provide weatherproof, grounded circuits with ground-fault interruption features, with proper power characteristics and either permanently wired or plug-in connections as appropriate for intended use. Provide overload-protected disconnect switch for each circuit at distribution panel. Space 4-gang convenience outlets (20 amp circuit) so that every portion of work can be reached with 100' extension cord.
 - 2. Temporary Lighting: Provide lighting of intensity and quality sufficient for proper and safe performance of the work and for access thereto and security thereof. (Consult OSHA requirements.)

1.3 FIRE ALARM SYSTEM

A. Modify and add to the existing fire alarm system to provide a complete and code compliant system including but not limited to: new smoke detectors, heat detectors and notification appliances in all areas required. Fire alarm systems shall generally comply with requirements of NFPA 72 for local building systems except as modified and supplemented by this specification. All units of equipment shall be listed by Underwriters Laboratories and shall consist of a battery-backed fire alarm control station, with audio/visual and visual alarm indicating devices, heat detectors, smoke detectors, and pull stations. All equipment shall be located as shown on the plans and wired in accordance with the manufacturer's instructions to form a complete and workable emergency evacuation life safety system as hereinafter described.

1.4 QUALITY ASSURANCE

- A. All wiring shall be in accordance with the latest issue of the National Electrical Code.
- B. The Contractor shall show evidence, upon request, of having successfully completed at least five similar projects. Installation of each system shall be under the supervision of a factory-authorized organization.

- C. The Contractor shall show evidence, upon request, that he maintains a fully equipped service organization capable of furnishing adequate inspection and service to the system. The Contractor must have a service contract program for the maintenance of the system after the guarantee period.
- D. All electrical equipment shall be listed by Underwriters Laboratories, Inc. Each system shall be products of a single manufacturer of established reputation and experience. The Contractor shall have supplied similar apparatus to comparable installations rendering satisfactory service for at least three years.
- E. For each system, the manufacturer shall furnish "gratis" to the Owner a one-year contract effective from the date of installation for maintenance and inspection services of the manufacturer's equipment with a minimum of two inspections during the contract year.
- F. Furnish the services of a competent instructor for not less than one four- hour period for instructing personnel in the operation and maintenance of the closed-circuit television system, on the dates requested by the Owner.

1.5 SUBMITTALS

- A. In accordance with Division 01, furnish the following:
 - 1. Manufacturer's descriptive literature: For each type of product indicated.
 - 2. Submit shop drawings which include engineering drawings of the system with specification sheets covering all component parts of the system and interconnection diagrams.
 - 3. Certification:
 - a. Prior to final inspection, deliver to the Owner's Representative certification that the material is in accordance with the drawings and specifications and has been properly installed.
 - b. Submit certification of system operating test.
 - 4. Manuals: Submit copies of complete set of operating instructions including circuit diagrams and other information of system components.

1.6 PROJECT CONDITIONS

- A. Regulatory Requirements:
 - 1. Conform to the requirements of all laws and regulations applicable to the work.
 - 2. Cooperate with all authorities having jurisdiction.
 - 3. Compliance with laws and regulations governing the work on this project does not relieve the Contractor from compliance with more restrictive requirements contained in these specifications.
 - 4. If the Contract Documents are found to be at variance with any law or regulation, the Contractor shall notify the Architect/Engineer promptly in writing. The Contractor shall assume full responsibility for any work contrary to law or regulation, and shall bear all costs for the corrections thereof.
 - 5. Minimum Requirements: The National Electrical Code (NEC), Underwriters Laboratories, Inc. (UL), the National Fire Codes, and National Fire Protection Association (NFPA) are a minimum requirement for work under this section. Design drawings and other specification sections shall govern in those instances where requirements are greater than those required by code.

- B. Permits, Fees, and Inspections:
 - 1. Secure and pay for all permits, fees, licenses, inspections, etc., required for the work under Division 26.
 - 2. Schedule and pay for all legally required inspections and cooperate with inspecting officers.
 - 3. Provide Certificates of Inspection and Approval from all regulatory authorities having jurisdiction over the work in Division 26.
- C. Drawings:
 - 1. Do not scale the drawings. The general location of the apparatus and the details of the work are shown on the drawings, which form a part of this specification. Exact locations are to be determined at the building as the work progresses, and shall be subject to the Architect/Engineer's approval. Actual field conditions shall govern all dimensions.
 - 2. Anything shown on the drawings and not mentioned in the specifications or vice versa shall be provided as if it were both shown and specified.
 - 3. It is not intended that the drawings shall show every wire, device, fitting, conduit or appliance, but it shall be a requirement to furnish without additional expense, all material and labor necessary to complete the systems in accordance with applicable codes and the best practice of the trade.

1.7 WARRANTY

A. The Contractor shall guarantee all equipment and wiring free from inherent mechanical or electrical defects for one year from date of acceptance.

1.8 RELATED WORK

A. Division 23 - Mechanical

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Switches
 - 1. Toggle Switches: 20A, 120 V, 1-pole, ivory specification grade, mount 4'-0" above finished floor at door entrance unless otherwise noted.
- B. Receptacles shall be specification grade, mounted 18" above finished floor unless otherwise noted.
 - 1. Provide type TR tamper-resistant where required by code.
 - 2. Provide type WR weather-resistant where required by code.
- C. Duplex Receptacles With Ground-Fault Interrupter shall be an integral unit suitable for mounting in a standard outlet box.
 - 1. Ground-Fault Interrupter shall consist of a differential current transformer, solid state sensing circuitry and a circuit interrupter switch. It shall be rated for operation on a 60 Hz, 120-volt, 20-ampere branch circuit. Device shall have nominal sensitivity to ground leakage current of five milliamperes and shall function to interrupt the current supply for any value of ground leakage

current above five milliamperes on the load side of the device. Device shall have a minimum nominal tripping time of 1/30th of a second.

- 2. Receptacle shall be rated 20 amperes, 125 volts for indoor use and shall be the standard duplex, three-wire, grounding type.
- 3. Provide type WR weather-resistant where required by code.
- D. Weatherproof Receptacles shall consist of a duplex GFI receptacle, as specified, mounted in a weatherproof box with a gasketed, weatherproof, cast metal cover plate. The weatherproof integrity shall not be affected when heavy duty specification or hospital grade attachment plug caps are inserted. Cover plates on outlet boxes mounted flush in the wall shall be gasketed to the wall in a watertight manner.
- E. Plates shall be 302 stainless steel with tamper-proof screws.
- F. Boxes shall be steel minimum 2-1/2" deep.
- G. Disconnect Switches shall be heavy-duty type, horsepower rated.
- H. Motor Starters:
 - 1. Manual motor starters shall be toggle-switch type with melting alloy thermal overload relay. Thermal units shall be one-piece construction and interchangeable. Starter shall be inoperative with thermal unit removed. Contacts shall be double break, silver alloy. Starters in finished areas shall be flush mounted over the light switch at 60" above finished floor. Starters shall be mounted behind stainless steel device plate and shall have adjacent pilot lights. Square D Class 2510 Type FS-1P-FL1 or approved equal. Starters in unfinished areas shall be surface mounted 60" above finished floor. Square D Class 2510 Type FG-5P or approved equal.
 - 2. Magnetic motor starters shall be combination circuit breaker or fused disconnect switch type, mounted in a common enclosure. Starters shall be three-pole with three melting alloy overload relays. Overload heaters shall be coordinated with Division 23. Thermal units shall be of one-piece construction and interchangeable. Starter shall be inoperative with any thermal unit removed. The disconnect operating handle shall be position indicating.
 - a. Provide a control device and pilot light on the cover of each combination starter. Control devices for motors with remote manual or automatic control shall be "hand-off-auto" switches. Control devices for locally controlled motors shall be "start-stop" pushbuttons.
 - b. 120-volt magnetic motor starters may consist of a circuit breaker or fused disconnect switch and a magnetic starter in separate enclosures mounted next to each other.
 - c. Control circuits shall operate at a maximum of 120 volts. Provide control transformers as required.
 - 3. Starters shall be mounted within NEMA-1 enclosures unless specified otherwise.
 - 4. All starters shall be lockable in the "off" position.
 - 5. Overload heaters shall be sized for the motor nameplate full-load amperes per the manufacturer's recommendations.
- I. Wiring Materials:
 - 1. Wiring shall be enclosed in electrical rigid galvanized steel, intermediate metal conduit, or electrical metallic tubing sized in accordance with code requirements for the conductors. Types MC or NM cable may be used where concealed in walls or ceilings and allowed by code.
 - a. Conduit fittings shall be steel compression type.
 - b. Terminations for all conduit shall have insulated bushings or insulated throat connectors in accordance with code requirements.

- c. All conduits shall be substantially supported with approved clips or hangers spaced not to exceed ten feet on center. Minimum conduit size shall be 1/2".
- 2. Flexible Metal Conduit shall be used for all connections to motors and vibrating equipment and shall comply with Fed. Spec. WW-C-566.
- 3. Liquid-Tight Flexible Metal Conduit shall consist of flexible steel conduit with a liquid-tight PVC jacket over the conduit.
 - a. Fittings shall incorporate a threaded grounding cone, a steel or plastic compression ring, and a gland for tightening.
 - b. Liquid-tight flexible metal conduit shall be used in damp or wet locations when flexible metal conduit would otherwise be used.
 - c. Liquid-tight flexible metal conduit shall not penetrate the roof or exterior walls, and shall not be installed in lengths exceeding 72" except where necessary for flexibility.
- 4. All Wiring shall be type THW, XHHW, or THWN, UL labeled, copper conductors with 600-volt insulation, except as otherwise noted. Minimum size wire shall be No. 12 AWG.
- 5. Nonmetallic-Sheathed Cable (Type NM) shall be two-or three-conductor with a ground conductor and an overall covering that is flame-retardant and moisture-resistant. Minimum wire size shall be No. 12 AWG.
- 6. Type MC Cable shall have minimum No. 12 AWG type THWN or XHHW insulated copper conductors with an internal bare or insulated copper ground wire.
- J. Fire-Stop Material:
 - 1. Fire-stopping material shall maintain its dimension and integrity while preventing the passage of flame, smoke, and gases under conditions of installation and use when exposed to the ASTM E 119 time-temperature curve for a time period equivalent to the rating of the assembly penetrated. Cotton waste shall not ignite when placed in contact with the non-fire side during the test. Fire-stopping material shall be noncombustible as defined by ASTM E 136; and in addition for insulation materials, melt point shall be a minimum of 1700°F for one-hour protection and 1850°F for two-hour protection.
 - 2. Seals for floor, exterior wall, and roof shall also be watertight.
- K. Circuit Breakers: Circuit breakers to be added to existing panelboards shall match existing circuit breakers ; manufacturer, mounting type, AIC rating, voltage rating and UL listed for operation in respective panelboard.
- L. Grounding Conductors:
 - 1. Grounding conductors shall be soft-drawn bare copper.
 - 2. Insulated grounding wires shall be UL and NEC approved types, copper, with THWN or XHHW insulation color identified green, except where otherwise shown on the drawings or specified.
 - 3. Wire shall not be less than shown on the drawings and not less than required by the NEC.
- M. Ground Clamps:
 - 1. Ground clamps shall be cast bronze or cast copper and shall be UL listed for grounding connections.
 - 2. Ground clamps shall be sized for the specific conductor and electrode to be clamped.
- N. Equipment Grounding Connections: Connections shall be of the compression type solderless connectors.
- O. Fire Alarm System Components:

- 1. Fire alarm system components shall be compatible and listed for use with the existing fire alarm system, and shall match existing similar devices or be the system manufacturer's current recommended replacement for existing similar devices.
- 2. Fire Alarm Control Panel: Provide all necessary common components, power supply, battery charger, batteries, programming, etc. as required to support the addition of components provided under this section for completion of a totally operational fire alarm panel and its respective remote annunciator when existing.
- 3. Intelligent Duct Smoke Detector:
 - a. The duct smoke detector housing shall accommodate an intelligent ionization detector that provides continuous analog monitoring and alarm verification from the panel.
 - b. When sufficient smoke is sensed, an alarm signal is initiated at the FACP, and appropriate action taken to change over air handling systems to help prevent the rapid distribution of toxic smoke and fire gases throughout the areas served by the duct system.
 - c. Provide sampling tubes as required by the ductwork.
 - d. Provide remote test/indicator stations where indicated. Provide engraved nameplate with HVAC unit designation for each station.
 - e. The detector shall use the photoelectric principal to sense products-of-combustion and report the measured level of such products to the control panel
- 4. Provide addressable modules as required to monitor and control non-addressable devices such as solenoid valves, water flow switches, etc. indicated on the drawings and where required to provide a complete and operational system in accordance with the intent of the drawings and specifications. All shall be monitored separately.
- 5. Sprinkler and Standpipe Valve Supervisory Switches:
 - a. Valve supervisory switches shall be furnished and installed under Div. 21 and wired and connected under this section.
- 6. Conduit and Wire:
 - a. Wiring shall be in accordance with NEC Article 760, as shown on the drawings, and as recommended by the manufacturer of the fire alarm system. All wires shall be color-coded. Exposed wiring in unfinished areas shall be installed in metal conduit. Conduit fill shall not exceed 40 percent of interior cross-sectional area. Number and size of conductors shall be as recommended by the fire alarm system manufacturer. Conduit shall be 1/2" minimum. Type FPL cable shall be permitted where concealed and acceptable to the Authority Having Jurisdiction.
 - b. Wires in junction boxes and cabinets shall be permanently tagged and identified with tags.
 - c. Junction boxes shall have a volume 40 percent greater than required by the NEC. Minimum sized wire shall be considered as 14 AWG for calculation purposes.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General:

- 1. All work shall be in accordance with the National Electrical Code's requirements as amended to date, with the local electric utility company's rules, the Fire Underwriter's requirements, and all local, state and federal laws and regulations.
- 2. In general, all wiring in finished areas shall be concealed in walls or above ceilings. Where wiring cannot be concealed due to existing construction, exposed wiring shall be installed in conduit or surface metal raceway as indicated on the drawings. Exposed wiring shall not be installed in finished areas without prior written authorization from the Engineer.
- 3. Conduits shall be of sizes required by the National Electrical Code. Exposed conduits shall be installed with runs parallel or perpendicular to walls and ceiling, with right-angle turns consisting of bends, fittings, or outlet boxes. No wire shall be installed until work that might cause damage to wires or conduits has been completed. Conduits shall be thoroughly cleaned of water or other foreign matter before wire is installed.
- 4. Where conduits, wireways and other electrical raceways pass through fire partitions, fire walls, or floor, install a fire-stop that provides an effective barrier against the spread of fire, smoke and gases. Fire-stop material shall be packed tight and completely fill clearances between raceways and openings. Floor, exterior wall, and roof seals shall also be made watertight.
- 5. Where raceways puncture roof, coordinate with Division 07.
- 6. Raceway penetrations through roof and exterior walls shall be made with rigid metal conduit, intermediate metal conduit, or EMT with compression fittings.
- 7. All splices shall be mechanically and electrically perfect, using crimp type wire connectors.
- 8. Provide all disconnect switches required by the N.E.C.
- 9. Locate motor starters as shown on drawings.
- 10. Mount disconnect switches and starters at a height of 60" above finished floor unless otherwise noted.
- 11. Provide all necessary hardware for mounting motor starters.
- 12. Revise existing panelboard directories. Furnish new cards as needed. Directories shall be typewritten or printed using a computer.
- 13. Mount the distribution equipment so that maximum height of circuit breakers or operating handle above finished floor shall not exceed 78".
- 14. Circuit numbers indicated on the drawings are the actual numbers assigned to the circuit in the panelboard and shall not be varied without the consent of the Architect/Engineer.
- 15. Provide all necessary hardware for mounting distribution equipment.
- 16. Branch circuit wiring may be nonmetallic-sheathed cable where concealed and allowed by Code, Type NM. NOTE: All romex shall be Properly Supported. (Provide continuous ground wire.)
- 17. Feeder circuit wiring shall be in conduit or EMT.
- 18. All wiring in outside walls shall be in conduit or EMT.
- 19. All wiring in masonry walls shall be in conduit or EMT.
- 20. In general, conductors shall be the same size from the last protective device to the load and shall have an ampacity the same as or greater than the ampacity of the protective device where the wire size is not shown on the drawings. Use the 60°C ampacity rating for wire sizes No. 12 through No. 1. For 120V circuits, home runs longer than 100 feet shall be minimum No. 10 AWG, longer than 200 feet shall be minimum No. 8 AWG.
- B. Fire Alarm System Installation:
 - 1. Installation shall be in accordance with the NEC Article 760, and the Americans with Disabilities Act and as shown on the drawings.
 - 2. Installation shall be as shown on the drawings and on the manufacturer's wiring diagrams, and shall be performed under the supervision of a factory-trained representative.

- 3. All wiring shall be one wire per terminal to insure supervision. Crimp-on connectors shall not be used.
- 4. All wiring shall be color-coded and tagged and shall be checked for continuity, short circuiting, and resistance to ground.
- 5. All fire alarm wiring shall be installed in raceways.
- 6. A factory-trained technician shall be present during testing and final inspection and shall instruct the Owner in system operation.
- 7. Splices and taps: Use numbered terminal strips in junction, pull, and outlet boxes; cabinets; or equipment enclosures where circuit connections are made.
- 8. Mounting Heights:
 - a. Manual Stations: 48" AFF
 - b. Visual Units: 80" above the highest floor level within the space or 6 in (152 mm) below the ceiling, whichever is lower.
- 9. Tests:
 - a. Provide the service of a competent, factory-trained engineer or technician authorized by the manufacturer of the fire alarm equipment to technically supervise and participate during all of the adjustments and tests for the system. Make all adjustments and tests in the presence of the Owner's Representative.
 - b. When the systems have been completed and prior to the final inspection, furnish testing equipment and perform the following tests in the presence of the Owner's Representative.
 - 1) Before energizing the cables and wires, check for correct connections and test for short circuits, ground faults, continuity, and insulation.
 - 2) Test the insulation on all installed cable and wiring by standard methods as recommended by the equipment manufacturer.
 - 3) Open fire alarm detector circuits to see if trouble signal actuates.
 - 4) Check installation, supervision, operation and sensitivity of smoke detectors as recommended by the manufacturer to ascertain that they will avoid false alarm signals and will function as specified.
 - 5) Perform any other tests recommended by the equipment manufacturer.
- 10. Final Inspection: At the final inspection a factory-trained representative of the manufacturer of the existing equipment shall demonstrate that the systems function properly in every respect. The demonstration shall be made in the presence of the Architect/Engineer

C. Grounding:

- 1. The entire electrical system shall be permanently and effectively grounded in accordance with Code requirements.
- 2. Connections to junction boxes, equipment frames, etc., shall be bolted.
- 3. Conduit Systems:
 - a. Ground all metallic conduit systems.
 - b. Conduit systems shall contain a grounding conductor sized per NEC Table 250-122 or as shown on the drawings. Increase conduit size where necessary to accommodate the grounding conductor.
- 4. Feeders and Branch Circuits: Install green grounding conductors with all feeders and branch circuits.

D. Alterations:

- 1. The Contractor shall study all drawings and specifications, visit the site, and acquaint himself with the existing conditions and the requirements of the plans and specifications. No claim will be recognized for extra compensation due to the failure of the Contractor to familiarize himself with the conditions and extent of the proposed work.
- 2. The Contractor shall execute all alterations, additions, removals, relocations or new work, etc., as indicated or required to provide a complete installation in accordance with the intent of the drawing and specifications.
- 3. Reconnect existing circuits to remain. Remove existing equipment to be discontinued.
- 4. Any existing work disturbed or damaged by the alterations or new work shall be repaired or replaced to the Engineer's satisfaction.
- 5. Equipment relocated or removed and reinstalled shall be cleaned and repaired to a first-class condition before reinstallation.
- E. Continuity of Services: Arrange to execute work at such times and in such locations to provide uninterrupted service to the building or any of its sections. If necessary, temporary power shall be installed to provide for this condition. Authorization for interrupting service shall be obtained in writing from the Owner. Any interruption of normal supply shall be performed during an overtime period to be scheduled with the Owner. Cost for overtime work shall be included in the bid.
- F. Identification:
 - 1. Provide tags on each end of all pulled wires giving location of other end.
 - 2. Provide phenolic nameplates for all panelboards, motor starters, disconnect switches (except switches located at motors), and duct smoke detector remote test/alarm-indicating stations.
 - 3. Label each receptacle faceplate using machine-printed thermal adhesive labels to indicate source panel and branch circuit. For receptacles connected to normal power, labels shall be white with black letters. For receptacles connected to circuits from operational standby (OS) panels, labels shall be red with white letters.
- G. Record Drawings: The Contractor shall keep on the job a set of prints showing any changes to the installation. These shall be given to the Engineer at the completion of the work.
- H. Testing and Adjusting:
 - 1. The entire installation shall be free from short-circuits and improper grounds. Tests shall be made in the presence of the Engineer or his representatives.
 - 2. Each individual branch circuit shall be tested at the panel; and in testing for insulation resistance to ground, the equipment shall be connected for proper operation. In no case shall the insulation resistance be less than that required by the National Electrical Code. Failures shall be corrected in a manner satisfactory to the Architect/Engineer.
 - 3. Each system shall be completely tested and shall be adjusted for proper operation as required by the Engineer.
 - 4. Final Inspection: At the final inspection, a factory-trained representative of the manufacturer of the major equipment shall demonstrate that the systems function properly in every respect. The demonstration shall be made in the presence of the Owner's Representative.

END OF SECTION 26 10 00