Hollings Cancer Center
Charleston, South Carolina

4TH Floor Mechanical Room Cooling
IDC Project Number: H51-D193
Delivery Order Project Number: IDC ME43-6 / WO 18-056054

PROJECT MANUAL
Bid Document Submittal
November 6, 2018

RMF Engineering
Reliability. Efficiency. Integrity.
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INVITATION FOR DESIGN-BID-BUILD CONSTRUCTION SERVICES

AGENCY/OWNER: Medical University of South Carolina (MUSC)
PROJECT NAME: MUSC HCC 4th Floor Mechanical Room Cooling
PROJECT NUMBER: H51-D193 / IDC ME43-6
PROJECT LOCATION: Medical University of South Carolina, Charleston, South Carolina

DESCRIPTION OF PROJECT/SERVICES: Provide a fan coil unit within the mechanical room on the 4th floor of Hollings Cancer Center. Scope includes new hydronic piping, ductwork, electrical, automatic temperature controls and other Work indicated in the Contract Documents.

BID/SUBMITTAL DUE DATE: 12/18/2018
CONSTRUCTION COST RANGE: $0 to $100,000
PROJECT DELIVERY METHOD: Design-Bid-Build

BID SECURITY IS REQUIRED IN AN AMOUNT NOT LESS THAN 5% OF THE BASE BID.

BIDDING DOCUMENTS/PLANS MAY BE OBTAINED FROM:
http://academicdepartments.musc.edu/vpfa/eandf/construction_projects/index.html

PLAN DEPOSIT AMOUNT: $0.00
IS DEPOSIT REFUNDABLE Yes ☒ No ☐ N/A ☐

Bidders must obtain Bidding Documents/Plans from the above listed source(s) to be listed as an official plan holder. Bidders that rely on copies obtained from any other source do so at their own risk. All written communications with official plan holders & bidders will be via email or website posting.

All questions & correspondence concerning this Invitation shall be addressed to the A/E.

A/E NAME: RMF Engineering, Inc
A/E CONTACT: Craig Buck, PE, LEED AP
A/E ADDRESS: Street/PO Box: 194 Seven Farms Drive, Suite G
City: Charleston
State: SC
ZIP: 29492-
EMAIL: craig.buck@rmf.com
TELEPHONE: 843-971-9639

AGENCY PROJECT COORDINATOR: Phillip Botero
ADDRESS: Street/PO Box: 97 Jonathan Lucas Street, MSC 190
City: Charleston
State: SC
ZIP: 29425-
EMAIL: botero@musc.edu
TELEPHONE: (843) 792-7502

PRE-BID CONFERENCE: Yes ☒ No ☐
MANDATORY ATTENDANCE: Yes ☒ No ☐
PRE-BID DATE: 12/4/2018
TIME: 1:00 PM
PLACE: 28 Ehrhardt Street Charleston SC 29403

BID DUE DATE: See Above
TIME: 1:00 PM
PLACE: 28 Ehrhardt Street Charleston SC 29403

BID DELIVERY ADDRESSES:
HAND-DELIVERY:
Attn: Phillip Botero
MUSC Engineering & Facilities
28 Ehrhardt Street Charleston SC 29403

MAIL SERVICE:
Attn: Phillip Botero
MUSC Engineering & Facilities
28 Ehrhardt Street Charleston SC 29403

IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? (Agency MUST check one) Yes ☒ No ☐

APPROVED BY: (OSE Project Manager)
DATE: ________________
South Carolina Division of Procurement Services, Office of the State Engineer Version of

*AIA* Document A701™ – 1997

*Instructions to Bidders*

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South Carolina Division of Procurement Services, Office of the State Engineer Version of AIA Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:
(Name and location or address)
HCC 4th Floor Mechanical Room Cooling (H51-D193,IDC ME43-6)
MUSC Hollings Cancer Center, Charleston, SC

THE OWNER:
(Name, legal status and address)
Medical University of South Carolina (MUSC)
97 Jonathon Lucas Street
Charleston, SC 29425

The Owner is a Governmental Body of the State of South Carolina as defined by Title 11, Chapter 35 of the South Carolina Code of Laws, as amended.

THE ARCHITECT:
(Name, legal status and address)
RMF Engineering, Inc.
194 Seven Farms Drive, Suite G
Charleston, SC 29492

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ARTICLE 1  DEFINITIONS

§ 1.1 Bidding Documents, collectively referred to as the Invitation for Bids, include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement, Instructions to Bidders, Supplementary Instructions to Bidders, the Bid Form, the Notice of Intent to Award, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract, and other documents set forth in the Bidding Documents. Any reference in this document to the Agreement between the Owner and Contractor, AIA Document A101™-2007 Standard Form of Agreement Between Owner and Contractor, SCOSE edition. Any reference in this document to the General Conditions of the Contract for Construction, AIA Document A201, or some abbreviated reference thereof, shall mean AIA Document A201™-2007 General Conditions of the Contract for Construction, SCOSE edition.

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

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

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

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

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

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

§ 1.8 A Bidder is a person or entity who submits a Bid.

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

ARTICLE 2  BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by submitting a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents and Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction. Bidders are expected to examine the Bidding Documents and Contract Documents thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements. Failure to do so will be at the Bidder’s risk. Bidder assumes responsibility for any patent ambiguity that Bidder does not bring to the Owner’s attention prior to bid opening.

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

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents and accepts full responsibility for all pre-bid existing conditions that would affect the Bid that could have been ascertained by a site visit. As provided in Regulation 19-445.2042(B), a bidder's failure to attend an advertised pre-bid conference will not excuse its responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State.
§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

§ 2.1.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

§ 2.1.5.1 By submitting a bid, the bidder certifies that:
   .1 The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
      .1 those prices;
      .2 the intention to submit a bid; or
      .3 the methods or factors used to calculate the prices offered.
   .2 The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
   .3 No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

§ 2.1.5.2 Each signature on the bid is considered to be a certification by the signatory that the signatory:
   .1 Is the person in the bidder’s organization responsible for determining the prices being offered in this bid, and that the signatory has not participated and will not participate in any action contrary to Section 2.1.5.1 of this certification; or
   .2 Has been authorized, in writing, to act as agent for the bidder’s principals in certifying that those principals have not participated, and will not participate in any action contrary to Section 2.1.5.1 of this certification [As used in this subdivision, the term "principals" means the person(s) in the bidder’s organization responsible for determining the prices offered in this bid];
   .3 As an authorized agent, does certify that the principals referenced in Section 2.1.5.2.2 of this certification have not participated, and will not participate, in any action contrary to Section 2.1.5.1 of this certification; and
   .4 As an agent, has not personally participated, and will not participate, in any action contrary to Section 2.1.5.1 of this certification.

§ 2.1.5.3 If the bidder deletes or modifies Section 2.1.5.1.2 of this certification, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

§ 2.1.6 DRUG FREE WORKPLACE
By submitting a bid, the Bidder certifies that Bidder will maintain a drug free workplace in accordance with the requirements of Title 44, Chapter 107 of South Carolina Code of Laws, as amended.

§ 2.1.7 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS
§ 2.1.7.1 By submitting a Bid, Bidder certifies, to the best of its knowledge and belief, that:
   .1 Bidder and/or any of its Principals-
      .1 Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
      .2 Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
      .3 Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Section 2.1.7.1.1.2 of this provision.
   .2 Bidder has not, within a three-year period preceding this bid, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

Init.

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"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

§ 2.1.7.2 Bidder shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

§ 2.1.7.3 If Bidder is unable to certify the representations stated in Section 2.1.7.1, Bidder must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Bidder’s responsibility. Failure of the Bidder to furnish additional information as requested by the Procurement Officer may render the Bidder nonresponsible.

§ 2.1.7.4 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Section 2.1.7.1 of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

§ 2.1.7.5 The certification in Section 2.1.7.1 of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

§ 2.1.8 ETHICS CERTIFICATE

By submitting a bid, the bidder certifies that the bidder has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If the contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, the contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

§ 2.1.9 RESTRICTIONS APPLICABLE TO BIDDERS & GIFTS

Violation of these restrictions may result in disqualification of your bid, suspension or debarment, and may constitute a violation of the state Ethics Act.

§ 2.1.9.1 After issuance of the solicitation, bidder agrees not to discuss this procurement activity in any way with the Owner or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed.

§ 2.1.9.2 Unless otherwise approved in writing by the Procurement Officer, bidder agrees not to give anything to the Owner, any affiliated organizations, or the employees, agents or officials of either, prior to award.

§ 2.1.9.3 Bidder acknowledges that the policy of the State is that a governmental body should not accept or solicit a gift, directly or indirectly, from a donor if the governmental body has reason to believe the donor has or is seeking to obtain contractual or other business or financial relationships with the governmental body. Regulation 19-445.2165(C) broadly defines the term donor.
§ 2.1.10 OPEN TRADE REPRESENTATION (JUN 2015)
By submitting an Offer, the Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

ARTICLE 3 BIDDING DOCUMENTS
§ 3.1 COPIES
§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement in the number and for the deposit sum, if any, stated therein. If so provided in the Advertisement, the deposit will be refunded to all plan holders who return the Bidding Documents in good condition within ten (10) days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

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

§ 3.1.3 The Owner has made copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.1.4 All persons obtaining Bidding Documents from the issuing office designated in the Advertisement shall provide that office with Bidder's contact information to include the Bidder's name, telephone number, mailing address, and email address.

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

§ 3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least ten (10) days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by written Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them. As provided in Regulation 19-445.2042(B), nothing stated at the pre-bid conference shall change the Bidding Documents unless a change is made by written Addendum.

§ 3.3 SUBSTITUTIONS
§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. Reference in the Bidding Documents to a designated material, product, thing or service by specific brand or trade name followed by the words "or equal" and "or approved equal" shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.

§ 3.3.2 No request to substitute materials, products, or equipment for materials, products, or equipment described in the Bidding Documents and no request for addition of a manufacturer or supplier to a list of approved manufacturers or suppliers in the Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten (10) days prior to the date for receipt of Bids established in the Invitation for Init.  

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Bids. Any subsequent extension of the date for receipt of Bids by addendum shall not extend the date for receipt of such requests unless the addendum so specifies. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

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

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

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

§ 3.4.3 Addenda will be issued no later than 120 hours prior to the time for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

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

§ 3.4.5 When the date for receipt of Bids is to be postponed and there is insufficient time to issue a written Addendum prior to the original Bid Date, the Owner will notify prospective Bidders by telephone or other appropriate means with immediate follow up with a written Addendum. This Addendum will verify the postponement of the original Bid Date and establish a new Bid Date. The new Bid Date will be no earlier than the fifth (5th) calendar day after the date of issuance of the Addendum postponing the original Bid Date.

§ 3.4.6 If an emergency or unanticipated event interrupts normal government processes so that bids cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.

ARTICLE 4 BIDDING PROCEDURES
§ 4.1 PREPARATION OF BIDS
§ 4.1.1 Bids shall be submitted on the SE-330 Bid Form included with the Bidding Documents.

§ 4.1.2 Any blanks on the bid form to be filled in by the Bidder shall be legibly executed in a non-erasable medium. Bids shall be signed in ink or other indelible media.

§ 4.1.3 Sums shall be expressed in figures.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid. Bidder shall not make stipulations or qualify his bid in any manner not permitted on the bid form. An incomplete Bid or information not requested that is written on or attached to the Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid.

§ 4.1.5 All requested Alternates shall be bid. The failure of the bidder to indicate a price for an Alternate shall render the Bid non-responsive. Indicate the change to the Base Bid by entering the dollar amount and marking, as appropriate, the box for "ADD TO" or "DEDUCT FROM". If no change in the Base Bid is required, enter "ZERO" or "No Change."
For add alternates to the base bid, Subcontractor(s) listed on page BF-2 of the Bid Form to perform Alternate Work shall be used for both Alternates and Base Bid Work if Alternates are accepted.

§ 4.1.6 Pursuant to Title 11, Chapter 35, Section 3020(b)(i) of the South Carolina Code of Laws, as amended, Section 7 of the Bid Form sets forth a list of subcontractor specialities for which Bidder is required to identify only those subcontractors Bidder will use to perform the work of each listed specialty. Bidder must follow the Instructions in the Bid Form for filling out this section of the Bid Form. Failure to properly fill out Section 7 may result in rejection of Bidder’s bid as non-responsive.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent’s authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 If required by the Invitation for Bids, each Bid shall be accompanied by a bid security in an amount of not less than five percent of the Base Bid. The bid security shall be a bid bond or a certified cashier’s check. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

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

1. be issued by a surety company licensed to do business in South Carolina;
2. be issued by a surety company having, at a minimum, a “Best Rating” of “A” as stated in the most current publication of “Best’s Key Rating Guide, Property-Casualty”, which company shows a financial strength rating of at least five (5) times the contract price.
3. be enclosed in the bid envelope at the time of Bid Opening, either in paper copy or as an electronic bid bond authorization number provided on the Bid Form and issued by a firm or organization authorized by the surety to receive, authenticate and issue binding electronic bid bonds on behalf the surety.

§ 4.2.3 By submitting a bid bond via an electronic bid bond authorization number on the Bid Form and signing the Bid Form, the Bidder certifies that an electronic bid bond has been executed by a Surety meeting the standards required by the Bidding Documents and the Bidder and Surety are firmly bound unto the State of South Carolina under the conditions provided in this Section 4.2.

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

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall, unless hand delivered by the Bidder, be addressed to the Owner’s designated purchasing office as shown in the Invitation for Bids. The envelope shall be identified with the Project name, the Bidder’s name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail or special delivery service (UPS, Federal Express, etc.), the envelope should be labeled “BID ENCLOSED” on the face thereof. Bidders hand delivering their Bids shall deliver Bids to the place of the Bid Opening as shown in the Invitation for Bids. Whether or not Bidders attend the Bid Opening, they shall give their Bids to the Owner’s procurement officer or his/her designee as shown in the Invitation for Bids prior to the time of the Bid Opening.

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

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.3.5 The official time for receipt of Bids will be determined by reference to the clock designated by the Owner’s procurement officer or his/her designee. The procurement officer conducting the Bid Opening will determine and announce that the deadline has arrived and no further Bids or bid modifications will be accepted. All Bids and bid modifications in the possession of the procurement officer at the time the announcement is completed will be timely, whether or not the bid envelope has been date/time stamped or otherwise marked by the procurement officer.

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

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be withdrawn in person or by written notice to the party receiving Bids at the place designated for receipt of Bids. Withdrawal by written notice shall be in writing over the signature of the Bidder.

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

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

ARTICLE 5 CONSIDERATION OF BIDS
§ 5.1 OPENING OF BIDS
§ 5.1.1 Bids received on time will be publicly opened and will be read aloud. The Owner will not read aloud Bids that the Owner determines, at the time of opening, to be non-responsive.

§ 5.1.2 At bid opening, the Owner will announce the date and location of the posting of the Notice of Intended Award.

§ 5.1.3 The Owner will send a copy of the final Bid Tabulation to all Bidders within ten (10) working days of the Bid Opening.

§ 5.1.4 If the Owner determines to award the Project, the Owner will, after posting a Notice of Intended Award, send a copy of the Notice to all Bidders.

§ 5.1.5 If only one Bid is received, the Owner will open and consider the Bid.

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

§ 5.2.2 The reasons for which the Owner will reject Bids include, but are not limited to:

.1 Failure by a Bidder to be represented at a Mandatory Pre-Bid Conference or site visit;
.2 Failure to deliver the Bid on time;
.3 Failure to comply with Bid Security requirements, except as expressly allowed by law;
.4 Listing an invalid electronic Bid Bond authorization number on the bid form;
.5 Failure to Bid an Alternate, except as expressly allowed by law;
.6 Failure to list qualified Subcontractors as required by law;
.7 Showing any material modification(s) or exception(s) qualifying the Bid;
.8 Faxing a Bid directly to the Owner or their representative; or
.9 Failure to include a properly executed Power-of-Attorney with the bid bond.

§ 5.2.3 The Owner may reject a Bid as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid
will result in the lowest overall cost to the Owner even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

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

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

ARTICLE 6 POST-BID INFORMATION
§ 6.1 CONTRACTOR’S RESPONSIBILITY
Owner will make a determination of Bidder’s responsibility before awarding a contract. Bidder shall provide all information and documentation requested by the Owner to support the Owner’s evaluation of responsibility. Failure of Bidder to provide requested information is cause for the Owner, at its option, to determine the Bidder to be non-responsible.

§ 6.2 CLARIFICATION
Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with a Bidder after opening for the purpose of clarifying either the Bid or the requirements of the Invitation for Bids. Such communications may be conducted only with Bidders who have submitted a Bid which obviously conforms in all material aspects to the Invitation for Bids and only in accordance with Appendix E (Paragraph A(6)) to the Manual for Planning and Execution of State Permanent Improvement, Part II. Clarification of a Bid must be documented in writing and included with the Bid. Clarifications may not be used to revise a Bid or the Invitation for Bids. [Section 11-35-1520(8); R.19-445.2080].

§ 6.3 SUBMITTALS
§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:
   .1 a designation of the Work to be performed with the Bidder’s own forces;
   .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
   .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND
§ 7.1 BOND REQUIREMENTS
§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder’s usual sources.

§ 7.1.2 The performance and payment bonds shall conform to the requirements of Section 11.4 of the General Conditions of the Contract. If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid.

§ 7.2 TIME OF DELIVERY CONTRACT, CERTIFICATES OF INSURANCE AND FORM OF BONDS
§ 7.2.1 After expiration of the protest period, the Owner will tender a signed Contract for Construction to the Bidder and the Bidder shall return the fully executed Contract for Construction to the Owner within seven (7) days thereafter. The Bidder shall deliver the required bonds and certificate of insurance to the Owner not later than three (3) days following the date of execution of the Contract. Failure to deliver these documents as required shall entitle the Owner to consider the Bidder’s failure as a refusal to enter into a contract in accordance with the terms and conditions of the Bidder’s Bid and to make claim on the Bid Security for re-procurement cost.

§ 7.2.2 The bonds shall be dated on or after the date of the Contract.
§ 7.2.3 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor, SCOSE edition.

ARTICLE 9 MISCELLANEOUS
§ 9.1 NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING IMPORTANT TAX NOTICE - NONRESIDENTS ONLY
§ 9.1.1 Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed $10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

§ 9.1.2 For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: www.sctax.org

§ 9.1.3 This notice is for informational purposes only. This Owner does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (Available through SC Department of Revenue).

§ 9.2 CONTRACTOR LICENSING
Contractors and Subcontractors listed in Section 7 of the Bid Form who are required by the South Carolina Code of Laws to be licensed, must be licensed at the time of bidding.

§ 9.3 SUBMITTING CONFIDENTIAL INFORMATION
§ 9.3.1 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that the Bidder contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(4), or (b) privileged & confidential, as that phrase is used in Section 11-35-410.

§ 9.3.2 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the words "TRADE SECRET" every page, or portion thereof, that the Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

§ 9.3.3 For every document the Bidder submits in response to or with regard to this solicitation or request, the Bidder must separately mark with the word "PROTECTED" every page, or portion thereof, that the Bidder contends is protected by Section 11-35-1810.

§ 9.3.4 All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire bid as confidential, trade secret, or protected! If your bid, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page.

§ 9.3.5 By submitting a response to this solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract

Init.

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(including, but not limited to, documents contained in a response, documents submitted to clarify a response, & documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, & (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

§ 9.3.6 In determining whether to release documents, the State will detrimentally rely on the Bidders’ marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED".

§ 9.3.7 By submitting a response, the Bidder agrees to defend, indemnify & hold harmless the State of South Carolina, its officers & employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the State withholding information that Bidder marked as "confidential" or "trade secret" or "PROTECTED".

§ 9.4 POSTING OF INTENT TO AWARD
The SE-370, Notice of Intent to Award, will be posted at the following location:
Room or Area of Posting: N/A
Building Where Posted: N/A
Address of Building: N/A
WEB site address (if applicable): http://academicdepartments.musc.edu/vpfa/eandf/construction_projects/index.html
Posting date will be announced at bid opening. In addition to posting the notice, the Owner will promptly send all responsive bidders a copy of the notice of intent to award and the final bid tabulation.

§ 9.5 PROTEST OF SOLICITATION OR AWARD
§ 9.5.1 Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of intent to award is posted in accordance with Title 11, Chapter 35, Section 4210 of the South Carolina Code of Laws, as amended. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the State Engineer within the time provided.

§ 9.5.2 Any protest must be addressed to the CPO, Office of State Engineer, and submitted in writing:
   1. by email to protest-osc@mamo.sc.gov,
   2. by facsimile at 803-737-0639, or
   3. by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

By submitting a protest to the foregoing email address, you (and any person acting on your behalf) consent to receive communications regarding your protest (and any related protests) at the e-mail address from which you sent your protest.

§ 9.6 SOLICITATION INFORMATION FROM SOURCES OTHER THAN OFFICIAL SOURCE
South Carolina Business Opportunities (SCBO) is the official state government publication for State of South Carolina solicitations. Any information on State agency solicitations obtained from any other source is unofficial and any reliance placed on such information is at the bidder’s sole risk and is without recourse under the South Carolina Consolidated Procurement Code.

§ 9.7 BUILDER’S RISK INSURANCE
Bidders are directed to Article 11.3 of the South Carolina Modified AIA Document A201, 2007 Edition, which, unless provided otherwise in the bid documents, requires the contractor to provide builder’s risk insurance on the project.

§ 9.8 TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS
§ 9.8.1 Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is limited to a maximum of fifty thousand dollars annually. The
taxpayer is eligible to claim the credit for 10 consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return.

§ 9.8.2 Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888.

§ 9.8.3 The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5610 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

§ 9.9 OTHER SPECIAL CONDITIONS OF THE WORK

None
Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
Medical University of South Carolina (MUSC)
Engineering and Facilities
97 Jonathan Lucas Street, MSC 190
Charleston, SC 29425

BOND AMOUNT: $

PROJECT:
MUSC HCC 4th Floor Mechanical Room Cooling
H51-D193 / IDC ME43-6

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety’s consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor’s bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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User Notes:
Signed and sealed this « » day of « », « »

(Contractor as Principal) (Seal)

(Witness)

(Surety) (Seal)

(Witness)

(TITLE)
BID SUBMITTED BY: ________________________________
(Bidder's Name)

BID SUBMITTED TO: ________________________________
(Owner's Name)

FOR: PROJECT NAME: MUSC HCC 4th Floor Mechanical Room Cooling
PROJECT NUMBER: H51-D193 / IDC ME43-6

OFFER

§ 1. In response to the Invitation for Construction Services and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Owner on the terms included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

§ 2. Pursuant to SC Code § 11-35-3030(1), Bidder has submitted Bid Security as follows in the amount and form required by the Bidding Documents:
- Bid Bond with Power of Attorney
- Electronic Bid Bond
- Cashier's Check
(Bidder check one)

§ 3. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:
(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)
ADDENDA:    □ #1    □ #2    □ #3    □ #4    □ #5

§ 4. Bidder accepts all terms and conditions of the Invitation for Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner.

§ 5. Bidder herewith offers to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

§ 6.1 BASE BID WORK (as indicated in the Bidding Documents and generally described as follows): Provide a fan coil unit within the mechanical room on the 4th floor of Hollings Cancer Center. Scope includes new hydronic piping, ductwork, electrical, automatic temperature controls and other Work indicated in the Contract Documents.

$__________________________________________, which sum is hereafter called the Base Bid.
(Bidder to insert Base Bid Amount on line above)
§ 6.2 BID ALTERNATES as indicated in the Bidding Documents and generally described as follows:

**ALTERNATE # 1 (Brief Description):**

☐ ADD TO or ☐ DEDUCT FROM BASE BID: $ 

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

**ALTERNATE # 2 (Brief Description):**

☐ ADD TO or ☐ DEDUCT FROM BASE BID: $ 

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

**ALTERNATE # 3 (Brief Description):**

☐ ADD TO or ☐ DEDUCT FROM BASE BID: $ 

(Bidder to mark appropriate box to clearly indicate the price adjustment offered for each Alternate)

§ 6.3 UNIT PRICES:

**BIDDER** offers for the Agency's consideration and use, the following UNIT PRICES. The UNIT PRICES offered by BIDDER indicate the amount to be added to or deducted from the CONTRACT SUM for each item-unit combination. UNIT PRICES include all costs to the Agency, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Agency reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with BIDDER.

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<tr>
<th>No.</th>
<th>ITEM</th>
<th>UNIT OF MEASURE</th>
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§ 7. LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED
(See Instructions on the following page BF-2A)

Bidder shall use the below-listed Subcontractors in the performance of the Subcontractor Specialty Classification work listed:

<table>
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<tr>
<th>(A) SUBCONTRACTOR SPECIALITY</th>
<th>(B) CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION</th>
<th>(C) SUBCONTRACTOR'S or PRIME CONTRACTOR'S NAME</th>
<th>(D) SUBCONTRACTOR'S or PRIME CONTRACTOR'S SC LICENSE NUMBER</th>
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<td>(Completed by Owner)</td>
<td>(Required - must be completed by Bidder)</td>
<td>(Requested, but not Required)</td>
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**BASE BID**

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**ALTERNATE #1**

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If a Bid Alternate is accepted, Subcontractors listed for the Bid Alternate shall be used for the work of both the Alternate and the Base Bid work.
INSTRUCTIONS FOR SUBCONTRACTOR LISTING

1. Section 7 of the Bid Form sets forth an Owner-developed list of contractor/subcontractor specialties by contractor license classification or subclassification for which Bidder is required to identify the entity (subcontractor(s) and/or himself) Bidder will use to perform the work of each listed specialty.

   a. Columns A & B: The Owner fills out these columns to identify the contractor/subcontractor specialty and related license abbreviation for which the Bidder must list either a subcontractor or himself as the entity that will perform this work. In Column A, the subcontractor specialty is identified by name and in Column B, the related contractor license abbreviation (per Title 40 of the SC Code of Laws) is listed. Abbreviations of licenses can be found at: [http://www.llr.state.sc.us/POL/Contractors/PDFFiles/CLBClassificationAbbreviations.pdf](http://www.llr.state.sc.us/POL/Contractors/PDFFiles/CLBClassificationAbbreviations.pdf). If the owner has not identified a specialty, the Bidder does not list a subcontractor.

   b. Columns C and D: In these columns, the Bidder identifies the subcontractors it will use for the work of each specialty and license listed by the Owner in columns A & B. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders should make sure that their identification of each subcontractor is clear and unambiguous. A listing that could be any number of different entities may be cause for rejection of the bid as non-responsive. For example, a listing of M&M without additional information may be problematic if there are multiple different licensed contractors in South Carolina whose names start with M&M.

2. Subcontractor Defined: For purposes of subcontractor listing, a subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site pursuant to a contract with the prime contractor. Bidder should not identify sub-subcontractors in the spaces provided on the bid form but only those entities with which Bidder will contract directly. Likewise, do not identify material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the Bidder or proposed subcontractor(s).

3. Subcontractor Qualifications: Bidder must only list subcontractors who possess a South Carolina contractor’s license that includes the license classification and/or subclassification identified by the Owner in columns A & B. The subcontractor license must also be within the appropriate license group for the work of the specialty. If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-responsive.

4. Use of Own forces: If, under the terms of the Bidding Documents and SC Contractor Licensing laws, Bidder is qualified to perform the work of a listed specialty and Bidder does not intend to subcontract such work but to use Bidder’s own employees to perform such work, the Bidder must insert its own name in the space provided for that specialty.

5. Use of Multiple Subcontractors:

   a. If Bidder intends to use multiple subcontractors to perform the work of a single specialty listing, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the name of each by the word “and”. If Bidder intends to use both his own employees to perform a part of the work of a single specialty listing and to use one or more subcontractors to perform the remaining work for that specialty listing, Bidder must insert his own name and the name of each subcontractor, preferably separating the name of each with the word “and”. Bidder must use each entity listed for the work of a single specialty listing in the performance of that work.

   b. Optional Listing Prohibited: Bidder may not list multiple subcontractors for a specialty listing, in a form that provides the Bidder the option, after bid opening or award, to choose one or more but not all the listed subcontractors to perform the work for which they are listed. A listing, which on its face requires subsequent explanation to determine whether it is an optional listing, is non-responsive. If Bidder intends to use multiple entities to perform the work for a single specialty listing, Bidder must clearly set forth on the bid form such intent. Bidder may accomplish this by simply inserting the word “and” between the names of each entity listed for that specialty. Agency will reject as non-responsive a listing that contains the names of multiple subcontractors separated by a blank space, the word “or”, a virgule (that is a /), or any separator that the Agency may reasonably interpret as an optional listing.

6. If Bidder is awarded the contract, Bidder must, except with the approval of the Agency for good cause shown, use the listed entities to perform the work for which they are listed.

7. If Bidder is awarded the contract, Bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in Section 7 of the Bid except for one or more of the reasons allowed by the SC Code of Laws.

8. Bidder’s failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor specialty listed in columns A & B will render the Bid non-responsive.
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LUMP SUM BID FORM

§ 8. LIST OF MANUFACTURERS, MATERIAL SUPPLIERS, AND SUBCONTRACTORS OTHER THAN SUBCONTRACTORS LISTED IN SECTION 7 ABOVE (FOR INFORMATION ONLY):

Pursuant to instructions in the Invitation for Construction Services, if any, Bidder will provide to Owner upon the Owner’s request and within 24 hours of such request, a listing of manufacturers, material suppliers, and subcontractors, other than those listed in Section 7 above, that Bidder intends to use on the project. Bidder acknowledges and agrees that this list is provided for purposes of determining responsibility and not pursuant to the subcontractor listing requirements of SC Code § 11-35-3020(b)(i).

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a) CONTRACT TIME

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within 60 Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the amount of $500 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

a) Bidder agrees that this bid is subject to the requirements of the laws of the State of South Carolina.

b) Bidder agrees that at any time prior to the issuance of the Notice to Proceed for this Project, this Project may be canceled for the convenience of, and without cost to, the State.

c) Bidder agrees that neither the State of South Carolina nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

§ 11. ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the AIA Document A310, Bid Bond, included in the Bidding Documents.

ELECTRONIC BID BOND NUMBER: ________________________________

SIGNATURE AND TITLE: ____________________________________________
SE-330
LUMP SUM BID FORM

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION

SC Contractor's License Number(s): ________________________________

Classification(s) & Limits: ________________________________________

Subclassification(s) & Limits: _____________________________________

By signing this Bid, the person signing reaffirms all representation and certification made by both the person signing and the Bidder, including without limitation, those appearing in Article 2 of the SCOSE Version of the AIA A701, Instructions to Bidders, is expressly incorporated by reference.

BIDDER'S LEGAL NAME: _________________________________________

ADDRESS: ______________________________________________________

_________________________________________________________________

TELEPHONE: ____________________________________________________

EMAIL: __________________________________________________________

SIGNATURE: ______________________________________ DATE: __________

PRINT NAME: ___________________________________________________

TITLE: ___________________________________________________________
AIA DOCUMENT A101-2007 SCOSE

The Form of the Contract shall be the SCOSE Version of the AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, which is incorporated herein by reference.

Samples of these documents may be viewed in Appendix J.2 of the OSE Manual, found at https://procurement.sc.gov/manual.

END OF SECTION
South Carolina Division of Procurement Services, Office of the State Engineer Version of AIA Document A201™ – 2007

General Conditions of the Contract for Construction

This version of AIA Document A201™–2007 is modified by the South Carolina Division of Procurement Services, Office of the State Engineer ("SCOSE"). Publication of this version of AIA Document A201–2007 does not imply the American Institute of Architects’ endorsement of any modification by SCOSE. A comparative version of AIA Document A201–2007 showing additions and deletions by SCOSE is available for review on the SCOSE Web site.


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South Carolina Division of Procurement Services, Office of the State Engineer Version of AIA Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
HCC 4th Floor Mechanical Room Cooling (H51-D193/IDC ME43-6)
MUSC Hollings Cancer Center, Charleston, SC

THE OWNER:
(Name, legal status and address)
Medical University of South Carolina (MUSC)
97 Jonathon Lucas Street
Charleston, SC 29425
The Owner is a Governmental Body of the State of South Carolina as defined by Title 11, Chapter 35 of the South Carolina Code of Laws, as amended.

THE ARCHITECT:
(Name, legal status and address)
RMF Engineering, Inc.
194 Seven Farms Drive, Suite G
Charleston, SC 29492

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7 CHANGES IN THE WORK
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10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

This version of AIA Document A201–2007 is modified by the South Carolina Division of Procurement, Office of the State Engineer. Publication of this version of AIA Document A201 does not imply the American Institute of Architects' endorsement of any modification by South Carolina Division of Procurement, Office of the State Engineer. A comparative version of AIA Document A201–2007 showing additions and deletions by the South Carolina Division of Procurement, Office of the State Engineer is available for review on the State of South Carolina Web site.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
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ARTICLE 1  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 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.

§ 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 NOTICE TO PROCEED
The Notice to Proceed is a document issued by the Owner to the Contractor, with a copy to the Architect, directing the Contractor to begin prosecution of the Work in accordance with the requirements of the Contract Documents. The Notice to Proceed shall fix the date on which the Contract Time will commence.
§ 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 inerent from them as being necessary to produce the indicated results. In the event of patent ambiguities within or between parts of the Contract Documents, the Contractor shall 1) provide the better quality or greater quantity of Work, or 2) comply with the more stringent requirement, either: or both in accordance with the Architect’s interpretation.

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

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

§ 1.3 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 and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project is not to be construed as a violation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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 provided in Section 7.1.2. 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 Representative. [Reference § 8.3 of the Agreement.]

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen (15) days after receipt of a written request, information necessary and relevant for the Contractor to post Notice of Project Commencement pursuant to Title 29, Chapter 5, Section 23 of the South Carolina Code of Laws, as amended.
§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

§ 2.2.3 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. Subject to the Contractor’s obligations, including those in Section 3.2, the Contractor shall be entitled to rely on the accuracy of information furnished by the Owner pursuant to this Section but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 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; however, the Owner does not warrant the accuracy of any such information requested by the Contractor that is not otherwise required of the Owner by the Contract Documents. Neither the Owner nor the Architect shall be required to conduct investigations or to furnish the Contractor with any information concerning subsurface characteristics or other conditions of the area where the Work is to be performed beyond that which is provide in the Contract Documents.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one electronic copy (.pdf format) of the Contract Documents. The Contractor may make reproductions of the Contract Documents pursuant to Section 1.5.2.

§ 2.2.6 The Owner assumes no responsibility for any conclusions or interpretation made by the Contractor based on information made available by the Owner.

§ 2.2.7 The Owner shall obtain, at its own cost, general building and specialty inspection services as required by the Contract Documents. The Contractor shall be responsible for payment of any charges imposed for reinspections.

§ 2.3 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 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.

§ 2.4 OWNER’S RIGHT TO CARRY OUT THE WORK
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect, including but not limited to providing necessary resources, with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.
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 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. The Contractor acknowledges that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Owner.

§ 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 2.2.3, 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 Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided 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 make 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 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 latent errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.
§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES
§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed by the Owner in writing to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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 authorized by the Architect in accordance with Sections 3.12.8 or 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.

§ 3.4.3 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.

§ 3.5 WARRANTY
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 shall be considered defective. Unless caused by the Contractor or a subcontractor at any tier, 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.

§ 3.6 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. The Contractor shall comply with the requirements of Title 12, Chapter 8 of the South Carolina Code of Laws, as amended, regarding withholding tax for nonresidents, employees, contractors and subcontractors.

§ 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 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

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§ 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 21 days after first observance of the conditions. 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect’s determination or recommendation, that party may 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 continue with all other operations that do not affect those remains or features. Adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 7.3.3.

§ 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,

.1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all 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 the difference between actual costs, as documented by invoices, and the allowances under Section 3.8.2.1.

§ 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, acceptable to the Owner, 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 furnish in writing to the Owner the name and qualifications of a proposed superintendent. The Owner may reply within 14 days to the Contractor in

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writing stating whether the Owner has reasonable objection to the proposed superintendent. Failure of the Owner to reply 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 notify the Owner, in writing, of any proposed change in the superintendent, including the reason therefore, prior to making such change. 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 SCHEDULES
§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect’s approval. The Architect’s approval shall not unreasonably be 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, 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 Additional requirements, if any, for the constructions schedule are as follows:
(Check box if applicable to this Contract)

☐ The construction schedule shall be in a detailed precedence-style critical path management (CPM) or primavera-type form as satisfactory to the Owner and the Architect that shall also (1) provide a graphic representation of all activities and events that will occur during performance of the work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as “Milestone Dates”). Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the Agreement as Exhibit “A.” If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. Whenever the approved construction schedule no longer reflects actual conditions and progress of the work or the Contract Time is modified in accordance with the terms of the Contract Documents, the Contractor shall update the accepted construction schedule to reflect such conditions. In the event an any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 3.10.4 The Owner’s review and acceptance of the Contractor’s schedule is not conducted for the purpose of either determining its accuracy and completeness or approving the construction means, methods, techniques, sequences or procedures. The Owner’s approval shall not relieve the Contractor of any obligations. Unless expressly addressed in a Modification, the Owner’s approval of a schedule shall not change the Contract Time.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE
The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be 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 the way by which 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.

§ 3.12.5.1 The fire sprinkler shop drawings shall be prepared by a licensed fire sprinkler contractor and shall accurately reflect actual conditions affecting the required layout of the fire sprinkler system. The fire sprinkler contractor shall certify the accuracy of his shop drawings prior to submitting them for review and approval. The fire sprinkler shop drawings shall be reviewed and approved by the Architect’s engineer of record who, upon approving the sprinkler shop drawings will submit them to the State Fire Marshal for review and approval. A copy of the shop drawings will also be sent to OSE for information. The Architect’s engineer of record will submit a copy of the State Fire Marshal’s approval letter to the Contractor, Architect, and OSE. Unless authorized in writing by OSE, neither the Contractor nor subcontractor at any tier shall submit the fire sprinkler shop drawings directly to the State Fire Marshal for approval.

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

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

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§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. 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 cause such services or certifications to be provided by a properly licensed design professional, who shall comply with reasonable requirements of the Owner regarding qualifications and insurance and 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

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

§ 3.13.2 Protection of construction materials and equipment stored at the Project site from weather, theft, vandalism, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall perform the work in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.3 The Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or 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 Owner shall be entitled to reimbursement from the Contractor.

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§ 3.16 ACCESS TO WORK
The Contractor shall provide the Owner and Architect 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 such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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 or to destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, 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 that person or entity identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 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.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT
§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. Any reference in the Contract Documents to the Architect taking action or rendering a decision with a "reasonable time" is understood to mean no more than fourteen days, unless otherwise specified in the Contract Documents or otherwise agreed to by the parties.

§ 4.2.2 The Architect will visit the site as necessary to fulfill its obligation to the Owner for inspection services, if any, and, at a minimum, to assure conformance with the Architect’s design as shown in the Contract Documents and to observe the progress and quality of the various components of the Contractor’s Work, and to determine 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, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Work completed and correlated with 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 13.5.2 and 13.5.3, whether or not such 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, material and equipment 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, unless otherwise specifically stated by the Architect, 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 authorize 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will, in the first instance, interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. Upon receipt of such request, the Architect will promptly provide the non-requesting party with a copy of the request. The Architect’s response to such requests will be made in writing 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, and will not show partiality to either. Except in the case of interpretations resulting in omissions, defects, or errors in the Instruments of Service or perpetuating omissions, defects, or errors in the Instruments of Service, the Architect will not be liable for results of interpretations or decisions rendered in good faith. If either party disputes the Architects interpretation or decision, that party may proceed as provided in Article 15. The Architect’s interpretations and decisions may be, but need not be, accorded any deference in any review conducted pursuant to law or the Contract Documents.

§ 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 so as to avoid delay to the construction of the Project. The Architect’s response to such requests will be made in writing with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. Any response to a request for information must be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. Unless issued pursuant to a Modification, supplemental Drawings or Specifications will not involve an adjustment to the Contract Sum or Contract Time.

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 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 or the bidding requirements, the Contractor, within fourteen days after posting of the Notice of Intent to Award the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (excluding Listed Subcontractors but including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Contractor in writing stating whether the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Owner shall not direct the Contractor to contract with any specific individual or entity for supplies or services unless such supplies and services are necessary for completion of the Work and the specified individual or entity is the only source of such supply or services.
§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner 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 responsibly in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such substitution. The Contractor’s request for substitution must be made to the Owner in writing accompanied by supporting information.

§ 5.2.5 A Subcontractor identified in the Contractor’s Bid in response to the specialty subcontractor listing requirements of Section 7 of the Bid Form (SE-330) may only be substituted in accordance with and as permitted by the provisions of Title 11, Chapter 35, Section 3021 of the South Carolina Code of Laws, as amended. A proposed substitute for a Listed Subcontractor shall be subject to the Owner’s approval as set forth in Section 5.2.3.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Contractor, by these 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 herein or in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Without limitation on the generality of Section 5.3.1, each Subcontract agreement and each Sub-subcontract agreement shall include, and shall be deemed to include, the following Sections of these General Conditions: 3.2, 3.5, 3.18, 5.3, 5.4, 6.2.2, 7.3.3, 7.5, 7.6, 13.1, 13.12, 14.3, 14.4, and 15.1.6.

§ 5.3.3 Each Subcontract Agreement and each Sub-subcontract agreement shall exclude, and shall be deemed to exclude, Sections 13.2 and 13.6 and all of Article 15, except Section 15.1.6, of these General Conditions. In the place of these excluded sections of the General Conditions, each Subcontract Agreement and each Sub-subcontract may include Sections 13.2.1 and 13.6 and all of Article 15, except Section 15.1.6, of AIA Document A201-2007, Conditions of the Contract, as originally issued by the American Institute of Architects.

§ 5.3.4 The Contractor shall assure the Owner that all agreements between the Contractor and its Subcontractor incorporate the provisions of Subparagraph 5.3.1 as necessary to preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the work to be performed by Subcontractors so that the subcontracting thereof will not prejudice such rights. The Contractor’s assurance shall be in the form of an affidavit or in such other form as the Owner may approve. Upon request, the Contractor shall provide the Owner or Architect with copies of any or all subcontracts or purchase orders.
§ 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 in writing; and

2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 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 such 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.

§ 5.4.4 Each subcontract shall specifically provide that the Owner shall only be responsible to the subcontractor for those obligations of the Contractor that accrue subsequent to the Owner’s exercise of any rights under this conditional assignment.

§ 5.4.5 Each subcontract shall specifically provide that the Subcontractor agrees to perform portions of the Work assigned to the Owner in accordance with the Contract Documents.

§ 5.4.6 Nothing in this Section 5.4 shall act to reduce or discharge the Contractor’s payment bond surety’s obligations to claimants for claims arising prior to the Owner’s exercise of any rights under this conditional assignment.

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 Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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.

§ 6.1.4 Reserved.

§ 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable.
for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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
§ 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. If the amount of a Modification exceeds the limits of the Owner’s Construction Change Order Certification (reference Section 9.1.7.2 of the Agreement), then the Owner’s agreement is not effective, and Work may not proceed, until approved in writing by the Office of State Engineer.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS
§ 7.2.1 A Change Order is a written instrument prepared by the Architect (using Form SE-380 “Construction Change Order”) 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.

§ 7.2.2 If a Change Order provides for an adjustment to the Contract Sum, the adjustment must be calculated in accordance with Section 7.3.3.

§ 7.2.3 At the Owner’s request, the Contractor shall prepare a proposal to perform the work of a proposed Change Order setting forth the amount of the proposed adjustment, if any, in the Contract Sum; and the extent of the proposed adjustment, if any, in the Contract Time. Any proposed adjustment in the Contract sum shall be prepared in accordance with Section 7.2.2. The Owner’s request shall include any revisions to the Drawings or Specifications necessary to define any changes in the Work. Within fifteen days of receiving the request, the Contractor shall submit the proposal to the Owner and Architect along with all documentation required by Section 7.6.

§ 7.2.4 If the Contractor requests a Change Order, the request shall set forth the proposed change in the Work and shall be prepared in accordance with Section 7.2.3. If the Contractor requests a change to the Work that involves a revision to either the Drawings or Specifications, the Contractor shall reimburse the Owner for any expenditure associated with the Architect’s review of the proposed revisions, except to the extent the revisions are accepted by

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execution of a Change Order.

§ 7.2.5 Agreement: on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, any adjustments to the Contract Sum or 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 PRICE ADJUSTMENTS
§ 7.3.3.1 If any Modification, including a Construction Change Directive, provides for an adjustment to the Contract Sum, the adjustment shall be based on whichever of the following methods is the most valid approximation of the actual cost to the contractor, with overhead and profit as allowed by Section 7.5:
   1 Mutual acceptance of a lump sum;
   2 Unit prices stated in the Contract Documents, except as provided in Section 7.3.4, or subsequently agreed upon;
   3 Cost attributable to the events or situations under applicable clauses with adjustment of profits or fee, all as specified in the contract, or subsequently agreed upon by the parties, or by some other method as the parties may agree; or
   4 As provided in Section 7.3.7.

§ 7.3.3.2 Consistent with Section 7.6, costs must be properly itemized and supported by substantiating data sufficient to permit evaluation before commencement of the pertinent performance or as soon after that as practicable. All costs incurred by the Contractor must be justifiably compared with prevailing industry standards. Except as provided in Section 7.5, all adjustments to the Contract Price shall be limited to job specific costs and shall not include indirect costs, overhead, home office overhead, or profit.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall make an initial determination, consistent with Section 7.3.3, of the method and 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 Section 7.5. In such case, and also under Section 7.3.3.1.3, 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 7.3.7 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;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

§ 7.3.8 Using the percentages stated in Section 7.5, any adjustment to the Contract Sum for deleted work shall include any overhead and profit attributable to the cost for the deleted Work.

§ 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

§ 7.5 AGREED OVERHEAD AND PROFIT RATES
§ 7.5.1 For any adjustment to the Contract Sum for which overhead and profit may be recovered, other than those made pursuant to Unit Prices stated in the Contract Documents, the Contractor agrees to charge and accept, as full payment for overhead and profit, the following percentages of costs attributable to the change in the Work. The percentages cited below shall be considered to include all indirect costs including, but not limited to: field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. The allowable percentages for overhead and profit are as follows:

.1 To the Contractor for work performed by the Contractor's own forces, 17% of the Contractor's actual costs.
.2 To each Subcontractor for work performed by the Subcontractor's own forces, 17% of the subcontractor's actual costs.
.3 To the Contractor for work performed by a subcontractor, 10% of the subcontractor's actual costs (not including the subcontractor's overhead and profit).

§ 7.6 PRICING DATA AND AUDIT
§ 7.6.1 Cost or Pricing Data
Upon request of the Owner or Architect, Contractor shall submit cost or pricing data prior to execution of a Modification which exceeds $500,000. Contractor shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of a mutually determined specified date prior to the date of pricing the Modification. Contractor's price, including profit, shall be adjusted to exclude any significant sums by which such price was increased because Contractor furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date specified by the parties. Notwithstanding Subparagraph 9.10.4, such adjustments may be made after final payment to the Contractor.

§ 7.6.2 Cost or pricing data means all facts that, as of the date specified by the parties, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental; and are verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or pricing data are
more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

§ 7.6.3 Records Retention
As used in Section 7.6, the term "records" means any books or records that relate to cost or pricing data that Contractor is required to submit pursuant to Section 7.6.1. Contractor shall maintain records for three years from the date of final payment, or longer if requested by the chief procurement officer. The Owner may audit Contractor’s records at reasonable times and places.

ARTICLE 8 TIME
§ 8.1 DEFINITIONS
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial 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.

§ 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 commence operations on the site or elsewhere prior to the effective date of surety bonds and insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such surety bonds or insurance.

§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of the Contractor and any subcontractor at any tier; or by delay authorized by the Owner pending dispute resolution; or by other causes that the Architect determines may justify delay, then to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and provided the delay (1) is not caused by the fault or negligence of the Contractor or a subcontractor at any tier and (2) is not due to unusual delay in the delivery of supplies, machinery, equipment, or services when such supplies, machinery, equipment, or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery, the Contract Time shall be extended by Change Order 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
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. All changes to the Contract Sum shall be adjusted in accordance with Section 7.3.3.
§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 The Contractor shall submit to the Architect, within ten days of full execution of the Agreement, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. As requested by the Architect, the Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized format approved by the Architect and Owner. The breakdown shall be divided in detail, using convenient units, sufficient to accurately determine the value of completed Work during the course of the Project. The Contractor shall update the schedule of values as required by either the Architect or Owner as necessary to reflect:

1. the description of Work (listing labor and material separately);
2. the total value;
3. the percent and value of the Work completed to date;
4. the percent and value of previous amounts billed; and
5. the current percent completed and amount billed.

§ 9.2.2 Any schedule of values or trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits "front-loading" of the value of the Work shall be rejected. If a schedule of values or trade breakdown is used as the basis for payment and later determined to be inaccurate, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 Monthly, 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor’s right to payment as the Owner or Architect may require (such as copies of requisitions from Subcontractors and material suppliers) and shall reflect retainage and any other adjustments provided in Section 5 of the Agreement. If required by the Owner or Architect, the Application for Payment shall be accompanied by a current construction schedule.

§ 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.

§ 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 material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 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 provided such materials or equipment will be subsequently incorporated in the Work. 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. The Contractor shall 1) protect such materials from diversion, vandalism, theft, destruction, and damage, 2) mark such materials specifically for use on the Project, and 3) segregate such materials from other materials at the storage facility. The Architect and the Owner shall have the right to make inspections of the storage areas at any time.

§ 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

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§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect’s reasons for withholding certification in whole or in part 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 comprising the Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated in both the Application for Payment and, if required to be submitted by the Contractor, the accompanying construction schedule and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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, or (3) 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 shall 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. The Architect shall withhold a Certificate of Payment if the Application for Payment is not accompanied by the current construction schedule required by Section 3.10.1. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of substantially discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect’s opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or 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 the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate 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 Pursuant to Chapter 6 of Title 29 of the South Carolina Code of Laws, as amended, 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 material and equipment 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 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, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT
If the Architect does not issue a Certificate for Payment to the Owner, 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 time established in the Contract Documents the amount certified by the Architect or awarded by final dispute resolution order, then the Contractor may, upon seven additional days’ written 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, in accordance with the provisions of Section 7.3.3, by the amount of the Contractor’s reasonable costs of shut-down, 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 and when all required occupancy permits, if any, have been issued and copies have been delivered to the Owner.

§ 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 written 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, with the Owner and any other person the Architect or the Owner choose, will make an inspection on a date and at a time mutually agreeable to the Architect, Owner, and Contractor, to determine whether the Work or designated portion thereof is substantially complete. The Contractor shall furnish access for the inspection and testing as provided in this Contract. The inspection shall include a demonstration by the Contractor that all equipment, systems and operable components of the Work function properly and in accordance with the Contract Documents. 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. If more than one Substantial Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner’s option, the costs may be deducted from payments due to the Contractor.

§ 9.8.3.1 If the Architect and Owner concur in the Contractor’s assessment that the Work or a portion of the Work is safe to occupy, the Owner and Contractor may arrange for a Certificate of Occupancy Inspection by OSE. The Owner, Architect, and Contractor shall be present at OSE’s inspection. Upon verifying that the Work or a portion of the Work is substantially complete and safe to occupy, OSE will issue, as appropriate, a Full or Partial Certificate of Occupancy.

§ 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 such Certificate. Upon such acceptance, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE
§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, 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 Unless the parties agree otherwise in the Certificate of Substantial Completion, the Contractor shall achieve Final Completion no later than thirty days after Substantial Completion. Upon receipt of the Contractor’s written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect, with the Owner and any other person the Architect or the Owner choose, will make an inspection or a date and at a time mutually agreeable to the Architect, Owner, and Contractor, and, 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 terms and conditions of 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. If more than one Final Completion inspection is required, the Contractor shall reimburse the Owner for all costs of re-inspections or, at the Owner’s option, the costs may be deducted from payments due to the Contractor. If the Contractor does not achieve final completion within thirty days after Substantial Completion or the timeframe agreed to by the parties in the Certificate of Substantial Completion, whichever is greater, the Contractor shall be responsible for any additional Architectural fees resulting from the delay.

§ 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 and will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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, (6) required Training Manuals, (7) equipment Operations and Maintenance Manuals, (8) any certificates of testing, inspection or approval required by the Contract Documents and not previously provided (9) all warranties and guarantees required under or pursuant to the Contract Documents, and (10) one copy of the Documents required by Section 3.11.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is delayed 60 days 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 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 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;
   .2 failure of the Work to comply with the requirements of the Contract Documents; or
   .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a
waiver of claims by the payee except those specific claims in stated amounts that have been previously made in
writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 If OSE has not previously issued a Certificate of Occupancy for the entire Project, the Parties shall arrange
for a representative of OSE to participate in the Final Completion Inspection. Representatives of the State Fire
Marshal’s Office and other authorities having jurisdiction may be present at the Final Completion Inspection or
otherwise inspect the completed Work and advise the Owner whether the Work meets their respective requirements
for the Project.

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 or the Contractor's Subcontractors or Sub-subcontractors; 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.

§ 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 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 owners and users of adjacent sites and utilities.

§ 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, except damage or loss 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.

§ 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, written notice of such 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
§ 10.3.1 If the Contractor encounters a hazardous material or substance which was not discoverable as provided in Section 3.2.1 and not required by the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons or serious loss to real or personal property resulting from such material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. Hazardous materials or substances are those hazardous, toxic, or radioactive materials or substances subject to regulations by applicable governmental authorities having jurisdiction, such as, but not limited to, the S.C. Department of Health and Environmental Control, the U.S. Environmental Protection Agency, and the U.S. Nuclear Regulatory Commission.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or...
who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor’s reasonable additional costs of shut-down, delay and start-up. In the absence of agreement, the Architect will make an interim determination regarding any delay or impact on the Contractor’s additional costs. 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. Any adjustment in the Contract Sum shall be determined in accordance with Section 7.3.3.

§ 10.3.3 The Work in the affected area shall be resumed immediately following the occurrence of any one of the following events: (a) the Owner causes remedial work to be performed that results in the absence of hazardous materials or substances; (b) the Owner and the Contractor, by written agreement, decide to resume performance of the Work; or (c) the Work may safely and lawfully proceed, as determined by an appropriate governmental authority or as evidenced by a written report to both the Owner and the Contractor, which is prepared by an environmental engineer reasonably satisfactory to both the Owner and the Contractor.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for 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 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 In addition to its obligations under Section 3.18, the Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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.

§ 10.3.6 Reserved.

§ 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. The Contractor shall immediately give the Architect notice of the emergency. This initial notice may be oral followed within five days by a written notice setting forth the nature and scope of the emergency. Within fourteen days of the start of the emergency, the Contractor shall give the Architect a written estimate of the cost and probable effect of delay on the progress of the Work.

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 CONTRACTOR’S LIABILITY INSURANCE
§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
4. Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor’s obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages, shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor’s completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

.1 COMMERCIAL GENERAL LIABILITY:
(a) General Aggregate (per project) ........................................ $1,000,000
(b) Products/Completed Operations ........................................ $1,000,000
(c) Personal and Advertising Injury ........................................ $1,000,000
(d) Each Occurrence ......................................................... $1,000,000
(e) Damage to Rented Premises (ea occurrence) ...................... $50,000
(f) Medical Expense (Any one person) ................................... $5,000

.2 BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):
(a) Combined Single Limit .................................................. $1,000,000

.3 WORKER’S COMPENSATION:
(a) State Statutory ............................................................
(b) Employers Liability ...................................................... $100,000 per Acc.
.................................................................................. $500,000 Disease, Policy Limit
.................................................................................. $100,000 Disease, Each Employee

In lieu of separate insurance policies for Commercial General Liability, Business Auto Liability, and Employers Liability, the Contractor may provide an umbrella policy meeting or exceeding all coverage requirements set forth in this Section 11.1.2. The umbrella policy limits shall not be less than $3,000,000.

§ 11.1.3 Prior to commencement of the Work, and thereafter upon replacement of each required policy of insurance, the Contractor shall provide to the Owner a written endorsement to the Contractor’s general liability insurance policy that:
.1 names the Owner as an additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations;
.2 provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless all additional insureds have been given at least ten (10) days prior written notice of cancellation for non-payment of premiums and thirty (30) days prior written notice of cancellation for any other reason; and
.3 provides that the Contractor’s liability insurance policy shall be primary, with any liability insurance of the Owner as secondary and noncontributory.

Prior to commencement of the Work, and thereafter upon renewal or replacement of each required policy of insurance, the Contractor shall provide to the Owner a signed, original certificate of liability insurance (ACORD 25). Consistent with this Section 11.1, the certificate shall identify the types of insurance, state the limits of liability for each type of coverage, name the Owner as a Consultant as Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. Both the certificates and the endorsements must be received directly from either the Contractor’s insurance agent or the insurance company. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, naming the Owner as an additional insured for claims made under the Contractor’s completed operations, and otherwise meeting the above requirements, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required.
by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 A failure by the Owner to either (i) demand a certificate of insurance or written endorsement required by Section 11.1, or (ii) reject a certificate or endorsement on the grounds that it fails to comply with Section 11.1, shall not be considered a waiver of Contractor’s obligations to obtain the required insurance.

§ 11.2 OWNER’S LIABILITY INSURANCE
The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance.

§ 11.3 PROPERTY INSURANCE
§ 11.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.

§ 11.3.1.2 Reserved.

§ 11.3.1.3 Reserved.

§ 11.3.1.4 Reserved.

§ 11.3.1.5 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE
The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused. To the extent any losses are covered and paid for by such insurance, the Owner waives all rights of action against the Contractor for loss of use of the Owner’s property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by appropriate Change Order.
§ 11.3.5 Reserved.

§ 11.3.6 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner.

§ 11.3.7 WAIVERS OF SUBROGATION
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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 the property insurance provided by the Contractor pursuant to this Section 11.3 covers and pays for the damage, except such rights as they have to proceed of such insurance held by the Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect’s consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Contractor's property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor.

§ 11.3.10 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner provided in the contract between the parties in dispute as the method of binding dispute resolution. The Contractor as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with a final order or determination issued by the appropriate authority having jurisdiction over the dispute.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
§ 11.4.1 Before commencing any services hereunder, the Contractor shall provide the Owner with Performance and Payment Bonds, each in an amount not less than the Contract Price set forth in Article 4 of the Agreement. The Surety shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category" of "Class V", and in no case less than five (5) times the contract amount. The Performance Bond shall be written on Form SE-355, "Performance Bond" and the Payment Bond shall written on Form SE-357, "Labor and Material Payment Bond", and both shall be made payable to the Owner.

§ 11.4.2 The Performance and Labor and Material Payment Bonds shall:

.1 be issued by a surety company licensed to do business in South Carolina;

.2 be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and
remain in effect for a period not less than one (1) year following the date of Substantial Completion or
the time required to resolve any items of incomplete Work and the payment of any disputed amounts,
whichever time period is longer.

§ 11.4.3 Any bonds required by this Contract shall meet the requirements of the South Carolina Code of Laws and
Regulations, as amended.

§ 11.4.4 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.

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 requirements specifically expressed in the Contract
Documents, including inspections of work-in-progress required by all authorities having jurisdiction over the
Project, it must, upon demand of the Architect or authority having jurisdiction, be uncovered for observation 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, costs of uncovering and replacement shall, by appropriate
Change Order, be at the Owner’s expense. If such Work is not in accordance with the Contract Documents, such
costs and the cost of correction shall be at the Contractor’s expense unless the condition was caused by the Owner or
a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK
§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION
The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of
the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated,
installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost
of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary
thereby, shall be at the Contractor’s expense.

§ 12.2.2 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 an 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 written notice from the Owner to do so unless the Owner has previously
given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after
discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the
Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require
correction by the Contractor. 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
2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first
performed after Substantial Completion by the period of time between Substantial Completion and the actual
completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the
Contractor pursuant to this Section 12.2 unless otherwise provided in the Contract Documents.

§ 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, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor’s correction or removal of Work that is not in accordance with the requirements of the Contract Documents. If, prior to the date of Substantial Completion, the Contractor, a Subcontractor, or anyone for whom either is responsible, uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations other than specifically to correct the Work.

§ 12.3 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, any dispute, claim, or controversy relating to the Contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

§ 13.2 SUCCESSORS AND ASSIGNS
The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole, or in part, without written consent of the other and then only in accordance with and as permitted by Regulation 19-445.2180 of the South Carolina Code of Regulations, as amended. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.3 WRITTEN NOTICE
Unless otherwise permitted herein, all notices contemplated by the Contract Documents shall be in writing and shall be deemed given:

.1 upon actual delivery, if delivery is by hand;
.2 upon receipt by the transmitting party of confirmation or reply, if delivery is by electronic mail, facsimile, telex or telegram;
.3 upon receipt, if delivery is by the United States mail.

Notice to Contractor shall be to the address provided in Section 8.4.2 of the Agreement. Notice to Owner shall be to the address provided in Section 8.3.2 of the Agreement. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

§ 13.4 RIGHTS AND REMEDIES
§ 13.4.1 Unless expressly provided otherwise, 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

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§ 13.4.3 Notwithstanding Section 9.10.4, the rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses:

1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service;
3.5 Warranty
3.17 Royalties, Patents and Copyrights
3.18 Indemnification
7.6 Cost or Pricing Data
11.1 Contractor’s Liability Insurance
11.4 Performance and Payment Bond
15.1.6 Claims for Listed Damages
15.1.7 Waiver of Claims Against the Architect
15.6 Dispute Resolution
15.6.5 Service of Process

§ 13.5 TESTS AND INSPECTIONS
§ 13.5.1 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner’s expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.

§ 13.5.4 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.

§ 13.5.5 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.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST
Payments due to the Contractor and unpaid under the Contract Documents shall bear interest only if and to the extent allowed by Title 29, Chapter 6, Article 1 of the South Carolina Code of Laws. Amounts due to the Owner shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.

§ 13.7 Reserved
§ 13.8 PROCUREMENT OF MATERIALS BY OWNER
The Contractor accepts assignment of all purchase orders and other agreements for procurement of materials and equipment by the Owner that are identified as part of the Contract Documents. The Contractor shall, upon delivery, be responsible for the storage, protection, proper installation, and preservation of such Owner purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. Unless the Contract Documents specifically provide otherwise, all Contractor warranty of workmanship and correction of the Work obligations under the Contract Documents shall apply to the Contractor's installation of and modifications to any Owner purchased items.

§ 13.9 INTERPRETATION OF BUILDING CODES
As required by Title 10, Chapter 1, Section 180 of the South Carolina Code of Laws, as amended, OSE shall determine the enforcement and interpretation of all building codes and referenced standards on state buildings. The Contractor shall refer any questions, comments, or directives from local officials to the Owner and OSE for resolution.

§ 13.10 MINORITY BUSINESS ENTERPRISES
Contractor shall notify Owner of each Minority Business Enterprise (MBE) providing labor, materials, equipment, or supplies to the Project under a contract with the Contractor. Contractor's notification shall be via the first monthly status report submitted to the Owner after execution of the contract with the MBE. For each such MBE, the Contractor shall provide the MBE’s name, address, and telephone number, the nature of the work to be performed or materials or equipment to be supplied by the MBE, whether the MBE is certified by the South Carolina Office of Small and Minority Business Assistance, and the value of the contract.

§ 13.11 SEVERABILITY
If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

§ 13.12 ILLEGAL IMMIGRATION
Contractor certifies and agrees that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at www.procurement.sc.gov)

§ 13.13 SETOFF
The Owner shall have all of its common law, equitable, and statutory rights of set-off.

§ 13.14 DRUG-FREE WORKPLACE
The Contractor certifies to the Owner that Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 1C7 of the South Carolina Code of Laws, as amended.

§ 13.15 FALSE CLAIMS
According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.
§ 13.16 NON-INDEMNIFICATION
Any term or condition is void to the extent it requires the State to indemnify anyone. It is unlawful for a person charged with disbursements of state funds appropriated by the General Assembly to exceed the amounts and purposes stated in the appropriations. (§ 11-9-20) It is unlawful for an authorized public officer to enter into a contract for a purpose in which the sum is in excess of the amount appropriated for that purpose. It is unlawful for an authorized public officer to divert or appropriate the funds arising from any tax levied and collected for any one fiscal year to the payment of an indebtedness contracted or incurred for a previous year. (§ 11-1-40)

§ 13.17 OPEN TRADE (JUN 2015)
During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 TERMINATION BY THE CONTRACTOR
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 45 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
   .1 Issuance of an order of a court or other public authority having jurisdiction that requires substantially all Work to be stopped; or
   .2 An act of government, such as a declaration of national emergency that requires substantially 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 and the Contractor has stopped work in accordance with Section 9.7

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages. Any adjustment to the Contract Sum pursuant to this Section shall be made in accordance with the requirements of Article 7.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently 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’ written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE
§ 14.2.1 The Owner may terminate the Contract if the Contractor
   .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials, or otherwise fails to prosecute the Work, or any separable part of the Work, with the diligence, resources and skill that will ensure its completion within the time specified in the Contract Documents, including any authorized adjustments;
   .2 fails to make payment to Subcontractors for materials or labor in accordance with the Contract Documents and the respective agreements between the Contractor and the Subcontractors;
   .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 above reasons exist, 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’ written notice, terminate
employment of the Contractor and may, subject to any prior rights of the surety:
.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and
construction equipment and machinery thereon owned by the Contractor;
.2 Accept assignation 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
deductively 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 Architect, upon application, and this obligation for payment shall survive
termination of the Contract.

§ 14.2.5 If, after termination for cause, it is determined that the Owner lacked justification to terminate under Section
14.2.1, or that the Contractor’s default was excusable, the rights and obligations of the parties shall be the same as if
the termination had been issued for the convenience of the Owner under Section 14.4.

§ 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 as described in Section 14.3.1. Any adjustment to the Contract Sum made pursuant
to this section shall be made in accordance with the requirements of Article 7.3.3. 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 in whole or in part for the Owner’s convenience and
without cause. The Owner shall give written notice of the termination to the Contractor specifying the part of the
Contract terminated and when termination becomes effective.

§ 14.4.2 Upon receipt of written 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;
.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; and
.4 complete the performance of the Work not terminated, if any.

§ 14.4.3 In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment
for Work executed, and costs incurred by reason of such termination, and any other adjustments otherwise allowed
by the Contract. Any adjustment to the Contract Sum made pursuant to this Section 14.4 shall be made in
accordance with the requirements of Article 7.3.3.
§ 14.4.4 Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the Owner's right to require the termination of a subcontract, or (ii) increase the obligation of the Owner beyond what it would have been if the subcontract had contained an appropriate clause.

§ 14.4.5 Upon written consent of the Contractor, the Owner may reinstate the terminated portion of this Contract in whole or in part by amending the notice of termination if it has been determined that:

.1 the termination was due to withdrawal of funding by the General Assembly, Governor, or State Fiscal Accountability Authority or the need to divert project funds to respond to an emergency as defined by Regulation 19-445.2110(B) of the South Carolina Code of Regulations, as amended;

.2 funding for the reinstated portion of the work has been restored;

.3 circumstances clearly indicate a requirement for the terminated work; and

.4 reinstatement of the terminated work is advantageous to the Owner.

§ 14.5 CANCELLATION AFTER AWARD BUT PRIOR TO PERFORMANCE
Pursuant to Title 11, Chapter 35 and Regulation 19-445.2085 of the South Carolina Code of Laws and Regulations, as amended, this contract may be canceled after award but prior to performance.

ARTICLE 15 CLAIMS AND DISPUTES
§ 15.1 CLAIMS
§ 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, 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. A voucher, invoice, payment application or other routine request for payment that is not in dispute when submitted is not a Claim under this definition. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS
Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Architect. Such notice shall include sufficient information to advise the Architect and other party of the circumstances giving rise to the claim, the specific contractual adjustment or relief requested and the basis of such request. Claims by either party arising prior to the date final payment is due must 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 except as stated for adverse weather days in Section 15.1.5.2. By failing to give written notice of a Claim within the time required by this Section, a party expressly waives its claim.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE
Pending final resolution of a Claim, including any administrative review allowed under Section 15.6, 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. The Architect will issue Certificates for Payment in accordance with the initial decisions and determinations of the Architect.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST
If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME
§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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. Claims for an increase in the Contract Time shall be based on one additional calendar day for each full calendar day that the Contractor is prevented from working.
§ 15.1.5.2 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.
.1 Claims for adverse weather shall be based on actual weather conditions at the job site or other place
of performance of the Work, as documented in the Contractor's job site log.
.2 For the purpose of this Contract, a total of five (5) days per calendar month (non-cumulative) shall be
anticipated as "adverse weather" at the job site, and such time will not be considered justification for
an extension of time. If, in any month, adverse weather develops beyond the five (5) days, the
Contractor shall be allowed to claim additional days to compensate for the excess weather delays only
to the extent of the impact on the approved construction schedule and days the contractor was already
scheduled to work. The remedy for this condition is for an extension of time only and is exclusive of
all other rights and remedies available under the Contract Documents or imposed or available by law.
.3 The Contractor shall submit monthly with their pay application all claims for adverse weather
conditions that occurred during the previous month. The Architect shall review each monthly
submittal in accordance with Section 15.5 and inform the Contractor and the Owner promptly of its
evaluation. Approved days shall be included in the next Change Order issued by the Architect.
Adverse weather conditions not claimed within the time limits of this Subparagraph shall be
considered to be waived by the Contractor. Claims will not be allowed for adverse weather days that
occur after the scheduled (original or adjusted) date of Substantial Completion.

§ 15.1.6 CLAIMS FOR LISTED DAMAGES
Notwithstanding any other provision of the Contract Documents, including Section 1.2.1, but subject to a duty of
good faith and fair dealing, the Contractor and Owner waive Claims against each other for listed damages arising out
of or relating to this Contract.

§ 15.1.6.1 For the Owner, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or
reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v)
costs suffered by a third party unable to commence work, (vi) attorney's fees, (vii) any interest, except to the extent
allowed by Section 13.6 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from
lost productivity or efficiency.

§ 15.1.6.2 For the Contractor, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or
reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v)
attorney's fees, (vi) any interest, except to the extent allowed by Section 13.6 (Interest); (vii) unamortized
equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor has waive as
against the Owner. Without limitation, this mutual waiver is applicable to all damages due to either party's
termination in accordance with Article 14.

§ 15.1.6.3 Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when
applicable, in accordance with the requirements of the Contract Documents. This mutual waiver is not applicable to
amounts due or obligations under Section 3.18 (Indemnification).

§ 15.1.7 WAIVER OF CLAIMS AGAINST THE ARCHITECT
Notwithstanding any other provision of the Contract Documents, including Section 1.2.1, but subject to a duty of
good faith and fair dealing, the Contractor waives all claims against the Architect and any other design professionals
who provide design and/or project management services to the Owner, either directly or as independent contractors
or subcontractors to the Architect, for listed damages arising out of or relating to this Contract. The listed damages are
(i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated
overhead and administration expenses, (iv) additional financing costs, (v) attorney's fees, (vi) any interest; (vii)
umamortized equipment costs; and, (viii) losses incurred by subcontractors for the types of damages the Contractor
has waive as against the Owner. This mutual waiver is not applicable to amounts due or obligations under Section
3.18 (Indemnification).

§ 15.2 Reserved.

§ 15.3 Reserved.
§ 15.4 Reserved.

§ 15.5 CLAIM AND DISPUTES - DUTY OF COOPERATION, NOTICE, AND ARCHITECTS INITIAL DECISION
§ 15.5.1 Contractor and Owner are fully committed to working with each other throughout the Project to avoid or minimize claims. To further this goal, Contractor and Owner agree to communicate regularly with each other and the Architect at all times notifying one another as soon as reasonably possible of any issue that if not addressed may cause loss, delay, and/or disruption of the Work. If claims do arise, Contractor and Owner each commit to resolving such claims in an amicable, professional, and expeditious manner to avoid unnecessary losses, delays, and disruptions to the Work.

§ 15.5.2 Claims shall first be referred to the Architect for initial decision. An initial decision shall be required as a condition precedent to resolution pursuant to Section 15.6 of any Claim arising prior to the date of final payment, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered, or after all the Architect’s requests for additional supporting data have been answered, whichever is later. The Architect will not address claims between the Contractor and persons or entities other than the Owner.

§ 15.5.3 The Architect will review Claims and within ten days of the receipt of a Claim (1) request additional supporting data from the claimant or a response with supporting data from the other party or (2) render an initial decision in accordance with Section 15.5.5.

§ 15.5.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished or (3) advise the Architect that all supporting data has already been provided. Upon receipt of the response or supporting data, the Architect will render an initial decision in accordance with Section 15.5.5.

§ 15.5.5 The Architect will render an initial decision in writing: (1) stating the reasons therefor; and (2) notifying the parties of any change in the Contract Sum or Contract Time or both. The Architect will deliver the initial decision to the parties within two weeks of receipt of any response or supporting data requested pursuant to Section 16.4 or within such longer period as may be mutually agreeable to the parties. If the parties accept the initial decision, the Architect shall prepare a Change Order with appropriate supporting documentation for the review and approval of the parties and the Office of State Engineer. If either the Contractor, Owner, or both, disagree with the initial decision, the Contractor and Owner shall proceed with dispute resolution in accordance with the provisions of Section 15.6.

§ 15.5.6 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.

§ 15.6 DISPUTE RESOLUTION
§ 15.6.1 If a claim is not resolved pursuant to Section 15.5 to the satisfaction of either party, both parties shall attempt to resolve the dispute at the field level through discussions between Contractor’s Representative and Owner’s Representative. If a dispute cannot be resolved through Contractor’s Representative and Owner’s Representative, then the Contractor’s Senior Representative and the Owner’s Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than twenty-one days after such a request is made, to attempt to resolve such dispute. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute. The meetings required by this Section are a condition precedent to resolution pursuant to Section 15.6.2.

§ 15.6.2 If after meeting in accordance with the provisions of Section 15.6.1, the Senior Representatives determine that the dispute cannot be resolved on terms satisfactory to both the Contractor and the Owner, then either party may submit the dispute by written request to South Carolina’s Chief Procurement Officer for Construction (CPOC). Except as otherwise provided in Article 15, all claims, claims, or controversies relating to the Contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or in the absence of jurisdiction a federal court located in, Richland County, State of South Carolina. Contractor agrees
that any act by the State regarding the Contract is not a waiver of either the State’s sovereign immunity or the State’s immunity under the Eleventh Amendment of the United State’s Constitution.

§ 15.6.3 If any party seeks resolution to a dispute pursuant to Section 15.6.2, the parties shall participate in non-binding mediation to resolve the claim. If the claim is governed by Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws as amended and the amount in controversy is $100,000.00 or less, the CPOC shall appoint a mediator, otherwise, the mediation shall be conducted by an impartial mediator selected by mutual agreement of the parties, or if the parties cannot so agree, a mediator designated by the American Arbitration Association (“AAA”) pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator.

§ 15.6.4 Without relieving any party from the other requirements of Sections 15.5 and 15.6, either party may initiate proceedings in the appropriate forum prior to initiating or completing the procedures required by Sections 15.5 and 15.6 if such action is necessary to preserve a claim by avoiding the application of any applicable statutory period of limitation or repose.

§ 15.6.5 SERVICE OF PROCESS
Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any claims, claims, or controversies relating to the Contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided for the Contractor’s Senior Representative or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

ARTICLE 16 PROJECT-SPECIFIC REQUIREMENTS AND INFORMATION
§ 16.1 INSPECTION REQUIREMENTS (Indicate the inspection services required by the Contract)

☐ Special Inspections are required and are not part of the Contract Sum. (see section 01400)
☐ Building Inspections are required and are not part of the Contract Sum. (see section 01400)

The inspections required for this Work are:
(Indicate which services are required and the provider)
☐ Civil:
☐ Structural:
☐ Mechanical:
☐ Plumbing:
☐ Electrical:
☐ Gas:
☐ Other (list):

Remarks:

§ 16.1.1 Contractor shall schedule and request inspections in an orderly and efficient manner and shall notify the Owner whenever the Contractor schedules an inspection in accordance with the requirements of Section 16.1. Contractor shall be responsible for the cost of inspections scheduled and conducted without the Owner’s knowledge and for any increase in the cost of inspections resulting from the inefficient scheduling of inspections.

§ 16.2 List Cash Allowances, if any. (Refer to attachments as needed, or enter NONE)

None
§ 16.3 Requirements for Record Drawings, if any. (Refer to attachments as needed, or enter NONE)
See specification Section 017839 "Project Record Documents"

§ 16.4 Requirements for Shop Drawings and other submittals, if any, including number, procedure for submission, list of materials to be submitted, etc. (Refer to attachments as needed, or enter NONE)
See specification Section 013300 "Submittal Procedures"

§ 16.5 Requirements for signage, on-site office or trailer, utilities, restrooms, etc., in addition to the Contract, if any. (Refer to attachments as needed, or enter NONE)
See specification Section 01500 "Temporary Facilities and Controls"

§ 16.6 Requirements for Project Cleanup in addition to the Contract, if any. (Refer to attachments as needed, or enter NONE)
See specification Sections 017419 "Construction Waste Management and Disposal" and 017700 "Closeout Procedures"

§ 16.7 List all attachments that modify these General Conditions. (If none, enter NONE)
None
KNOW ALL MEN BY THESE PRESENTS, that (Insert full name or legal title and address of Contractor)

Name:
Address:

hereinafter referred to as “Contractor”, and (Insert full name and address of principal place of business of Surety)

Name:
Address:

hereinafter called the “surety”, are jointly and severally held and firmly bound unto (Insert full name and address of Agency)

Name:
Address:

hereinafter referred to as “Agency”, or its successors or assigns, the sum of $_________ ($ ), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated __________ entered into a contract with Agency to construct

State Project Name: MUSC HCC 4th Floor Mechanical Room Cooling
State Project Number: H51-D193 / IDC ME43-6
Brief Description of Awarded Work: Provide a fan coil unit within the mechanical room on the 4th floor of Hollings Cancer Center. Scope includes new hydronic piping, ductwork, electrical, automatic temperature controls and other Work indicated in the Contract Documents.
in accordance with Drawings and Specifications prepared by (Insert full name and address of A/E)

Name: RMF Engineering, Inc
Address: 194 Seven Farms Drive, Suite G
           Charleston, SC 29492

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

DATED this ______ day of __________, 2018  BOND NUMBER ______________________

shall be no earlier than Date of Contract)

CONTRACTOR

By: ________________________________  (Seal)
Print Name: __________________________
Print Title: __________________________
Witness: ____________________________

SURETY

By: ________________________________  (Seal)
Print Name: __________________________
Print Title: __________________________
Witness: ____________________________

(Attach Power of Attorney)

(Additional Signatures, if any, appear on attached page)
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency for the full and faithful performance of the contract, which is incorporated herein by reference.
2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. The Surety's obligation under this Bond shall arise after:
   3.1 The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or
   3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.
4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:
   4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or
   4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or
   4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:
      4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or
      4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.
5. The Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:
   5.1 Surety in accordance with the terms of the Contract; or
   5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
   5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.
6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to enforce any remedy available to the Agency.

6.1 If the Surety proceeds as provided in paragraph 4.4 and the Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.
6.2 Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.
7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall those of the Agency under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:
   7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and
   7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
   7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and
   7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. The Surety shall not be liable to the Agency or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Agency or its heirs, executors, administrators, or successors.
9. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.
10. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. Definitions
   11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
   11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.
KNOW ALL MEN BY THESE PRESENTS, that (Insert full name or legal title and address of Contractor)

Name: 
Address: 

hereinafter referred to as “Contractor”, and (Insert full name and address of principal place of business of Surety)

Name: 
Address: 

hereinafter called the “surety”, are jointly and severally held and firmly bound unto (Insert full name and address of Agency)

Name: 
Address: 

hereinafter referred to as “Agency”, or its successors or assigns, the sum of $ ________________ ($ __________), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated __________ entered into a contract with Agency to construct

State Project Name: MUSC HCC 4th Floor Mechanical Room Cooling
State Project Number: H51-D193 / IDC ME43-6
Brief Description of Awarded Work: Provide a fan coil unit within the mechanical room on the 4th floor of Hollings Cancer Center. Scope includes new hydronic piping, ductwork, electrical, automatic temperature controls and other Work indicated in the Contract Documents.

in accordance with Drawings and Specifications prepared by (Insert full name and address of A/E)

Name: RMF Engineering, Inc
Address: 194 Seven Farms Drive, Suite G
Charleston, SC 29492

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Labor & Material Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

DATED this ______ day of ________, 20__ BOND NUMBER ________

(shall be no earlier than Date of Contract)

CONTRACTOR

By: ____________________________ (Seal)
Print Name: ______________________
Print Title: ______________________
Witness: _______________________

SURETY

By: ____________________________ (Seal)
Print Name: ______________________
Print Title: ______________________
Witness: _______________________

(Attach Power of Attorney)

(Additional Signatures, if any, appear on attached page)
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the Agency, this obligation shall be null and void if the Contractor:
   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
   2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety’s obligation under this Bond shall arise as follows:
   4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
   4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
   4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.

5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety’s expense take the following actions:
   5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
   5.2 Pay or arrange for payment of any undisputed amounts.
   5.3 The Surety’s failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency’s prior right to use the funds for the completion of the Work.

7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.

13. DEFINITIONS

13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor’s Subcontractors, and all other items for which a mechanic’s lien might otherwise be asserted.

13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.

13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
CHANGE ORDER TO DESIGN-BID-BUILD CONSTRUCTION CONTRACT

AGENCY: Medical University of South Carolina (MUSC)

PROJECT NAME: MUSC HCC 4th Floor Mechanical Room Cooling

PROJECT NUMBER: H51-D193 / IDC ME43-6

CONTRACTOR: ________________________________________________ CONTRACT DATE: ________________

This Contract is changed as follows: (Insert description of change in space provided below)

ADJUSTMENTS IN THE CONTRACT SUM:

1. Original Contract Sum: $________
2. Change in Contract Sum by previously approved Change Orders: $________
3. Contract Sum prior to this Change Order $________
4. Amount of this Change Order: $________
5. New Contract Sum, including this Change Order: $________

ADJUSTMENTS IN THE CONTRACT TIME:

1. Original Substantial Completion Date: ________________
2. Sum of previously approved increases and decreases in Days: Days
3. Change in Days for this Change Order: Days
4. New Substantial Completion Date: ________________

CONTRACTOR ACCEPTANCE:

BY: ______________________________ Date: ______________________________
(Signature of Representative)
Print Name of Representative:

A/E RECOMMENDATION FOR ACCEPTANCE:

BY: ______________________________ Date: ______________________________
(Signature of Representative)
Print Name or Representative:

AGENCY ACCEPTANCE AND CERTIFICATION:

BY: ______________________________ Date: ______________________________
(Signature of Representative)
Print Name of Representative:

Change is within Agency Construction Contract Change Order Certification of: $__________ Yes [ ] No [ ]

AUTHORIZED BY: ______________________________ DATE: ______________________________
(OSE Project Manager)

SUBMIT THE FOLLOWING TO OSE:
1. SE-380, fully completed and signed by the Contractor, A/E and Agency;
2. Detailed back-up information, with OH&P shown, from the Contractor/Subcontractor(s) that justifies the costs and schedule changes shown.
3. If any item exceeds Agency certification, OSE will authorize the SE-380 and return to Agency.
NOTE: THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE MEDICAL UNIVERSITY OF SOUTH CAROLINA (MUSC). MUSC RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.

I. PURPOSE

MUSC is committed to promoting a healthy, tobacco-free environment for its employees, faculty, students, visitors and patients. The purpose of this policy is to provide a healthy environment, minimize the negative effects of passive smoke and tobacco use, maximize fire safety and promote wellness and good health habits within all MUSC facilities, including MUSC affiliates, and the surrounding campus.

II. POLICY

A. Covered Individuals

The provisions of this policy shall apply to all employees (including faculty and staff), patients, visitors, students, volunteers, contractors and vendors unless otherwise noted.

B. Use of Tobacco Products

1. The use of any tobacco product is prohibited in all buildings, grounds and spaces either leased or owned by the Medical University. The Human Resources Management Policy No. 49, Tobacco-Free Campus, includes, but is not limited to, offices, classrooms, laboratories, elevators, stairwells,
restrooms, shuttle buses, shuttle bus stops, sidewalks, parking areas, meeting rooms, hallways, lobbies, and other common areas.

2. The use of tobacco products in University owned, operated or leased vehicles is prohibited.

3. Use of tobacco products is also prohibited in personal vehicles parked on MUSC property.

4. The use of tobacco products is prohibited on all streets and sidewalks within the Medical District as defined by the City of Charleston ordinance (see [Medical District map]).

5. MUSC also prohibits the use of tobacco products by staff on private properties adjacent to the Medical District without explicit approval from the property owner. Individuals should refrain from smoking in areas where smoke is likely to enter private property through entrances, windows, ventilation systems or other means and are expected to respect requests to refrain from smoking in particular areas if asked to do so by agents or employees of the University. Tobacco use on public property neighboring MUSC is highly discouraged.

6. Use of tobacco products while representing MUSC, wearing MUSC scrubs or uniforms, wearing an MUSC badge, or on paid break is prohibited.

C. **List of Tobacco Products**

Tobacco products include, but are not limited to, cigarettes, cigars, pipes, chewing tobacco, e-cigarettes and other smokeless tobacco products.

III. **INFORMATION AND PROCEDURE**

A. **Faculty/Staff/Volunteers**

1. Faculty, staff and volunteers are expected to comply with the Tobacco-Free Campus Policy and assist with sharing information about the policy.

2. New employees and volunteers will be informed of the Tobacco-Free Campus Policy during orientation.

3. Enforcement of the policy rests with the appropriate supervisory staff, deans, department heads and administrative officials.

4. When employees or volunteers observe violations of the policy, they should politely remind the offender of the policy and request that they dispose of tobacco materials.

5. If the employee or volunteer continues to violate the policy, the location and time of the violation should be reported to the appropriate supervisory staff, dean, department head or administrative official. Human Resources Employee Relations may also be contacted to report violations.
6. Violation patterns will be assessed and appropriate action initiated. Employees who are found to be in violation will be disciplined in accordance with the Human Resources Policy No. 45, Disciplinary Action. Action may range from written reprimand to termination. Refer to specific guidelines as outlined by MUSC, MUHA and UMA.

B. Patients

1. Faculty, staff and clinical staff with patient care responsibilities are responsible for communicating and ensuring compliance with the Tobacco-Free Campus Policy.

2. Upon admission/check-in, patients will be verbally informed of the policy and a copy will be provided upon request.

3. Patients violating MUSC’s policy will be asked to dispose of tobacco materials.

4. Tobacco replacement therapies, i.e. nicotine patch, nicotine gum, etc., may be prescribed by the patient’s physician.

C. Visitors

1. Visitors will be informed of the policy and asked to comply while they are on campus.

2. Signage will be posted throughout MUSC’s buildings and grounds; stating this facility is a tobacco-free campus.

3. All employees and volunteers are encouraged to assist with the education of visitors regarding the policy, using policy information cards, which will be made available.

4. Employees are expected to help enforce the policy with visitors by requesting that they dispose of tobacco materials and respect MUSC’s healthcare mission and tobacco-free campus.

5. If a visitor is observed repeatedly violating the policy after being advised of the policy, staff should note the location and time of the violation and contact their respective manager, Department of Public Safety or Medical Center Safety and Security, or Human Resources.

D. Students

1. New students will be informed of the Tobacco-Free Campus Policy during orientation.

2. Enforcement of the policy rests with the respective Dean’s office.
3. When students observe violations of the policy, they should remind their fellow students of the policy and ask them to dispose of the tobacco materials.

4. If the student continues to violate the policy, the location and time of the violation should be reported to the appropriate Dean's office.

5. Violation patterns will be assessed and appropriate action initiated.

6. Affiliation agreements will include the Tobacco-Free Campus Policy so that students from other schools will be advised of the policy.

E. Contractors/Vendors

1. A provision will be inserted in all contracts, e.g. construction and/or maintenance, to prohibit the employees of contractors/vendors from using tobacco materials on property owned or leased by MUSC. Contractors and vendors are expected to ensure full compliance at all times with this policy by any employees and/or subcontractors providing services on MUSC property.

2. Failure by the contractor/vendor or their employees to comply with the provisions of this policy could result in contractors/vendors (or their employee(s) violating this policy) being asked to leave campus and/or the termination of the service contract with the contractor or vendor.

IV. ENFORCEMENT

A. The monitoring and enforcement of this policy is the responsibility of ALL MUSC/MUHA/UMA employees, students and volunteers. Each individual should consistently and politely bring any infraction of this policy to the attention of the person or persons observed violating the policy.

B. The MUSC Department of Public Safety and Medical Center Safety and Security will assist in the enforcement of this policy by reporting violations to the appropriate manager or supervisor. Employees are also expected to assume leadership roles by adhering to the policy provisions and by reminding others who aren’t in compliance of the policy provisions.

C. MUSC will provide Tobacco-Free Campus Policy information cards to facilitate the education and enforcement of the policy.

V. RESOURCES

MUSC will offer resources and support to tobacco users in abstaining from tobacco use on campus and in supporting users who desire to quit using tobacco. Smoking cessation
classes and other tobacco education related resources or programs will be offered periodically for MUSC employees. Many of these programs are offered at little to no cost. Additional resources are outlined on the Tobacco-Free Campus website.

VI. EXCEPTIONS

Individuals enrolled in smoking research and/or treatment programs are permitted to smoke in designated smoking areas that are physically separated from care, treatment and service areas upon approval. If the Medical Center decides that patients may smoke in specific circumstances, it will designate smoking areas that are physically separated from care, treatment and service areas.

<table>
<thead>
<tr>
<th>Approved by:</th>
<th>Information Contact</th>
<th>Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa P. Montgomery</td>
<td>Director of Human Resources Management</td>
<td>Effective March 1, 2012</td>
</tr>
<tr>
<td>Vice President for Finance &amp; Administration</td>
<td></td>
<td>Revised June 2013</td>
</tr>
</tbody>
</table>
SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Project information.
   2. Work covered by Contract Documents.
   3. Phased construction.
   4. Access to site.
   5. Coordination with occupants.
   6. Work restrictions.
   7. Specification and Drawing conventions.
   8. Miscellaneous provisions.

B. Related Requirements:
   1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: MUSC HCC 4th Floor Mechanical Room Cooling.
   1. Project Location: Medical University of South Carolina, Charleston, South Carolina.

B. Owner: Medical University of South Carolina (MUSC).
   1. Owner's Representative: Mr. Phillip Botero
      Building Engineer, Zone 2
      MUSC Engineering & Facilities
      97 Lucas Street
      Charleston, SC 29425
      Telephone: (843) 792-9664

C. Architect: RMF Engineering, Inc.
   194 Seven Farms Drive, Suite G
   Charleston, SC 29492
   Telephone: 843-971-9639
1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:
   1. Provide a fan coil unit within the mechanical room on the 4th floor of Hollings Cancer Center. Scope includes new hydronic piping, ductwork, electrical, automatic temperature controls and other Work indicated in the Contract Documents.

B. Type of Contract:
   1. Project will be constructed under a single prime contract.

1.5 PHASED CONSTRUCTION

A. None.

1.6 ACCESS TO SITE

A. During the bid period, the Contractor shall have opportunities to visit the site by appointment only. Contractor must provide 48 hour notice to the Owner for any site visit.

B. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

C. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
   1. Limits: Confine construction operations to areas where work is indicated.
   2. Driveways, Walkways and Entrances: Keep driveways, parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
      a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
      b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

E. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.7 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts
and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.8 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.

1. Weekend Hours: Building is not open during the weekend. Any desired weekend work must be requested, approved and scheduled with the Owner.
2. Early Morning Hours: Building is not open prior to 7:00am or after 5:00pm. Any desired work outside of normal on-site working hours must be requested, approved and scheduled with the Owner.
3. Hours for Utility Shutdowns: Coordinate with Owner.
4. Hours for Core Drilling: Coordinate with Owner.
5. Refer to drawings for additional information.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than 14 calendar days in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than 14 calendar days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Nonsmoking Building: Smoking and the use of other tobacco products is not permitted within the building or on MUSC campus.

F. Controlled Substances: Use of tobacco products and other controlled substances on the Project site or on MUSC campus is not permitted.

G. Employee Identification: Contractor personnel working on the Project site are required to submit for and wear an MUSC badge.
H. Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

I. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.

J. Maintain list of approved screened personnel with Owner's representative.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000
SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:
   1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Substitution Request Form (During the Bidding Phase): Use CSI Form 1.5C.
   2. Substitution Request Form (After the Bidding Phase): Use CSI Form 13.1A.
   3. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
      b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
      c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section.
Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

e. Samples, where applicable or requested.

f. Certificates and qualification data, where applicable or requested.

g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.

h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.

i. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

j. Cost information, including a proposal of change, if any, in the Contract Sum.

k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.

l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

4. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.


   b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.
1.7 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
   1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
      a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
      b. Substitution request is fully documented and properly submitted.
      c. Requested substitution will not adversely affect Contractor's construction schedule.
      d. Requested substitution has received necessary approvals of authorities having jurisdiction.
      e. Requested substitution is compatible with other portions of the Work.
      f. Requested substitution has been coordinated with other portions of the Work.
      g. Requested substitution provides specified warranty.
      h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
   1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
      a. 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 Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
      b. Requested substitution does not require extensive revisions to the Contract Documents.
      c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
      d. Substitution request is fully documented and properly submitted.
      e. Requested substitution will not adversely affect Contractor's construction schedule.
      f. Requested substitution has received necessary approvals of authorities having jurisdiction.
      g. Requested substitution is compatible with other portions of the Work.
      h. Requested substitution has been coordinated with other portions of the Work.
      i. Requested substitution provides specified warranty.
      j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500
SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:
   1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
   1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
   2. Within time specified in Proposal Request or 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
e. Quotation Form: Use CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail", or forms acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Changes Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on SE-380 "Change Order to Construction Contract".

1.6 CONSTRUCTION CHANGE DIRECTIVE

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600
SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:
   1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
   2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
   1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
   2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
   1. Identification: Include the following Project identification on the schedule of values:
      a. Project name and location.
      b. Name of Architect.
      c. Architect's Project number.
      d. Contractor's name and address.
      e. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.

4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site.

5. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.

6. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Times: Submit Application for Payment to Architect by the 25th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
   1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
   1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
   2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
   3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
   4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:
   a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
   b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
   c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

G. Transmittal: Submit one signed and notarized original copy of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
   1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
   1. List of subcontractors.
   2. Schedule of values.
   3. Contractor's construction schedule (preliminary if not final).
   4. Products list (preliminary if not final).
   5. Sustainable design action plans, including preliminary project materials cost data.
   6. Schedule of unit prices.
   7. Submittal schedule (preliminary if not final).
   8. List of Contractor's staff assignments.
   12. Initial progress report.

I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
   1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
   2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
   1. Evidence of completion of Project closeout requirements.
   2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
5. AIA Document G706A.
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900
SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. RFIs.
3. Project meetings.

B. Related Requirements:
1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.3 DEFINITIONS

A. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate
construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

B. Coordination: Each contractor shall cooperate with Project coordinator who shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its own operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.

2. Preparation of the schedule of values.

3. Installation and removal of temporary facilities and controls.

4. Delivery and processing of submittals.

5. Progress meetings.

6. Preinstallation conferences.

7. Project closeout activities.

8. Startup and adjustment of systems.

1.6 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.

2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
   a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

1. Attachments shall be electronic files in PDF format.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for approval of Contractor's means and methods.
   d. Requests for coordination information already indicated in the Contract Documents.
   e. Requests for adjustments in the Contract Time or the Contract Sum.
   f. Requests for interpretation of Architect's actions on submittals.
   g. Incomplete RFIs or inaccurately prepared RFIs.
2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log bi-weekly. Include the following:
1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
   a. Responsibilities and personnel assignments.
   b. Tentative construction schedule.
   c. Phasing.
   d. Critical work sequencing and long lead items.
   e. Designation of key personnel and their duties.
   f. Lines of communications.
   g. Use of web-based Project software.
   h. Procedures for processing field decisions and Change Orders.
   i. Procedures for RFIs.
   j. Procedures for testing and inspecting.
   k. Procedures for processing Applications for Payment.
   l. Distribution of the Contract Documents.
   m. Submittal procedures.
   n. Preparation of Record Documents.
   o. Use of the premises and existing building.
   p. Work restrictions.
q. Working hours.
r. Owner's occupancy requirements.
s. Responsibility for temporary facilities and controls.
t. Procedures for moisture and mold control.
u. Procedures for disruptions and shutdowns.
v. Construction waste management and recycling.
w. Parking availability.
x. Office, work, and storage areas.
y. Equipment deliveries and priorities.
z. First aid.
bb. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
   b. Options.
   c. Related RFI.
   d. Related Change Orders.
   e. Purchases.
   f. Deliveries.
   g. Submittals.
   h. Review of mockups.
   i. Possible conflicts.
   j. Compatibility requirements.
   k. Time schedules.
   l. Weather limitations.
   m. Manufacturer's written instructions.
   n. Warranty requirements.
   o. Compatibility of materials.
   p. Acceptability of substrates.
   q. Temporary facilities and controls.
   r. Space and access limitations.
   s. Regulations of authorities having jurisdiction.
   t. Testing and inspecting requirements.
   u. Installation procedures.
   v. Coordination with other work.
   w. Required performance results.
   x. Protection of adjacent work.
   y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at biweekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
   a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      1) Review schedule for next period.
   b. Review present and future needs of each entity present, including the following:
      1) Interface requirements.
      2) Sequence of operations.
      3) Status of submittals.
      4) Deliveries.
      5) Off-site fabrication.
      6) Access.
      7) Site use.
      8) Temporary facilities and controls.
      9) Progress cleaning.
     10) Quality and work standards.
     11) Status of correction of deficient items.
     12) Field observations.
     13) Status of RFIs.
     14) Status of Proposal Requests.
     15) Pending changes.
     16) Status of Change Orders.
     17) Pending claims and disputes.
     18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
   a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
MUSC Hollings Cancer Center
4th Floor Mechanical Room Cooling

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100
SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Startup construction schedule.
   2. Contractor's Construction Schedule.
   3. Construction schedule updating reports.
   4. Material location reports.
   5. Site condition reports.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
   1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
   2. Predecessor Activity: An activity that precedes another activity in the network.
   3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. Float: The measure of leeway in starting and completing an activity.
   1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
   2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
   3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
F. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:
   1. Working electronic copy of schedule file, where indicated.
   2. PDF file.

B. Startup construction schedule.

C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor’s Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

E. Material Location Reports: Submit at monthly intervals.

F. Site Condition Reports: Submit at time of discovery of differing conditions.

G. Unusual Event Reports: Submit at time of unusual event.

H. Qualification Data: For scheduling consultant.

1.5 COORDINATION

A. Coordinate Contractor’s Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
   1. Secure time commitments for performing critical elements of the Work from entities involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.6 CONTRACTOR’S CONSTRUCTION SCHEDULE, GENERAL

A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
   1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Activities: Treat each area as a separate numbered activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.

2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
   a. Structural Steel
   b. Cooling Towers.


4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.

5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
2. Work Restrictions: Show the effect of the following items on the schedule:
   a. Coordination with existing construction.
   b. Limitations of continued occupancies.
   c. Uninterruptible services.
   d. Partial occupancy before Substantial Completion.
   e. Use-of-premises restrictions.
   g. Seasonal variations.
   h. Environmental control.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and the Contract Time.

G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

H. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

I. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1.7 GANTT-CHART SCHEDULE REQUIREMENTS

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed.  
   1. Base schedule on the startup construction schedule and additional information received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
   1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

1.8 REPORTS

A. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
   1. Material stored prior to previous report and remaining in storage.
   2. Material stored prior to previous report and since removed from storage and installed.
   3. Material stored following previous report and remaining in storage.

B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

C. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
1. Submit unusual event reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200
SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

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

1.2 SUMMARY
   
   A. Section Includes:
      1. Submittal schedule requirements.
      2. Administrative and procedural requirements for submittals.

   B. Related Requirements:
      1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
      2. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
      3. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
      4. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
      5. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
      6. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
      7. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
      8. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS
   
   A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

   B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
1.4 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
   a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
3. Format: Arrange the following information in a tabular format:
   a. Scheduled date for first submittal.
   b. Specification Section number and title.
   c. Submittal Category: Action; informational.
   d. Name of subcontractor.
   e. Description of the Work covered.
   f. Scheduled date for Architect's final release or approval.

1.5 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:
1. Project name.
2. Date.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
8. Category and type of submittal.
10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

B. Options: Identify options requiring selection by Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on
SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.
   a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.7 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
   1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
   2. Mark each copy of each submittal to show which products and options are applicable.
   3. Include the following information, as applicable:
      a. Manufacturer's catalog cuts.
      b. Manufacturer's product specifications.
      c. Standard color charts.
      d. Statement of compliance with specified referenced standards.
      e. Testing by recognized testing agency.
      f. Application of testing agency labels and seals.
      g. Notation of coordination requirements.
      h. Availability and delivery time information.
   4. For equipment, include the following in addition to the above, as applicable:
      a. Wiring diagrams that show factory-installed wiring.
      b. Printed performance curves.
      c. Operational range diagrams.
      d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
   5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

   1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
      a. Identification of products.
      b. Schedules.
      c. Compliance with specified standards.
      d. Notation of coordination requirements.
      e. Notation of dimensions established by field measurement.
      f. Relationship and attachment to adjoining construction clearly indicated.
      g. Seal and signature of professional engineer if specified.
   2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
   a. Project name and submittal number.
   b. Generic description of Sample.
   c. Product name and name of manufacturer.
   d. Sample source.
   e. Number and title of applicable Specification Section.
   f. Specification paragraph number and generic name of each item.
3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:
1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
3. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
4. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

H. Test and Research Reports:
1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
   a. Name of evaluation organization.
   b. Date of evaluation.
   c. Time period when report is in effect.
   d. Product and manufacturers' names.
   e. Description of product.
   f. Test procedures and results.
   g. Limitations of use.

1.8 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.9 CONTRACTOR'S REVIEW

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

B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.10 ARCHITECT'S REVIEW

A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.

1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.

B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Architect will return without review submittals received from sources other than Contractor.

F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300
SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.

2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.

3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
D. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

E. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.

F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

G. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

H. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.4 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 REPORTS AND DOCUMENTS

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

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
   1. Name, address, telephone number, and email address of technical representative making report.
   2. Statement on condition of substrates and their acceptability for installation of product.
   3. Statement that products at Project site comply with requirements.
   4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
   5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
   6. Statement whether conditions, products, and installation will affect warranty.
   7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
   1. Name, address, telephone number, and email address of factory-authorized service representative making report.
   2. Statement that equipment complies with requirements.
   3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
   4. Statement whether conditions, products, and installation will affect warranty.
   5. Other required items indicated in individual Specification Sections.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
   1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
   1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
   2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
   1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.

3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

E. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

F. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
6. Security and protection for samples and for testing and inspection equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's Construction Schedule. Update as the Work progresses.
1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
   1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
   2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
   3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
   4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
   5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
   6. Retesting and reinspecting corrected work.

B. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
   1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
   2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
   3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
   4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
   5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
   6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Architect.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.
   1. Submit log at Project closeout as part of Project Record Documents.
3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000
SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

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

1.2 SUMMARY
A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
B. Related Requirements:
   1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES
A. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
B. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS
A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
C. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:
   1. Locations of dust-control partitions at each phase of work.
   2. HVAC system isolation schematic drawing.
   3. Location of proposed air-filtration system discharge.
   5. Other dust-control measures.
1.5 QUALITY ASSURANCE
   A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
   B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
   C. Accessible Temporary Egress: Comply with applicable provisions in ICC/ANSI A117.1.

1.6 PROJECT CONDITIONS
   A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS
   A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
   B. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats minimum 36 by 60 inches.

2.2 EQUIPMENT
   A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
   B. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 OPERATION, TERMINATION, AND REMOVAL
   A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
   B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

END OF SECTION 015000
SECTION 016000 - PRODUCT REQUIREMENTS

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers’ standard warranties on products; special warranties; and comparable products.

B. Related Requirements:
   1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product: Product that is demonstrated and approved by Architect through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that
does meet the requirements of the specifications. Submit a comparable product request, if applicable.

1.4 ACTION SUBMITTALS

A. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
   2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
      a. Form of Architect's Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
      b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.


1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
   1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
   2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
   1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
   2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
      a. Name of product and manufacturer.
      b. Model and serial number.
      c. Capacity.
      d. Speed.
      e. Ratings.
3. See individual identification sections in Divisions 22, 23, and 26 for additional identification requirements.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:
   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
   2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
   3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:
   1. Store products to allow for inspection and measurement of quantity or counting of units.
   2. Store materials in a manner that will not endanger Project structure.
   3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
   4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
   5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
   6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
   1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
   2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

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

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
   1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
   2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
   3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
   4. Where products are accompanied by the term "as selected," Architect will make selection.
   6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
      a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Evaluation of "or equal" product status is by the Architect, whose determination is final.

B. Product Selection Procedures:
   1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
      a. Sole product may be indicated by the phrase: "Subject to compliance with requirements, provide the following: ..."
   2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
      a. Sole manufacturer/source may be indicated by the phrase: "Subject to compliance with requirements, provide products by the following: ..."
   3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: …"

4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, which complies with requirements.
   a. Non-limited list of products is indicated by the phrase: "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: …"

5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
   a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: …"

6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, which complies with requirements.
   a. Non-limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: …"

7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in “Comparable Products” Article for consideration of an unnamed product by one of the other named manufacturers.
   a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.

C. Visual Matching Specification: Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
   1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.

2. Evidence that proposed product provides specified warranty.

3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

4. Samples, if requested.

B. Submittal Requirements: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000
SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
   2. Installation of the Work.
   3. Cutting and patching.
   4. Progress cleaning.
   5. Starting and adjusting.
   6. Protection of installed construction.

B. Related Requirements:
   1. Section 011000 "Summary" for limits on use of Project site.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
   1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
   2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
a. Primary operational systems and equipment.
b. Plumbing piping systems.
c. Mechanical systems piping and ducts.
d. Control systems.
e. Electrical wiring systems.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
a. Water, moisture, or vapor barriers.
b. Membranes and flashings.
c. Equipment supports.
d. Piping, ductwork, vessels, and equipment.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.
1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of utilities, mechanical and electrical systems, and other construction affecting the Work.
B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
   1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
   2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
   3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

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

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
   2. Allow for building movement, including thermal expansion and contraction.
   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Repair or remove and replace damaged, defective, or nonconforming Work.
   1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

3.5 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
   4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
   5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
   6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
   1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
   2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
      a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
      b. Restore damaged pipe covering to its original condition.
   3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even
surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.


2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

a. Use containers intended for holding waste materials of type to be stored.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."
H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300
SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:
   1. Salvaging nonhazardous demolition and construction waste.
   2. Recycling nonhazardous demolition and construction waste.
   3. Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 REQUIREMENTS

A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials.
1.5 QUALITY ASSURANCE

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

B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.

C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.

4. Store components off the ground and protect from the weather.

5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.2 SALVAGING DEMOLITION WASTE

A. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:

1. Clean salvaged items.

2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.

3. Store items in a secure area until installation.

4. Protect items from damage during transport and storage.
5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

B. Salvaged Items for Sale and Donation: Not permitted on Project site.

C. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
   1. Clean salvaged items.
   2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
   3. Store items in a secure area until delivery to Owner.
   4. Transport items to Owner's storage area designated by Owner.
   5. Protect items from damage during transport and storage.

D. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.

E. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Receivers and Processors: List below is provided for information only; available recycling receivers and processors include, but are not limited to, the following:

C. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.

D. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

E. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
   1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
      a. Inspect containers and bins for contamination and remove contaminated materials if found.
   2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
   3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

A. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.

B. Metals: Separate metals by type.
   1. Structural Steel: Stack members according to size, type of member, and length.
   2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.

D. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.

E. Metal Suspension System: Separate metal members including trim, and other metals from acoustical panels and tile and sort with other metals.

F. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:
   1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
   3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
   4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:
   1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
   2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.
1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.6 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

   1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419
SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Substantial Completion procedures.
   2. Final completion procedures.
   3. Warranties.
   4. Final cleaning.
   5. Repair of the Work.

B. Related Requirements:
   1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
   2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
   3. Section 017900 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.
1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
   a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
5. Submit testing, adjusting, and balancing records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
6. Advise Owner of changeover in utility services.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements.
10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.
5. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
2. Include the following information at the top of each page:
CLOSEOUT PROCEDURES

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
   1. Submit on digital media acceptable to Architect.

D. Warranties in Paper Form:
   1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
   3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer’s written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. Remove snow and ice to provide safe access to building.
   f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   h. Sweep concrete floors broom clean in unoccupied spaces.
   i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer’s recommendations if visible soil or stains remain.
   j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
   k. Remove labels that are not permanent.
   l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
   m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
   n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
   o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
      1) Clean HVAC system in compliance with NADCA ACR. Provide written report on completion of cleaning.
   p. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
   q. Leave Project clean and ready for occupancy.
C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
   1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
   2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
      a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
   3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
   4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700
SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

B. Related Requirements:

1. Section 013300 "Submital Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Engineer will comment on whether content of operations and maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:
1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Engineer.
   a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
   b. Enable inserted reviewer comments on draft submittals.

2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Engineer will return two copies.

C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 30 days before commencing demonstration and training. Engineer will return copy with comments.

1. Correct or revise each manual to comply with Engineer's comments. Submit copies of each corrected manual within 15 days of receipt of Engineer's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."
2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Construction Manager.
7. Name and contact information for Engineer.
8. Names and contact information for major consultants to the Engineer that designed the systems contained in the manuals.
9. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
   b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.


5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:
   1. Type of emergency.
   2. Emergency instructions.
   3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
   1. Fire.
   2. Flood.
   5. Power failure.
   7. System, subsystem, or equipment failure.
   8. Chemical release or spill.
C. **Emergency Instructions:** Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. **Emergency Procedures:** Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

### 2.4 OPERATION MANUALS

A. **Content:** In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. **Descriptions:** Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. **Operating Procedures:** Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Color, pattern, and texture.
   5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Schedule for routine cleaning and maintenance.
   5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.
2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.

2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.

2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."

F. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823
SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:

1. Section 017700 "Closeout Procedures" for general closeout procedures.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set(s) of marked-up record prints.
2. Number of Copies: Submit copies of record Drawings as follows:

   a. Initial Submittal:

      1) Submit one paper-copy set(s) of marked-up record prints.
      2) Engineer will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

   b. Final Submittal:

      1) Submit PDF electronic files of scanned record prints and three set(s) of prints.
      2) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
C. Record Product Data: Submit one paper copy of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   b. Accurately record information in an acceptable drawing technique.
   c. Record data as soon as possible after obtaining it.
   d. Record and check the markup before enclosing concealed installations.
   e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

   a. Dimensional changes to Drawings.
   b. Revisions to details shown on Drawings.
   c. Revisions to routing of piping.
   d. Locations of concealed internal utilities.
   e. Changes made by Change Order or Construction Change Directive.
   f. Changes made following Engineer's written orders.
   g. Details not on the original Contract Drawings.
   h. Field records for variable and concealed conditions.
   i. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
   a. Project name.
   b. Date.
   c. Designation "PROJECT RECORD DRAWINGS."
   d. Name of Engineer.
   e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as scanned PDF electronic file(s) of marked-up paper copy of Specifications.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
B. Format: Submit (1) electronic set of Product Data and O&M Manuals.
   
   1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

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

B. Format: Submit miscellaneous record submittals as scanned PDF electronic file(s) of marked-up miscellaneous record submittals.
   
   1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer's reference during normal working hours.

END OF SECTION 017839
SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.

1.3 INFORMATIONAL SUBMITTALS

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

B. Qualification Data: For facilitator.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 QUALITY ASSURANCE

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

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
1.5 COORDINATION

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

B. Coordinate instructors, including providing notification of dates, times, length of instruction
time, and course content.

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

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules
   for each system and for equipment not part of a system, as required by individual Specification
   Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a
   description of specific skills and knowledge that participant is expected to master. For each
   module, include instruction for the following as applicable to the system, equipment, or
   component:

   1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

      a. System, subsystem, and equipment descriptions.
      b. Performance and design criteria if Contractor is delegated design responsibility.
      c. Operating standards.
      d. Regulatory requirements.
      e. Equipment function.
      f. Operating characteristics.
      g. Limiting conditions.
      h. Performance curves.

   2. Documentation: Review the following items in detail:

      a. Emergency manuals.
      b. Operations manuals.
      c. Maintenance manuals.
      d. Project record documents.
      e. Identification systems.
      f. Warranties and bonds.
      g. Maintenance service agreements and similar continuing commitments.

   3. Emergencies: Include the following, as applicable:
a. Instructions on meaning of warnings, trouble indications, and error messages.
b. Instructions on stopping.
c. Shutdown instructions for each type of emergency.
d. Operating instructions for conditions outside of normal operating limits.
e. Sequences for electric or electronic systems.
f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

a. Startup procedures.
b. Equipment or system break-in procedures.
c. Routine and normal operating instructions.
d. Regulation and control procedures.
e. Control sequences.
f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:

a. Alignments.
b. Checking adjustments.
c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

a. Diagnostic instructions.
b. Test and inspection procedures.

7. Maintenance: Include the following:

a. Inspection procedures.
b. Types of cleaning agents to be used and methods of cleaning.
c. List of cleaning agents and methods of cleaning detrimental to product.
d. Procedures for routine cleaning
  e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.

8. Repairs: Include the following:

a. Diagnosis instructions.
b. Repair instructions.
c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
d. Instructions for identifying parts and components.
e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

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

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
   1. Schedule training with Owner, through Engineer, with at least fourteen days' advance notice.

C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

D. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 017900
SECTION 230500 - COMMON WORK RESULTS FOR MECHANICAL

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. This Section describes the common work requirements for the mechanical work included in
      Division 23 and applies to all sections of Division 23.

1.3 CODES, REGULATIONS, AND PERMITS:
   A. References to codes, standards, specifications, and regulations apply to the latest edition
      adopted by the jurisdiction where the project is located.
   B. All materials furnished and all work installed shall comply with the applicable rules,
      regulations, and recommendations of the following bodies:
      1. International Building Code
      2. International Existing Building Code
      3. International Mechanical Code
      4. International Plumbing Code
      5. International Fire Code

1.4 EQUIPMENT START-UP AND INITIAL OPERATION
   A. No equipment shall be operated, for testing or trial use, before full compliance with the
      equipment manufacturers' specifications and instructions for the lubrication, alignment,
      direction of rotation, balance, and other applicable considerations.
   B. Particular care shall be taken to see that all equipment is completely assembled, properly
      lubricated, and all grease and oil cases and reservoirs have been filled to the correct level with
      the recommended lubricants.
   C. It is the Contractor's responsibility to place each item of equipment, installed by him, in
      operating condition. This responsibility includes all auxiliaries, piping, wiring, etc., the start up
      of each unit, and a check of its performance.

1.5 OPERATING AND MAINTENANCE INSTRUCTIONS
   A. Upon completion of all work and all tests, Contractor shall furnish the necessary skilled labor
      and helpers for operating the systems and equipment. During this period, Contractor shall
instruct the Owner's representative fully in the operation, adjustment, and maintenance of all equipment furnished. At least forty-eight (48) hours in advance written notice shall be given to the Owner.

B. Contractor shall furnish to the Engineer four (4) complete bound sets of typewritten or blueprinted instructions for operating and maintaining all systems and equipment included in this Contract. Operating and maintenance manuals shall include all construction test reports, final balancing reports, valve tag schedule, final inspection certificates, and occupancy permits. Also provide two (2) complete bound sets of approved shop drawings for all items of equipment utilized on the project. All instructions shall be submitted in draft for approval prior to final issue. Manufacturers’ advertising literature or catalogs will not be acceptable for operating and maintenance instructions.

C. Instructions shall include a general description of each system and specific instructions describing routine and emergency procedures required of the building personnel for operating and maintaining each system. The instructions shall include the name or label, location, and function of all operating equipment and controls, such as start-stop switches, time clocks, and safety and temperature controllers. Operating modes and the procedures for indexing each mode shall be clearly described. A listing of names, addresses, and phone numbers of the service organizations for each item of equipment and a typewritten maintenance schedule for same shall be included.

D. The instructor shall be thoroughly familiar with all parts of the installation on which he is to give instruction. The instructor shall be trained in operating theory as well as practical operation and maintenance work. Employ factory trained instructors for automatic temperature control systems and wherever else necessary, as determined by the Engineer.

E. During the guarantee period, the Contractor shall service and maintain all equipment, excluding filter replacement, provided under this contract. Prior to the start of guarantee period, the Contractor shall provide the Owner with a schedule of required maintenance operations for each system and items of equipment. Contractor shall submit schedule to the Engineer for approval. Thereafter, monthly reports shall be submitted to the Owner describing actual service provided. Forty-eight (48) hours advance notice shall be given to the Owner, prior to work required under this Section.

F. Contractor shall provide the Owner with all tools required to service and maintain all equipment.

1.6 SITE VISIT

A. Prior to preparing the bid, it is recommended that the Contractor and subcontractors shall visit the site and familiarize themselves with all existing conditions, make all necessary investigations as to locations of utilities, and all other matters which can affect the work.

B. No additional compensation will be made to the Contractor as a result of his failure to familiarize himself with the existing conditions under which the work must be performed.
1.7 DRAWINGS

A. The Contract Drawings are diagrammatic and indicate the general arrangement of systems and work included in the Contract. Any offsets, rises, or transitions not shown on the drawings and required to provide a complete system shall be provided at no additional contract cost. Do not scale the drawings. Consult the Architectural and Structural drawings and details for exact location of structure and equipment; where same are not definitely located, obtain this information from the Architect.

B. In the event of ambiguities within or between parts of the Contract Documents, the contractor shall 1) provide the better quality or greater quantity of work, or 2) comply with the more stringent requirement, either or both in accordance with the Architect’s interpretation.

1.8 ELECTRICAL WORK

A. Under Division 23 MECHANICAL, provide the following items of electrical work which shall conform with the applicable requirements of the Electrical Division:
   1. Low voltage temperature control wiring.
      a. Wiring shall be installed in conduit.
      b. Refer to Section 260533 - Raceways and Boxes for Electrical Systems for installation requirements.
   2. Interlock wiring for mechanical equipment and devices.

B. Under Division 26 ELECTRICAL, provide:
   1. Power wiring, complete from power source to motor or equipment junction box, including power wiring through motor starters, power factor correction devices, and line reactors. Power factor correction devices shall be provided under Division 23 and installed under Division 26.
   2. All miscellaneous individual motor starters, unless noted or specified otherwise.

1.9 SINGULAR NUMBER

A. Where any device or part of equipment is herein referred to in the singular number (such as "valve"), such reference applies to as many such devices as are required to complete the installation as shown on the drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All component parts of each items of equipment or device shall bear the manufacturers’ name plate; giving name of manufacturer, description, size, type, serial or model number, electrical characteristics, etc., in order to facilitate the maintenance or replacement. The name plate of a subcontractor or distributor will not be acceptable. Where Underwriters' Laboratories standards apply, material and equipment shall be approved by them and shall bear the UL Label.
B. In specifying materials, three (3) general procedures are used. The three (3) classifications are as follows:

1. **GROUP 1:** When a material or equipment is specified by brand name or other identifying information and three (3) or more brands are named it is considered that any one (1) of the brands so named will perform as desired, and the Contractor shall base his proposal on one (1) of the named brands. The first brand named or identified basis of design shall be used as a standard. The other brands named shall be equal to the specified brand in all respects. If one (1) of the other brands named is used it shall be the Contractor's responsibility to verify proper clearances and fit of the substituted equipment.

2. **GROUP 2:** When the material or equipment is specified with the phrase "...or approved equal..." after a brand name and other identifying information, it is intended that the brand name is used for the purpose of establishing a minimum acceptable standard of quality and performance and Contractor may base his bid proposal on any item which is in all respects equal to that specified and presents essentially the same appearance. It shall be the Contractor's responsibility to ensure proper fit and clearances of all substituted equipment.

3. **GROUP 3:** When material is specified as complying with the requirements of published "Standard Specification" of trade associations, American Society of Testing and Materials, government specifications, etc. the Contractor shall base his proposal on any item which can be shown to comply in all respects to the referred "Standard Specification".

C. It is distinctly understood: (1) that the Architect will use his own judgment in determining whether or not any materials, equipment or methods offered in substitution are equal to those specified; (2) that the decision of the Architect on all such questions of equality is final; and (3) that all substitutions will be made at no increase in cost to the Owner.

D. Upon receipt of written approval from Architect, Contractor may proceed with substitution providing Contractor assumes full responsibility for, and makes, at his own expense, any changes or adjustments in construction or connection with other work that may be required by the substitution of such materials, equipment or methods. In the event of any adverse decisions by the Architect no claim of any sort shall be made or allowed against the Owner.

**PART 3 - EXECUTION**

3.1 **WORKMANSHIP**

A. The quality of workmanship required, for each trade, in the execution of work shall be the finest and highest obtainable in that trade working with the materials specified. Workmanship shall be satisfactory to the Architect and his decision as to acceptable quality is final.

B. Workmanship proven to be of poor quality or unsatisfactory in the commissioning phase of the project as deemed by the Architect shall be removed and replaced to the satisfaction of the Architect.
3.2 EQUIPMENT PERFORMANCE

A. All equipment, devices, controls, and hardware shall be proven to operate successfully throughout the guarantee period. Systems shall be proven during all-weather seasons and be demonstrated to affect the design conditions at times. System components or equipment items that fail to consistently deliver the design conditions shall be removed and replaced as directed by the Architect. The cost of required equipment replacements shall be borne by the Contractor.

B. All equipment shall be tested after installation and be proven to deliver the manufacturers quoted design capacity. When capacity is in question as deemed by the Architect, the Contractor shall perform a detailed and comprehensive field performance test to certify the equipment capacity. System effect or installed performance factors may not be applied to performance ratings unless they were previously included when the equipment was submitted for approval. Equipment that fails to deliver manufacturers quoted design capacity shall be removed and replaced at the Contractor's expense.

C. Workmanship proven to be of poor quality or unsatisfactory in the commissioning phase of the project as deemed by the Architect shall be removed and replaced to the satisfaction of the Architect.

3.3 EQUIPMENT CONNECTIONS

A. All equipment shall be installed and connected in accordance with the best engineering practice and in accordance with manufacturer's instructions and recommendations. Auxiliary piping, piping specialties, water seals, valves, and electric connections recommended by the manufacturer, required by code or required for proper operation shall be provided.

3.4 CUTTING AND PATCHING

A. Cutting and patching associated with the work shall be performed in a neat and workmanlike manner. Existing surfaces, which are damaged by the Contractor, shall be repaired or provided with new materials. All patching shall be done with materials and methods similar to existing adjacent work, subject to approval of the Architect. Structural members shall not be cut or penetrated. Holes cut through concrete and/or masonry to accommodate new work shall be cut by reciprocating or rotary, non-percussive methods.

B. Patching of areas disturbed by installation of new work shall match existing adjacent surfaces in material, texture, and color.

3.5 PROTECTION OF EXISTING WORK

A. When working in and around the building, extreme care shall be exercised with regard to protection of the structure and mechanical services. Repair or replace, to the satisfaction of the Architect, any existing work damaged in the performance of the new work.
3.6 SURVEYS AND MEASUREMENTS

A. Base all measurements (both horizontal and vertical) from established bench marks. All work shall agree with these established lines and levels. Verify all measurements at site and check correctness of same as related to the work. Verify locations of existing utilities and inverts of same prior to the start of any systems shown connecting to existing utilities.

B. Should the Contractor discover any discrepancy between actual measurements or conditions, and those indicated, which prevent following good practice or the intent of the drawings and specifications, he shall notify the Architect and shall not proceed with his work until he has received instruction from the Architect.

3.7 HANDLING AND STORAGE OF MATERIAL

A. Proper and suitable tools, equipment and appliances for the safe and convenient handling and placing of all materials and equipment shall be used. During loading, unloading, and placing, care shall be taken in handling the equipment and materials so that no equipment or materials are damaged.

B. All equipment delivered to the job site shall be stored on pedestals, above the ground and under roof or other approved covering. All enclosures for equipment shall be weatherproof. All motors, drives, switchgear, panels, etc. which are not totally enclosed, that are involved in the work, shall be stored in a heated, dry, water protected area with a minimum temperature of fifty degrees (50) Fahrenheit. All valves shall be stored under roof on wood pedestals, above ground. All insulation shall be stored under roof or in trailers, adequately protected from the weather. The Contractor shall follow all written instructions and recommendations of the manufacturer and all requirements of the Architect in oiling, protection and maintenance of equipment during storage. It shall be the Contractor’s complete responsibility for the storage and care of the equipment and materials.

C. If any equipment and/or materials are found to be in poor condition at the time of installation the Architect may, at his discretion, order the Contractor to furnish and install new equipment and/or material at no cost to the Owner.

3.8 COOPERATION WITH OTHER TRades

A. Mechanical trades shall give full cooperation to other trades and shall furnish in writing, with copies to Architect any information necessary to permit the work of all trades to be installed satisfactorily and with least possible interference or delay. Exact location of all mechanical and equipment, devices, etc. in finished spaces shall be coordinated with Architectural reflected ceiling plans, elevations and details.

3.9 CLEANING AND PAINTING

A. Thoroughly clean all exposed surfaces of equipment and material and leave in a neat, clean condition.
B. Restore and touch-up factory finishes which have been damaged during construction.

3.10 ACCESSIBILITY

A. Equipment shall be installed per manufacturer’s recommended clearance guidelines with sufficient space for maintenance personnel service, operate, and maintain equipment.

B. Equipment deemed inaccessible by the Architect shall be reworked by the Contractor at no expense to the Owner.

3.11 EQUIPMENT BASES AND SUPPORTS

A. Concrete bases, curbs, and supports will be furnished and installed under this Division.

B. The size of the foundation bolts shall be as recommended by the manufacturer.

C. All equipment shall be set on the foundations, shimmed level with steel shims, and grouted up under base for uniform bearing by the Subcontractor.

D. The type and size of the supporting channels and supplementary steel shall be determined by the Subcontractor and shall be of sufficient strength and size to allow only a minimum deflection in conformance with the manufacturer's requirements for loading.

3.12 DEMOLITION

A. All existing piping, conduit, equipment, ductwork, and materials not required for re-use or re-installation shall be removed. Any existing materials and equipment which are removed and are desired by the Owner, or are indicated to remain the property of the Owner, shall be delivered to him on the premises by the Contractor where directed by the Architect. All other materials and equipment which are removed shall become the property of the Contractor and shall be removed by him from the premises.

3.13 CONNECTIONS AND ALTERATIONS TO EXISTING WORK

A. When existing mechanical work is removed, all pipes, valves, ducts, and materials shall be removed to a point below the finished floors or behind finished walls and capped. Such points shall be far enough behind finished surfaces to allow for the installation of the normal thickness of finished material.

B. When the work specified hereinafter connects to existing equipment, piping, or ductwork, the Contractor shall perform all necessary alterations, cuttings, or fitting of existing work as may be necessary or required to make satisfactory connections between the new and existing work and to leave the completed work in a finished and workmanlike condition, to the entire satisfaction of the Architect.
C. When the work specified hereinafter or under other divisions of the contract necessitates relocation of existing equipment, piping, or ductwork, the Contractor shall perform all work and make all necessary changes to existing work as may be required to leave the completed work in a finished and workmanlike condition, to the satisfaction of the Architect. All work resulting in an extra to the contract shall be approved by the Owner and Architect before proceeding.

D. All cutting and patching necessary for the installation of the mechanical work shall be done under this Division. Any damage done to the work already in place shall be repaired at the Contractor's expense. Patching shall be uniform in appearance and shall match the surrounding surface.

E. When the work specified hereinafter connects to existing piping, to avoid possible cross-connection of supply and return lines, the Contractor shall field verify the configuration of supply and return lines, using an appropriate temperature sensing or pressure device, before making final connections. Any discrepancy between construction documents and field verification should be promptly reported to the Architect before completing piping installation, so proper piping configuration can be verified.

3.14 INTERUPTION OF EXISTING UTILITIES

A. Notify the Owner in writing at least ten (10) calendar days in advance of any required shutdown of water, sewage, gas, electrical service or other utility. Upon written receipt of approval from Owner, shutdowns shall be performed between the hours of six (6) p.m. and six (6) a.m. including clean-up or as directed otherwise and shall be accomplished at no additional cost.

B. At the end of each interruption, all services shall be restored so that normal use of the building can continue.

3.15 MOLD AND CONDENSATION PREVENTION DURING CONSTRUCTION

A. Piping Systems: Cold piping systems shall not be operated prior to insulation and vapor barrier installation in order to prevent condensation on the piping.

B. Air Systems: Air handling systems shall not be operated prior to insulation and vapor barrier installation in order to prevent condensation on the ductwork. Air systems shall not be operated in portions of the building not yet fully enclosed, where systems can be exposed to warm, humid air conditions.

C. Room thermostats shall not be set lower than 74 degrees F.

D. Contractor shall notify the Architect immediately if signs of condensation or mold are discovered.

END OF SECTION 230500
SECTION 230513 - COMMON MOTOR REQUIREMENTS FOR MECHANICAL EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes general requirements for polyphase, general-purpose, induction motors for use on alternating-current power systems and installed at equipment manufacturer's factory or shipped separately by equipment manufacturer for field installation.

1.3 COORDINATION

A. Coordinate features of motors, installed units, and accessory devices to be compatible with the following:

1. Motor controllers.
2. Torque, speed, and horsepower requirements of the load.
3. Ratings and characteristics of supply circuit and required control sequence.
4. Ambient and environmental conditions of installation location.

1.4 SUBMITTALS

A. Shop Drawings and Product Data: Shop drawings and product data for motors shall be provided with the submittal package for the piece of equipment that it serves. In accordance with Division 01, Section “Submittals” provide the following:

1. Product catalog data: nameplate data and ratings; materials of construction; mounting arrangement, size and location of motor terminal box and conduit entry, grounding lugs and coatings.

B. Warranties

1. In addition to the warranty requirements of the General Conditions, warranties for each motor shall be covered in the warranty for the entire mechanical assembly (fan & motor, pump and motor, etc).

C. Manufacturer Seismic Qualification Certification: Submit certification that motors, accessories, and components will withstand seismic forces defined in Division 23, Section "Mechanical Vibration, Sound and Seismic Controls.” Include the following:

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."

2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.

3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

D. Operation and Maintenance Data: For factory-installed motors to include in emergency, operation, and maintenance manuals.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain factory-installed motors through one source from a single manufacturer.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

C. Comply with NFPA 70, "National Electrical Code."

D. NRTL Listing: Motors shall be NRTL-listed.
   1. Term "Listed": As defined in "National Electrical Code," Article 100.
   2. Listing Agency Qualifications: "Nationally Recognized Testing Laboratory" (NRTL) as defined in OSHA Regulation 1910.

E. Comply with NEMA MG 1, "Motors and Generators."

F. Comply with UL 1004, "Motors, Electric."

G. Provide factory test reports in accordance with Part 2 of this Section.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Whenever possible, motor and driven equipment shall be shipped complete as an entire assembly.

B. Inspect equipment immediately upon arrival and any irregularities or damage shall be reported to the Manufacturer/Supplier immediately.

C. Store in accordance with manufacturer’s recommendations.

1.7 IDENTIFICATION

A. Nameplates: All motors shall have a stainless steel nameplate attached with stainless steel fasteners on the motor. The nameplate shall be stamped with nameplate markings listed in NEMA MG 1 20.60, plus the following:
COMMON MOTOR REQUIREMENTS FOR MECHANICAL EQUIPMENT

1. Manufacturer
2. Model Number
3. Serial Number
4. Nominal efficiency
5. Minimum efficiency
6. Temperature Rise
7. Bearing manufacturer’s name and catalog number

PART 2 - PRODUCTS

2.1 GENERAL MOTOR REQUIREMENTS

A. Comply with NEMA MG 1 unless otherwise indicated.

B. Motor requirements apply to factory-installed motors except as follows:
   1. Different ratings, performance, or characteristics for motor are specified in another Section.
   2. Motorized-equipment manufacturer requires ratings, performance, or characteristics, other than those specified in this Section, to meet performance specified.

C. Contractor assumes responsibility for the correct direction of rotation required by the equipment drives. In the event of damage due to reverse rotation, the equipment shall be repaired or replaced at no charge to the Owner.

D. Motor Bearings: Motor bearings shall be specifically designed for the drive application, and shall be approved by the Engineer. Bearings shall have a minimum bearing life of B-10 or L-10 as defined by the AFBMA. Bearings shall be designed to carry the total hydraulic and static thrust developed by the driven load. Bearings shall be grease or oil lubricated. Oil lubricated motors shall be fitted with gravity-feed oil reservoirs. Grease lubricated bearings shall be regreaseable (not sealed) and shall be supplied with grease fittings and drain plugs. Medium voltage and variable frequency controlled motor bearings shall be electrically isolated from the shaft on at least one end to prevent transmission of electric current. Current drain brushes shall be fitted where it is necessary to divert the flow of electrical current from bearings. Bearings, housing and brackets shall be constructed to permit access, removal and replacement of the bearings without disassembly of the motor.

E. Rotor: The rotor shall be dynamically and statically balanced. Assembled motor shall be tested at the factory in accordance with latest applicable NEMA MG 1and IEEE 112 methods of testing, and balanced at no more than 0.001 inches total peak-to-peak deflection on the bearing housing and the shaft. Overall vibration readings, including all vibration frequencies, shall be taken and recorded at no load and design speed.

F. Terminal Box: Motors shall have a watertight cable terminal box. Terminal box shall be oversized, diagonally split, and rotatable in 90o increments to allow conduit and cable entry from top, bottom and sides.
COMMON MOTOR REQUIREMENTS FOR MECHANICAL EQUIPMENT
contactor (controller) used to establish the "run" operating mode for the motor driven equipment.

Q. Locked rotor kVA shall not exceed NEMA Code Letter F for motors over 10 horsepower.

R. Motors shall have the following enclosure types in accordance with NEMA MG 1:
   1. For clean dry indoor areas: open drip proof (ODP) fully-guarded

2.2 MOTOR CHARACTERISTICS

A. Duty: Continuous duty at ambient temperature of 105 deg F and at altitude of 3300 feet above sea level.

B. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.

C. Motors ½ HP and Larger: Three phase, unless otherwise indicated.

D. Frequency Rating: 60 Hz.

E. Voltage Rating: NEMA standard voltage selected to operate on nominal circuit voltage to which motor is connected.

2.3 POLYPHASE MOTORS

A. Description: NEMA MG 1, Design B, medium induction motor.

B. Efficiency: Premium efficient, as defined in NEMA MG 1.

C. Service Factor: 1.15.

D. Stator: Copper windings, unless otherwise indicated.
   1. Multispeed Motors: Separate winding for each speed.


F. Bearings: Regreasable, shielded, antifriction ball bearings suitable for radial and thrust loading.

G. Temperature Rise: One temperature rise one class below the insulation rating class; for example, Class B temperature rise with Class F insulation.

H. Insulation: Class F, unless otherwise indicated.

I. Code Letter Designation:
   1. Motors 15 HP and Larger: NEMA starting Code F or Code G.
   2. Motors Smaller Than 15 HP: Manufacturer's standard starting characteristic.
J. Enclosure Material: Cast iron for motor frame sizes 324T and larger; rolled steel for motor frame sizes smaller than 324T.

2.4 ADDITIONAL REQUIREMENTS FOR POLYPHASE MOTORS

A. Motors Used with Reduced-Voltage and Multispeed Controllers: Match wiring connection requirements for controller with required motor leads. Provide terminals in motor terminal box, suited to control method.

B. Motors Used with Variable-Frequency Controllers: Ratings, characteristics, and features coordinated with and approved by controller manufacturer.
   1. Windings: Copper magnet wire with moisture-resistant insulation varnish, designed and tested to resist transient spikes, high frequencies, and short time rise pulses produced by pulse-width-modulated inverters.
   2. Premium-Efficient Motors: Class B temperature rise; Class F insulation.
   3. Inverter-Duty Motors: Class F temperature rise; Class H insulation.
   4. Thermal Protection: Comply with NEMA MG 1 requirements for thermally protected motors.

C. Severe-Duty Motors: Comply with IEEE 841, with 1.15 minimum service factor.

PART 3 - EXECUTION

3.1 COMMISSIONING

A. Check operating motors for unusual conditions during normal operation. Coordinate with the commissioning of the equipment for which the motor is a part.

B. Report unusual conditions.

C. Correct deficiencies.

END OF SECTION 230513
SECTION 230519 - METERS AND GAGES FOR HVAC PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Digital light-activated thermometers.
   2. Gage attachments.
   3. Test plugs.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For meters and gages to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 DIGITAL LIGHT-ACTIVATED THERMOMETERS

A. Direct-Mounted, Light-Activated Thermometers:
   1. Basis-of-Design Product: Subject to compliance with requirements, provide Weiss DVU35 or comparable product by one of the following:
      a. Trerice, H. O. Co.
      b. Weiss Instruments, Inc.
      c. Weksler Glass Thermometer Corp.
   2. Case: Hi-impact ABS.
   3. Scale(s): Deg F, -50°F to 300°F.
   5. Display: Digital, 1/2” digits.
   6. Accuracy: 1% of reading or 1°F, whichever is greater
   7. Resolution: 1/10° between -19.9°F to 199.9°F
   8. Recalibration: Through case potentiometer adjustment
   9. Lux rating: 10 Lux (one foot-candle)
10. Update: 10 seconds
11. Ambient Operating Temperature: -30°F to 140°F
12. Ambient Temperature Error: Zero
13. Ambient Operating Humidity: 100%
16. Stem: Aluminum and of length to suit installation.
   a. Design for Thermowell Installation: Bare stem.

2.2 GAGE ATTACHMENTS

A. Snubbers: ASME B40.100, brass; with NPS 1/4 or NPS 1/2, ASME B1.20.1 pipe threads and piston or porous-metal-type surge-dampening device. Include extension for use on insulated piping.

B. Valves: Brass ball, with NPS 1/4 or NPS 1/2, ASME B1.20.1 pipe threads.

2.3 TEST PLUGS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Ashcroft, Inc.
   2. Trerice, H. O. Co.
   3. Watts Regulator Co.; a div. of Watts Water Technologies, Inc.
   4. Weiss Instruments, Inc.

B. Description: Test-station fitting made for insertion into piping tee fitting.

C. Body: Brass or stainless steel with core inserts and gasketed and threaded cap. Include extended stem on units to be installed in insulated piping.

D. Thread Size: NPS 1/4 or NPS 1/2, ASME B1.20.1 pipe thread.

E. Minimum Pressure and Temperature Rating: 500 psig at 200 deg F.

F. Core Inserts: Chlorosulfonated polyethylene synthetic and EPDM self-sealing rubber.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install thermowells with socket extending to center of pipe and in vertical position in piping tees.

B. Install thermowells of sizes required to match thermometer connectors. Include bushings if required to match sizes.
C. Install thermowells with extension on insulated piping.

D. Fill thermowells with heat-transfer medium.

E. Install direct-mounted thermometers in thermowells and adjust vertical and tilted positions.

F. Install test plugs in piping tees.

G. Install thermometers in the following locations:
   1. Inlet and outlet of each hydronic coil in blower coil units.

3.2 CONNECTIONS

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

3.3 ADJUSTING

A. After installation, calibrate meters according to manufacturer's written instructions.

B. Adjust faces of meters and gages to proper angle for best visibility.

3.4 THERMOMETER SCALE-RANGE SCHEDULE

A. Scale Range for Chilled-Water Piping: 0 to 100 deg F.

END OF SECTION 230519
SECTION 230523 - VALVES FOR HVAC PIPING

PART 1 - GENERAL

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

1.2 SUMMARY
A. Section Includes:
   1. Ball valves

1.3 ACTION SUBMITTALS
A. Product Data: For each type of valve.

1.4 DELIVERY, STORAGE, AND HANDLING
A. Prepare valves for shipping as follows:
   1. Protect internal parts against rust and corrosion.
   2. Protect threads and solder ends.
B. Use the following precautions during storage:
   1. Maintain valve end protection.
   2. Store valves indoors and maintain at higher-than-ambient dew point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR VALVES
A. Refer to valve schedule articles for applications of valves.
B. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.
C. ASME Compliance:
1. ASME B1.20.1 for threads for threaded-end valves.
2. ASME B16.18 for solder joint.
3. ASME B31.9 for building services piping valves.

D. Bronze valves shall be made with dezincification-resistant materials. Bronze valves made with copper alloy (brass) containing more than 15 percent zinc are not permitted.

E. Valve Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.

F. Valve Sizes: Same as upstream piping unless otherwise indicated.

G. Valve Bypass and Drain Connections: MSS SP-45.

H. Valves in Insulated Piping:
   1. Include 2-inch stem extensions with protective sleeves that allow operation of valves without breaking vapor seals or disturbing insulation. For systems operating below 60 deg F, provide extended operating handles of nonthermal-conductive material.

2.2 BALL VALVES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Apollo Flow Controls; Conbraco Industries, Inc.
   2. Crane; Crane Energy Flow Solutions
   3. Hammond Valve
   4. Jamesbury; Metso
   5. KITZ Corporation
   6. Milwaukee Valve Company
   7. NIBCO INC.
   8. WATTS

B. Bronze Ball Valves, Two-Piece with Full Port and Stainless-Steel Trim:
   1. Description:
      b. SWP Rating: 150 psig.
      c. CWP Rating: 600 psig.
      d. Body Design: Two piece.
      e. Body Material: Bronze.
      f. Ends: Threaded or soldered.
      g. Seats: PTFE.
      h. Stem: Stainless steel.
      i. Ball: Stainless steel, vented.
      j. Port: Full.
      k. Handle: Steel, coated lever.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.

B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.

C. Examine threads on valve and mating pipe for form and cleanliness.

D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.

E. Do not attempt to repair defective valves; replace with new valves.

3.2 VALVE INSTALLATION

A. Valves shall be provided where indicated on the drawings and as herein specified.

B. Install shut-off valves in piping where shown and where listed below:
   1. To isolate all items of equipment.
   2. To isolate branch lines and riser at mains.

C. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.

D. Locate valves for easy access and provide separate support where necessary.

E. Install valves in horizontal piping with stem at or above center of pipe.

F. Install valve tags. Comply with requirements in Section 230553 "Identification for HVAC Piping and Equipment" for valve tags and schedules.

3.3 ADJUSTING

A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

3.4 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

A. If valves with specified CWP ratings are unavailable, the same types of valves with higher CWP ratings may be substituted.
B. Select valves with the following end connections:
   1. For Copper Tubing, NPS 2 and Smaller: Threaded ends except where solder-joint valve-end option is indicated in valve schedules.
   2. For Copper Tubing, NPS 2-1/2 to NPS 4: Flanged ends except where threaded valve-end option is indicated in valve schedules.

3.5 CHILLED-WATER VALVE SCHEDULE

A. Ball Valves:
   1. Pipe NPS 2-1/2 and Larger: Bronze ball valves, two piece, with full port and stainless-steel trim.
      a. Valves may be provided with solder-joint ends instead of threaded ends.

END OF SECTION 230523
SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

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

1.2 SUMMARY
   A. Section Includes:
      1. Metal pipe hangers and supports.

1.3 ACTION SUBMITTALS
   A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS
   A. Structural Performance: Hangers and supports for HVAC piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.

2.2 METAL PIPE HANGERS AND SUPPORTS
   A. Carbon-Steel Pipe Hangers and Supports:
      1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
      2. Galvanized Metallic Coatings: Pregalvanized, hot-dip galvanized, or electro-galvanized.
      3. Nonmetallic Coatings: Plastic coated or epoxy powder coated.
      4. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.

2.3 FASTENER SYSTEMS
   A. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Hilti, Inc.
   b. ITW Ramset/Red Head; Illinois Tool Works, Inc.
   c. MKT Fastening, LLC
   d. Simpson Strong-Tie Co., Inc.

B. Mechanical-Expansion Anchors: Insert-wedge-type anchors, for use in hardened portland cement concrete, with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. B-line, an Eaton business
   b. Hilti, Inc.
   c. ITW Ramset/Red Head; Illinois Tool Works, Inc.
   d. MKT Fastening, LLC
2. Indoor Applications: Zinc-coated or stainless steel.

C. Per IBC Section 1912 and ACI 318 Appendix D, all concrete anchors within the scope of ACI 318 require approved anchors for crack concrete. Attachment devices shall have certified load test data from an independent test laboratory and shall be capable of carrying a minimum of five times the design load. The concrete anchors for the following supported items need to meet the crack concrete requirements:
1. Any suspended pipe, larger than 2", regardless of material.
2. All components with an Ip 1.5.
3. All components required to function after a seismic event.
5. All suspended HVAC and air distribution equipment, including air handling units, supply air terminal units, fan coil units and fans.

2.4 MATERIALS

A. Carbon Steel: ASTM A 1011/A 1011M.

B. Threaded Rods: Continuously threaded. Zinc-plated or galvanized steel for indoor applications and stainless steel for outdoor applications. Mating nuts and washers of similar materials as rods.

PART 3 - EXECUTION

3.1 APPLICATION

A. Strength of Support Assemblies: Where not indicated, select sizes of components, so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported operating components with a design safety factor of not less than five.
3.2 HANGER AND SUPPORT INSTALLATION

A. Metal Pipe-Hanger Installation: Comply with MSS SP-58. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.

B. Fastener System Installation:
   1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches thick in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.
   2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.

C. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.

D. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.

E. Install lateral bracing with pipe hangers and supports to prevent swaying.

F. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.

G. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

H. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.

I. Insulated Piping:
   1. Attach clamps and spacers to piping.
      a. Do not exceed pipe stress limits allowed by ASME B31.9 for building services piping.
   2. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
   3. Shield Dimensions for Pipe: Not less than the following:
      a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.

J. In no case shall wire or perforated strap be used for pipe or conduit support.

3.3 ADJUSTING

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

3.4 HANGER AND SUPPORT SCHEDULE

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

B. Comply with MSS SP-58 for pipe-hanger selections and applications that are not specified in piping system Sections.

C. Use carbon-steel pipe hangers and supports and metal trapeze pipe hangers and attachments for general service applications with field-applied finish.

D. Use hangers and supports with electro-galvanized coatings for piping and equipment that will not have field-applied finish.

E. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.

F. Use copper-plated pipe hangers and copper attachments for copper piping and tubing.

G. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
   1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated, stationary pipes NPS 1/2 to NPS 30.

H. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
   1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
   2. Steel Clevises (MSS Type 14): For 120 to 450 deg F piping installations.
   3. Swivel Turnbuckles (MSS Type 15): For use with MSS Type 11, split pipe rings.
   4. Malleable-Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.

I. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
   1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
   2. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.

J. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
   1. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.

K. Use powder-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.
END OF SECTION 230529
SECTION 230548 - VIBRATION AND SEISMIC CONTROLS FOR HVAC

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. The International Building Code and ASCE/SEI 7 Standard apply to all work associated with the seismic installation of all new mechanical piping and equipment. Refer to Structural drawings and ASCE/SEI 7 for seismic and wind loads and additional information.

1.2 SUMMARY

A. Section Includes:
   1. Elastomeric isolation pads.
   2. Elastomeric hangers.
   3. Snubbers.
   4. Restraint channel bracings.
   5. Restraint cables.
   7. Mechanical anchor bolts.
   8. Adhesive anchor bolts.

1.3 DEFINITIONS

A. ASCE/SEI: American Society of Civil Engineers/Structural Engineering Institute


D. OSHPD: Office of Statewide Health Planning & Development (for the State of California).

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.
   2. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of vibration isolation device and seismic-restraint component required.
      a. Tabulate types and sizes of seismic restraints, complete with report numbers and rated strength in tension and shear as evaluated by an evaluation service member of ICC-ES, OSHPD or an agency acceptable to authorities having jurisdiction.
      b. Annotate to indicate application of each product submitted and compliance with requirements.
3. Interlocking Snubbers: Include ratings for horizontal, vertical, and combined loads.

B. Shop Drawings:
   1. Detail fabrication and assembly of equipment bases. Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.
   2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.

C. Delegated-Design Submittal: For each vibration isolation and seismic-restraint device.
   1. Include design calculations and details for selecting vibration isolators, seismic restraints, and vibration isolation bases complying with performance requirements, design criteria, and analysis data signed and sealed by the manufacturer’s qualified professional engineer responsible for their preparation.
      a. Provide approved submittals of all equipment and systems required to have seismic and wind restraint to the seismic restraint provider for use in making calculations and selecting the appropriate seismic restraint devices and systems.
   2. Design Calculations: Calculate static and dynamic loading due to equipment weight, operation, and seismic and wind forces required to select vibration isolators and seismic and wind restraints and for designing vibration isolation bases.
      a. Coordinate design calculations with wind load calculations required for equipment mounted outdoors. Comply with requirements in other Sections for equipment mounted outdoors.
   3. Seismic-Restraint Details:
      a. Design Analysis: To support selection and arrangement of seismic and wind restraints. Include calculations of combined tensile and shear loads.
      b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to the restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events. Indicate association with vibration isolation devices.
      c. Preapproval and Evaluation Documentation: By an evaluation service member of ICC-ES, OSHPD or an agency acceptable to authorities having jurisdiction, showing maximum ratings of restraint items and the basis for approval (tests or calculations).

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7 and that is acceptable to authorities having jurisdiction.

B. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.

C. Seismic-restraint devices shall have horizontal and vertical load testing and analysis and shall bear anchorage preapproval OPA number from OSHPD, preapproval by ICC-ES, or preapproval by another agency acceptable to authorities having jurisdiction, showing maximum
PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Seismic-Restraint Loading:
   1. Site Class as Defined in the IBC: D.
   2. Assigned Seismic Use Group or Building Category as Defined in the IBC: III.
      a. Component Importance Factor: 1.0

2.2 GENERAL

A. Select vibration isolating units for the lowest operating speed of equipment, so designed that natural frequency of equipment and base mass is not less than 1.5 times the lowest operating frequency of the moving equipment, but not a multiple or harmonic of the base frequency. Furnish vibration isolation producing a uniform loading and deflection even when equipment weight is not evenly distributed, vibration isolation shall be stable during starting and stopping of equipment without excessive traverse and eccentric movement of equipment.

B. The installed vibration isolation system for each floor mounted item of equipment shall have a maximum lateral motion under equipment start up and shut down conditions of 1/4 inch. Motions in excess shall be restrained by approved spring type mounting.

C. The type of isolation, base, and minimum static deflection shall be as required for each specific equipment application, but not less than that specified herein when supported on a solid concrete structural slab having a thickness of not less than four (4) inches. Should vibration isolators installed for the equipment prove inadequate to prevent transmission of equipment vibrations to the building structure or limit equipment vibration originated noise in the building spaces to acceptable levels, the isolators shall be replaced with units having the largest deflection that can be practicably installed.

2.3 ELASTOMERIC ISOLATION PADS

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

2.4 ELASTOMERIC HANGERS

A. Elastomeric Mount in a Steel Frame with Upper and Lower Steel Hanger Rods:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Ace Mountings Co., Inc.
   b. California Dynamics Corporation
   c. Isolation Technology, Inc
   d. Kinetics Noise Control, Inc.
   e. Mason Industries, Inc.
   f. Vibration Eliminator Co., Inc.
   g. Vibration Isolation Co., Inc.
   h. Vibration Mountings & Controls/Korfund.
   i. Vibro-Acoustics, Inc.
2. Frame: Steel, fabricated with a connection for an upper threaded hanger rod and an opening on the underside to allow for a maximum of 30 degrees of angular lower hanger-rod misalignment without binding or reducing isolation efficiency.
3. Dampening Element: Molded, oil-resistant rubber, neoprene, or other elastomeric material with a projecting bushing for the underside opening preventing steel to steel contact.

2.5 SNUBBERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Kinetics Noise Control, Inc
2. Mason Industries, Inc.
3. Novia; A Division of C&P
4. Vibration Mountings & Controls, Inc

B. Description: Factory fabricated using welded structural-steel shapes and plates, anchor bolts, and replaceable resilient isolation washers and bushings.
1. Anchor bolts for attaching to concrete shall be seismic-rated, drill-in, and stud-wedge or female-wedge type.
2. Resilient Isolation Washers and Bushings: Oil- and water-resistant neoprene.
3. Maximum 1/4-inch air gap, and minimum 1/4-inch- thick resilient cushion.
2.6 RESTRAINT CABLES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Gripple Inc.
2. Kinetics Noise Control, Inc.
3. Mason Industries, Inc.
4. Novia; A Division of C&P
5. Vibration & Seismic Technologies, LLC
6. Vibration Mountings & Controls, Inc.

B. Restraint Cables: ASTM A 603 galvanized-steel cables. End connections made of steel assemblies with thimbles, brackets, swivel, and bolts designed for restraining cable service; with a minimum of two clamping bolts for cable engagement.

2.7 SEISMIC-RESTRAINT ACCESSORIES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. B-line, an Eaton business
2. Kinetics Noise Control, Inc.
3. Mason Industries, Inc.
4. Novia; A Division of C&P
5. TOLCO
6. Vibration & Seismic Technologies, LLC

B. Hanger-Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections or reinforcing steel angle clamped to hanger rod.

C. Hinged and Swivel Brace Attachments: Multifunctional steel connectors for attaching hangers to rigid channel bracings and restraint cables.

D. Bushings for Floor-Mounted Equipment Anchor Bolts: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchor bolts and studs.

E. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices used.

F. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.

2.8 MECHANICAL ANCHOR BOLTS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. B-line, an Eaton business
2. Hilti, Inc.
4. Mason Industries, Inc.

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

2.9 ADHESIVE ANCHOR BOLTS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Hilti, Inc.
   2. Kinetics Noise Control, Inc.
   3. Mason Industries, Inc.

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

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and equipment to receive vibration isolation and seismic- and wind-control devices for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in of reinforcement and cast-in-place anchors to verify actual locations before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

A. Hanger-Rod Stiffeners: Install hanger-rod stiffeners where required to prevent buckling of hanger rods due to seismic forces.

B. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength is adequate to carry present and future static and seismic loads within specified loading limits.
3.3 VIBRATION CONTROL AND SEISMIC-RESTRAINT DEVICE INSTALLATION

A. Coordinate the location of embedded connection hardware with supported equipment attachment and mounting points and with requirements for concrete reinforcement and formwork specified in Division 03.

B. Installation of vibration isolators must not cause any change of position of equipment, piping, or ductwork resulting in stresses or misalignment.

C. Unless otherwise indicated, all floor-mounted equipment shall be set on four (4) inch high concrete housekeeping pads. Housekeeping pads shall rest on a structural floor and shall be reinforced with steel rods and interconnected with floor.

D. Equipment Restraints:
   1. Install seismic snubbers on HVAC equipment mounted on vibration isolators. Locate snubbers as close as possible to vibration isolators and bolt to equipment base and supporting structure.
   2. Install resilient bolt isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch.
   3. Install seismic-restraint devices using methods approved by an evaluation service member of ICC-ES, OSHPD or an agency acceptable to authorities having jurisdiction that provides required submittals for component.

E. Piping Restraints:
   1. Comply with requirements in MSS SP-127.
   2. Space lateral supports a maximum of 40 feet o.c., and longitudinal supports a maximum of 80 feet o.c.
   3. Brace a change of direction longer than 12 feet.

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

G. Equipment Bases:
   1. Concrete Bases: Anchor equipment to concrete base according to supported equipment manufacturer's written instructions for seismic codes at Project site.
      a. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of the base.
      b. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base and anchor into structural concrete floor.
      c. Place and secure anchorage devices. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
      d. Install anchor bolts to elevations required for proper attachment to supported equipment.
      e. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

H. Install seismic-restraint devices using methods approved by an evaluation service member of ICC-ES, OSHPD or an agency acceptable to authorities having jurisdiction that provides required submittals for component.
I. Install bushing assemblies for anchor bolts for floor-mounted equipment, arranged to provide resilient media between anchor bolt and mounting hole in concrete base.

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

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

3.4 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

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

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Tests and Inspections:
   1. Provide evidence of recent calibration of test equipment by a testing agency acceptable to authorities having jurisdiction.
   2. Schedule test with Owner, through Architect, before connecting anchorage device to restrained component (unless post-connection testing has been approved), and with at least seven days' advance notice.
   4. Test at least four of each type and size of installed anchors and fasteners selected by Architect.
   5. Test to 90 percent of rated proof load of device.
7. Measure isolator deflection.
8. Verify snubber minimum clearances.

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

D. Prepare testing agency test and inspection reports.

E. Manufacturer’s Inspection:
   1. A representative of the isolation materials manufacturer shall inspect the completed system and report in writing any installation errors, improperly selected isolation or restraint devices, or other faults that could affect the performance of the system.
   2. Contractor shall submit manufacturer’s representative’s final report indicating all isolation as being properly installed or requiring correction. If corrections are required, include steps to be taken to properly complete the isolation work.

3.6 ADJUSTING

   A. Adjust isolators after piping system is at operating weight.

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

3.7 VIBRATION ISOLATION AND SEISMIC-RESTRAINT SCHEDULE

   A. Floor Mounted Blower Coil Unit:
      1. Isolation Type: Elastomeric Isolation Pad
      2. Base Deflection: 0.5”

   B. First Two (2) Pipe Hangers near Isolated Equipment:
      1. Isolation Type: Elastomeric Hanger
      2. Deflection:
         a. Piping 3-inches and smaller: 0.5”

END OF SECTION 230548
SECTION 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Equipment labels.
   2. Pipe labels.
   3. Valve tags.

1.3 ACTION SUBMITTALS

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

B. Equipment Label Schedule: Include a listing of all equipment to be labeled with the proposed content for each label.

C. Pipe Label Schedule: Include a listing of all piping to be labeled with the proposed content for each label.

D. Valve numbering scheme.

E. Valve Schedules: For each piping system to include in maintenance manuals. Include Service Abbreviation, Number Sequence, Valve Location and Valve Function.

PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

A. Labels for Equipment:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Brady Corporation
      b. Brimar Industries, Inc.
      c. Carlton Industries, LP
      d. Craftmark Pipe Markers
      e. Kolbi Pipe Marker Co.
      f. LEM Products Inc.
2.2 PIPE LABELS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Brady Corporation
   2. Brimar Industries, Inc.
   3. Carlton Industries, LP
   4. Craftmark Pipe Markers
   5. Kolbi Pipe Marker Co.
   6. LEM Products Inc.
   7. Seton Identification Products

B. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.

C. Pretensioned Pipe Labels: Precoiled, semirigid plastic
   1. For Pipes With an Overall Pipe Diameter of 8” or less: Formed to cover full circumference of pipe and to attach to pipe without fasteners or adhesive.

D. Self-Adhesive Pipe Labels:
   1. For Pipes With an Overall Pipe Diameter of 3/4” or less: Printed plastic with contact-type, permanent-adhesive backing.

E. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings; also include pipe size and an arrow indicating flow direction.
   1. Flow-Direction Arrows: Integral with piping-system service lettering to accommodate both directions or as separate unit on each pipe label to indicate flow direction.
   2. Lettering Size: Size letters according to ASME A13.1 for piping.
2.3 VALVE TAGS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Brady Corporation
   2. Brimar Industries, Inc.
   3. Carlton Industries, LP
   4. Craftmark Pipe Markers
   5. Kolbi Pipe Marker Co.
   6. LEM Products Inc.
   7. Seton Identification Products

B. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch numbers.
   1. Tag Material: Brass, 1-1/2 diameter, 0.032-inch minimum thickness, and having predrilled or stamped holes for attachment hardware. If necessary, to accommodate longer abbreviations or number sequences increase tag size to 2” in diameter.
   2. Fasteners: Brass wire-link chain or beaded chain.

C. Valve Markers: Engraved phenolic plastic nameplates with 3/4-inch white surface and 1/4-inch tall black lettering.
   1. Fasteners: Epoxy.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

B. Coordinate installation of identifying devices with locations of access panels and doors.

C. Install identifying devices before installing acoustical ceilings and similar concealment.

3.3 EQUIPMENT LABEL INSTALLATION

A. Install or permanently fasten labels on each major item of mechanical equipment.

B. Locate equipment labels where accessible and visible.
3.4 PIPE LABEL INSTALLATION

A. Pipe Label Locations: Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, crawl spaces and plenums; and exterior exposed locations as follows:
   1. Spaced at maximum intervals of 20 feet along each straight run.
   2. Near each valve and control device.
   3. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
   4. Near each change in direction.

B. Directional Flow Arrows: Arrows shall be used to indicate direction of flow in pipes, including pipes where flow is allowed in both directions.

C. Vertical Piping: Provide strip of adhesive on the inside of pretensioned pipe labels to further secure the marker in a permanent position.

D. Pipe Label Color Schedule:
   1. Chilled-Water Piping:
      a. Background: Safety green.
      c. Designation: CHILLED WATER SUPPLY, CHILLED WATER RETURN

3.5 VALVE-TAG INSTALLATION

A. Install tags on valves and control devices in piping systems, except check valves, valves within factory-fabricated equipment units, shutoff valves, faucets, convenience and lawn-watering hose connections, and similar roughing-in connections of end-use fixtures and units. List tagged valves in a valve schedule.

B. Ceiling valve markers shall be provided for valves above ceilings. Attach valve marker to ceiling grid directly below the valve.

END OF SECTION 230553
SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Balancing air systems.
   2. Balancing hydronic piping systems.
   3. Testing, adjusting, and balancing equipment.
   4. Control system verification.

1.3 DEFINITIONS

B. BAS: Building automation systems.
D. TAB: Testing, adjusting, and balancing.
E. TAB Specialist: An independent entity meeting qualifications to perform TAB work.
F. TDH: Total dynamic head.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: Submit documentation that the TAB specialist and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
B. Certified TAB reports.
C. Sample report forms.
D. Instrument calibration reports, to include the following:
   1. Instrument type and make.
   2. Serial number.
   3. Application.
   4. Dates of use.
5. Dates of calibration.
   a. Calibrate instruments at least every 12 months or more frequently if required by the instrument manufacturer. Keep an updated record of instrument calibration that indicates date of calibration and the name of party performing instrument calibration.

1.5 QUALITY ASSURANCE

A. TAB Specialists Qualifications: Certified by AABC or NEBB.
   1. TAB Field Supervisor: Employee of the TAB specialist and certified by AABC or NEBB.
   2. TAB Technician: Employee of the TAB specialist and certified by AABC or NEBB as a TAB technician.

B. Instrumentation Type, Quantity, Accuracy, and Calibration: Comply with requirements in ASHRAE 111, Section 4, "Instrumentation."


D. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.7.2.3 - "System Balancing."

1.6 COORDINATION

A. Coordinate the efforts of factory-authorized service representatives for systems and equipment, BAS provider, and other mechanics to operate HVAC systems and equipment to support and assist TAB activities.

B. Perform TAB after leakage and pressure tests on air and water distribution systems have been satisfactorily completed.

1.7 FIELD CONDITIONS

A. Full Owner Occupancy: Owner will occupy the site and existing building during entire TAB period. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

1.8 WARRANTY

A. Performance Warranty:
   1. If AABC standards are used, provide a warranty on AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems" forms stating that AABC will assist in completing requirements of the Contract Documents if TAB firm fails to comply with the Contract Documents.
2. If NEBB standards are used, provide a guarantee on NEBB forms stating that NEBB will assist in completing requirements of the Contract Documents if TAB firm fails to comply with the Contract Documents.

B. Warranty includes the following provisions:
   1. The certified TAB firm has tested and balanced systems according to the Contract Documents.
   2. Systems are balanced to optimum performance capabilities within design and installation limits.

PART 2 - PRODUCTS

2.1 TEST INSTRUMENTS

A. Use instruments of equal or better quality than those described in the technical portions of AABC “National Standards for Total System Balance” and NEBB “Procedural Standard for Testing Adjusting and Balancing of Environmental Systems”.

B. Instrumentation shall include, as a minimum, the following items of equipment:
   1. Pressure gauges and fittings.
   2. Dry bulb and wet bulb thermostats.
   3. Contact pyrometer.
   4. Portable flow meter and orifice plates.
   5. Pitot tube and manometers.
   6. Alnor Velometer with attachments.
   7. Amprobe.
   8. Tachometer.
   10. Ultrasonic flow meter.
   11. Special wrenches and tools.

PART 3 - EXECUTION

3.1 TAB SPECIALISTS

A. Subject to compliance with requirements, available TAB specialists that may be engaged include, but are not limited to, the following:
   2. Hall Technology, Inc.
   3. KLG Jones, LLC.
   4. Palmetto Air & Water Balance, Inc.
3.2 EXAMINATION

A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems designs that may preclude proper TAB of systems and equipment.

B. Examine installed systems for balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are applicable for intended purpose and are accessible.

C. Examine the approved submittals for HVAC systems and equipment.

D. Examine design data including HVAC system descriptions, statements of design assumptions for environmental conditions and systems output, and statements of philosophies and assumptions about HVAC system and equipment controls.

E. Examine equipment performance data including fan curves.

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, belts are aligned and tight, filters are clean, and equipment with functioning controls is ready for operation.

I. Examine strainers. Verify that startup screens have been replaced by permanent screens with indicated perforations.

J. Examine control valves for proper installation for their intended function of throttling, diverting, or mixing fluid flows.

K. Examine heat-transfer coils for correct piping connections and for clean and straight fins.

L. Examine operating safety interlocks and controls on HVAC equipment.

M. 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.

3.3 PREPARATION

A. Prepare a TAB plan that includes the following:
   1. Equipment and systems to be tested.
   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 dampers are open and functional.
   d. Clean filters are installed.
   e. Fans are operating, free of vibration, and rotating in correct direction.
   f. Automatic temperature-control systems are operational.
   g. Suitable access to balancing devices and equipment is provided.

2. **Hydronics:**
   a. Verify leakage and pressure tests on water distribution systems have been satisfactorily completed.
   b. Piping is complete with terminals installed.
   c. Systems are flushed, filled, and air purged.
   d. Strainers are pulled and cleaned.
   e. Control valves are functioning per the sequence of operation.
   f. Shutoff and balance valves have been verified to be 100 percent open.
   g. Suitable access to balancing devices and equipment is provided.

### 3.4 GENERAL PROCEDURES FOR TESTING AND BALANCING

**A.** Perform testing and balancing procedures on each system according to the procedures contained in ASHRAE 111 or SMACNA's "HVAC Systems - Testing, Adjusting, and Balancing" and in this Section.

**B.** Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures.
   1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
   2. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish according to Section 230700 "HVAC Insulation."

**C.** Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.

**D.** Take and report testing and balancing measurements in inch-pound (IP) units.

### 3.5 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

**A.** Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Cross-check the summation of required outlet volumes with required fan volumes.

**B.** Prepare schematic diagrams of systems' "as-built" duct layouts.

**C.** Determine the best locations in main and branch ducts for accurate duct-airflow measurements.
D. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.

E. Verify that motor starters are equipped with properly sized thermal protection.

F. Check dampers for proper position to achieve desired airflow path.

G. Check for airflow blockages.

H. Check condensate drains for proper connections and functioning.

I. Check for proper sealing of air-handling-unit components.

J. Verify that air duct system is sealed as specified in Section 233113 "Metal Ducts."

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. Where duct conditions allow, measure airflow by Pitot-tube traverse. If necessary, perform multiple Pitot-tube traverses to obtain total airflow.
      b. If a reliable Pitot-tube traverse is not possible, measure airflow at terminals and calculate the total airflow.
   2. Measure fan static pressures as follows:
      a. Measure static pressure directly at the fan outlet or through the flexible connection.
      b. Report artificial loading of filters at the time static pressures are measured.
   3. Review Record Documents to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.
   4. Obtain approval from Architect for adjustment of fan speed higher or lower than indicated speed. Make required adjustments to pulley sizes, motor sizes, VFD setpoints and electrical connections to accommodate fan-speed changes.
   5. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload occurs. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.

B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows.
   1. Measure airflow of submain and branch ducts.
   2. Adjust submain and branch duct volume dampers for specified airflow.
   3. Re-measure each submain and branch duct after all have been adjusted.

C. Adjust air inlets and outlets for each space to indicated airflows.
   1. Set airflow patterns of adjustable outlets for proper distribution without drafts.
   2. Measure inlets and outlets airflow.
   3. Adjust each inlet and outlet for specified airflow.
   4. Re-measure each inlet and outlet after they have been adjusted.
D. Verify final system conditions.
   1. Re-measure and confirm that minimum outdoor, return, and relief airflows are within design. Readjust to design if necessary.
   2. Re-measure and confirm that total airflow is within design.
   3. Re-measure all final fan operating data, rpms, volts, amps, and static profile.
   4. Mark all final settings.
   5. Test system in economizer mode. Verify proper operation and adjust if necessary.
   6. Measure and record all operating data.
   7. Record final fan-performance data.

3.7 GENERAL PROCEDURES FOR HYDRONIC SYSTEMS

A. Prepare test reports for coils. Obtain approved submittals and manufacturer-recommended testing procedures.

B. Prepare schematic diagrams of systems' "as-built" piping layouts.

3.8 PROCEDURES FOR CONSTANT-FLOW HYDRONIC SYSTEMS

A. Adjust flow-measuring devices installed at terminals to design water flows.
   1. Measure flow at terminals.
   2. Adjust each terminal to design flow.
   3. Re-measure each terminal after it is adjusted.
   4. Position control valves to bypass the coil, and adjust the bypass valve to maintain design flow.
   5. Perform temperature tests after flows have been balanced.

B. For systems with pressure-independent valves at terminals:
   1. Measure differential pressure and verify that it is within manufacturer's specified range.
   2. Perform temperature tests after flows have been verified.

C. For systems without pressure-independent valves or flow-measuring devices at terminals:
   1. Measure and balance coils by either coil pressure drop or temperature method.
   2. If balanced by coil pressure drop, perform temperature tests after flows have been verified.

D. Verify final system conditions as follows:
   1. Re-measure and confirm that total water flow is within design.
   2. Re-measure final pumps' operating data, TDH, volts, amps, and static profile.
   3. Mark final settings.

E. Verify that memory stops have been set.

3.9 CONTROLS VERIFICATION

A. In conjunction with system balancing, perform the following:
1. Verify temperature control system is operating within the design limitations.
2. Confirm that the sequences of operation are in compliance 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 valve actuators.
6. Verify that controlled devices are properly installed and connected to correct controller.
7. Verify that controlled devices travel freely and are in position indicated by controller: open, closed, or modulating.
8. 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.

3.10 TOLERANCES

A. Set HVAC system's airflow rates and water flow rates within the following tolerances:
1. Equipment with Fans: Plus or minus 10 percent.
2. Air Outlets and Inlets: Plus or minus 10 percent.
3. Cooling-Water Flow Rate: Plus 10 percent.

3.11 FINAL REPORT

A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
2. Include a list of instruments used for procedures, along with proof of calibration.
3. Certify validity and accuracy of field data.
4. Provide PDF copies of draft and final reports for use in commissioning activities and for inclusion in closeout and systems manuals.

B. Final Report Contents: In addition to certified field-report data, include the following:
1. Manufacturers' test data.
2. Field test reports prepared by system and equipment installers.
3. 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.
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.

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 flow rates. 
   3. Duct, outlet, and inlet sizes. 
   4. Pipe and valve sizes and locations. 
   5. Terminal units. 

E. Fan Test Reports: For all fans, include the following: 
   1. Fan Data: 
      a. System identification. 
      b. Location. 
      c. Make and type. 
      d. Model number and size. 
      e. Manufacturer's serial number. 
      f. Arrangement and class. 
      g. Sheave make, size in inches, and bore. 
      h. Center-to-center dimensions of sheave and amount of adjustments in inches. 
   2. Motor Data: 
      a. Motor make, and frame type and size. 
      b. Horsepower and rpm. 
      c. Volts, phase, and hertz. 
      d. Full-load amperage and service factor. 
      e. Sheave make, size in inches, and bore. 
      f. Center-to-center dimensions of sheave, and amount of adjustments in inches. 
      g. Number, make, and size of belts. 
   3. Test Data (Indicated and Actual Values): 
      a. Total airflow rate in cfm. 
      b. Total system static pressure in inches wg. 
      c. Fan rpm. 
      d. Discharge static pressure in inches wg. 
      e. Suction static pressure in inches wg. 

F. Round, Flat-Oval, and Rectangular Duct Traverse Reports: Include a diagram with a grid 
   representing the duct cross-section and record the following: 
   1. Report Data: 
      a. System and air-handling-unit number.
b. Location and zone.
c. Traverse air temperature in deg F.
d. Duct static pressure in inches wg.
e. Duct size in inches.
f. Duct area in sq. ft..
g. Indicated airflow rate in cfm.
h. Indicated velocity in fpm.
i. Actual airflow rate in cfm.
j. Actual average velocity in fpm.
k. Barometric pressure in psig.

G. System-Coil Reports: For reheat coils and water coils of terminal units, include the following:
1. Unit Data:
   a. System and air-handling-unit identification.
   b. Location and zone.
   c. Room or riser served.
   d. Coil make and size.
   e. Flowmeter type.
2. Test Data (Indicated and Actual Values):
   a. Airflow rate in cfm.
   b. Entering-water temperature in deg F.
   c. Leaving-water temperature in deg F.
   d. Water pressure drop in feet of head or psig.
   e. Entering-air temperature in deg F.
   f. Leaving-air temperature in deg F.

H. Instrument Calibration Reports:
1. Report Data:
   a. Instrument type and make.
   b. Serial number.
   c. Application.
   d. Dates of use.
   e. Dates of calibration.

END OF SECTION 230593
SECTION 230700 - HVAC INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes insulation for the following HVAC services:
   1. HVAC piping.
   2. HVAC duct services.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory and field applied if any).

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
   1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.
1.7 COORDINATION

A. Coordinate sizes and locations of supports, hangers, and insulation shields.

B. Coordinate clearance requirements with piping Installer for piping insulation application. Before preparing piping Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

1.8 SCHEDULING

A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.

B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

A. Comply with requirements in PART 3 - EXECUTION articles for where insulating materials shall be applied.

B. Products shall not contain asbestos, lead, mercury, or mercury compounds.

C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.

D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.

E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

F. Cellular Glass:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Pittsburgh Corning Corporation
   2. Inorganic, incombustible, foamed or cellulated glass with annealed, rigid, hermetically sealed cells. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
   3. Block Insulation: ASTM C 552, Type I.
   4. Special-Shaped Insulation: ASTM C 552, Type III.
   5. Board Insulation: ASTM C 552, Type IV.
6. Preformed Pipe Insulation with Factory-Applied ASJ or ASJ-SSL: Comply with ASTM C 552, Type II, Class 2.
7. Factory fabricate shapes according to ASTM C 450 and ASTM C 585.
8. Thermal conductivity (k-value) at 75 deg F shall be 0.29 Btu x in./h x sq. ft. x deg F or less.

G. Flexible Elastomeric Insulation:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Aeroflex USA, Inc.
   b. Airex Manufacturing
   c. Armacell LLC
   d. K-Flex USA
2. Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials and Type II for sheet materials.
3. Thermal conductivity (k-value) at 75 deg F shall be 0.25 Btu x in./h x sq. ft. x deg F or less (1-inch wall).

H. Mineral-Fiber, Preformed Pipe Insulation:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. CertainTeed Corporation
   b. Johns Manville; a Berkshire Hathaway company
   c. Knauf Insulation
   d. Manson Insulation Inc.
   e. Owens Corning
2. Type I, 850 deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ or ASJ-SSL. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
3. Thermal conductivity (k-value) at 75 deg F shall be 0.23 Btu x in./h x sq. ft. x deg F or less.

I. Mineral-Fiber Board Insulation:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. CertainTeed Corporation
   b. Johns Manville; a Berkshire Hathaway company
   c. Knauf Insulation
   d. Manson Insulation Inc.
   e. Owens Corning
2. Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 612, Type IA or Type IB. For equipment applications, provide insulation with factory-applied ASJ or ASJ-SSL. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
3. Thermal conductivity (k-value) at 75 deg F shall be 0.23 Btu x in./h x sq. ft. x deg F or less.
2.2 ADHESIVES

A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.

B. For indoor applications, use adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Aeroflex USA, Inc.
   2. Armacell LLC
   3. Childers Brand; H. B. Fuller Construction Products
   4. Dow Corning Corporation
   5. Eagle Bridges - Marathon Industries
   6. Foster Brand; H. B. Fuller Construction Products.
   7. Johns Manville; a Berkshire Hathaway company
   8. K-Flex USA
   10. Mon-Eco Industries, Inc.
   11. Speedline Corporation

D. Cellular-Glass Adhesive: Two-component, thermosetting urethane adhesive containing no flammable solvents, with a service temperature range of minus 100 to plus 200 deg F.

E. Flexible Elastomeric Adhesive: Comply with MIL-A-24179A, Type II, Class I.

F. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.


2.3 MASTICS

A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.

B. For indoor applications, use mastics that have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Childers Brand; H. B. Fuller Construction Products
   2. Eagle Bridges - Marathon Industries
   3. Foster Brand; H. B. Fuller Construction Products.
   4. Knauf Insulation
   5. Mon-Eco Industries, Inc.
D.  Vapor-Barrier Mastic: Water based; suitable for indoor use on below-ambient services.
   1.  Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry
t      film thickness.
   2.  Service Temperature Range: Minus 20 to plus 180 deg F.
   3.  Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.

2.4  SEALANTS

A.  Use sealants that have a VOC content of 420 g/L or less when calculated according to 40 CFR
    59, Subpart D (EPA Method 24)

B.  Manufacturers: Subject to compliance with requirements, provide products by one of the
    following:
    1.  Childers Brand; H. B. Fuller Construction Products
    2.  Eagle Bridges - Marathon Industries
    3.  Foster Brand; H. B. Fuller Construction Products.
    4.  Knauf Insulation
    5.  Mon-Eco Industries, Inc.
    6.  Pittsburgh Corning Corporation
    7.  Vimasco Corporation

C.  Cellular-Glass Joint Sealants:
    1.  Materials shall be compatible with insulation materials, jackets, and substrates.
    2.  Permanently flexible, elastomeric sealant.
    3.  Service Temperature Range: Minus 100 to plus 300 deg F.

D.  FSK Sealants:
    1.  Materials shall be compatible with insulation materials, jackets, and substrates.
    2.  Fire- and water-resistant, flexible, elastomeric sealant.
    3.  Service Temperature Range: Minus 40 to plus 250 deg F.

E.  ASJ Flashing Sealants:
    1.  Materials shall be compatible with insulation materials, jackets, and substrates.
    2.  Fire- and water-resistant, flexible, elastomeric sealant.
    3.  Service Temperature Range: Minus 40 to plus 250 deg F.

2.5  FACTORY-APPLIED JACKETS

A.  Insulation system schedules indicate factory-applied jackets on various applications. When
    factory-applied jackets are indicated, comply with the following:
    1.  ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing;
        complying with ASTM C 1136, Type I.
    2.  ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a
        removable protective strip; complying with ASTM C 1136, Type I.
3. **FSK Jacket**: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.

### 2.6 TAPES

**A. ASJ Tape**: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.
1. Width: 3 inches.
2. Thickness: 11.5 mils.
4. Elongation: 2 percent.
5. Tensile Strength: 40 lbf/inch in width.
6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

**B. FSK Tape**: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.
1. Width: 3 inches.
2. Thickness: 6.5 mils.
4. Elongation: 2 percent.
5. Tensile Strength: 40 lbf/inch in width.
6. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

### 2.7 SECUREMENTS

**A. Bands**:
1. **Stainless Steel**: ASTM A 167 or ASTM A 240/A 240M, Type 304 or Type 316; 0.015 inch thick, 1/2 inch wide with wing seal.
2. **Aluminum**: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 1/2 inch wide with wing seal.

**B. Insulation Pins and Hangers**:
1. **Capacitor-Discharge-Weld Pins**: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch diameter shank, length to suit depth of insulation indicated.
2. **Cupped-Head, Capacitor-Discharge-Weld Pins**: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch galvanized carbon-steel washer.
3. **Metal, Adhesively Attached, Perforated-Base Insulation Hangers**: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place.
   a. **Baseplate**: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
   b. **Spindle**: Aluminum, 0.106-inch diameter shank, length to suit depth of insulation indicated.
   c. **Adhesive**: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
4. Nonmetal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate fastened to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place.
   a. Baseplate: Perforated, nylon sheet, 0.030 inch thick by 1-1/2 inches in diameter.
   b. Spindle: Nylon, 0.106-inch- diameter shank, length to suit depth of insulation indicated, up to 2-1/2 inches.
   c. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

5. Self-Sticking-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place.
   a. Baseplate: Galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
   b. Spindle: Aluminum, 0.106-inch- diameter shank, length to suit depth of insulation indicated.
   c. Adhesive-backed base with a peel-off protective cover.

6. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick, aluminum sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
   a. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.

7. Nonmetal Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-thick nylon sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.
   1. Verify that systems and equipment to be insulated have been tested and are free of defects.
   2. Verify that surfaces to be insulated are clean and dry.
   3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.3 GENERAL INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of equipment, duct and piping, including fittings, valves, and specialties.
B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of pipe system as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.

G. Keep insulation materials dry during application and finishing.

H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

I. Install insulation with least number of joints practical.

J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
   1. Install insulation continuously through hangers and around anchor attachments.
   2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
   3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
   4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.

K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

L. Install insulation with factory-applied jackets as follows:
   1. Draw jacket tight and smooth.
   2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
   3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
      a. For below-ambient services, apply vapor-barrier mastic over staples.
   4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
   5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.
M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.

N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.4 GENERAL INSULATION INSTALLATION

A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.

B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:
   1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
   2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
   3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
   4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
   5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below-ambient services, provide a design that maintains vapor barrier.
   6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
   7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below-ambient services and a breather mastic for above-ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
8. For services not specified to receive a field-applied jacket except for flexible elastomeric, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.

9. Stencil or label the outside insulation jacket of each union with the word "union." Match size and color of pipe labels.

C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.

D. Install removable insulation covers at locations indicated. Installation shall conform to the following:
   1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
   2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
   3. Construct removable valve insulation covers in same manner as for flanges, except divide the two-part section on the vertical center line of valve body.
   4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.

3.5 INSTALLATION OF CELLULAR-GLASS INSULATION

A. Insulation Installation on Straight Pipes and Tubes:
   1. Secure each layer of insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
   2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
   3. For insulation with factory-applied jackets on above-ambient services, secure laps with outward-clinched staples at 6 inches o.c.
   4. For insulation with factory-applied jackets on below-ambient services, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Flanges:
   1. Install preformed pipe insulation to outer diameter of pipe flange.
   2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of cellular-glass block insulation of same thickness as pipe insulation.

4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:
   1. Install preformed sections of same material as straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.
   2. When preformed sections of insulation are not available, install mitered sections of cellular-glass insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:
   1. Install preformed sections of cellular-glass insulation to valve body.
   2. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
   3. Install insulation to flanges as specified for flange insulation application.

3.6 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION

A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

B. Insulation Installation on Pipe Flanges:
   1. Install pipe insulation to outer diameter of pipe flange.
   2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
   3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of same thickness as pipe insulation.
   4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

C. Insulation Installation on Pipe Fittings and Elbows:
   1. Install mitered sections of pipe insulation.
   2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

D. Insulation Installation on Valves and Pipe Specialties:
   1. Install preformed valve covers manufactured of same material as pipe insulation when available.
   2. When preformed valve covers are not available, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
   3. Install insulation to flanges as specified for flange insulation application.
   4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
3.7 INSTALLATION OF MINERAL-FIBER INSULATION

A. Insulation Installation on Straight Pipes and Tubes:
   1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
   2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
   3. For insulation with factory-applied jackets on above-ambient surfaces, secure laps with outward-clinched staples at 6 inches o.c.
   4. For insulation with factory-applied jackets on below-ambient surfaces, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Flanges:
   1. Install preformed pipe insulation to outer diameter of pipe flange.
   2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
   3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
   4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:
   1. Install preformed sections of same material as straight segments of pipe insulation when available.
   2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:
   1. Install preformed sections of same material as straight segments of pipe insulation when available.
   2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
   3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
   4. Install insulation to flanges as specified for flange insulation application.

E. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
   1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 50 percent coverage of duct and plenum surfaces.
   2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
   3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
      a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
b. On duct sides with dimensions larger than 18 inches, space pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.

c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.

d. Do not overcompress insulation during installation.

e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.

a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.

b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.

5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.

6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch-wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

3.8 FIELD QUALITY CONTROL

A. If workmanship is of questionable quality, the contractor shall perform tests and inspections as directed by the Architect.

B. Tests and Inspections:

1. Inspect field insulated equipment, ductwork, pipe, fittings, strainers, and valves, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation.

C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.9 INSULATION SCHEDULE, GENERAL

A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.
3.10 INDOOR PIPING INSULATION SCHEDULE

A. Condensate and Equipment Drain Water below 60 Deg F:
   1. All Pipe Sizes: Insulation shall be one of the following:
      a. Flexible Elastomeric: 3/4 inch thick.

B. Chilled Water and Glycol, above 40 Deg F:
   1. NPS 1-1/4 and Smaller: Insulation shall be one of the following:
      a. Flexible Elastomeric: 1 inch thick.
      b. Mineral-Fiber, Preformed Pipe, Type I: 1 inch thick.
   2. NPS 1-1/2 to NPS 6: Insulation shall be the following:

3.11 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Exposed, supply-air duct insulation shall be the following (unfinished areas):
   1. Mineral-Fiber Board: 2 inches thick and 6-lb/cu. ft. nominal density.

END OF SECTION 230700
SECTION 230900 - BUILDING AUTOMATION AND TEMPERATURE CONTROL SYSTEM

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 fully integrated building automation system, incorporating direct digital control (DDC) for energy management, equipment monitoring and control, and subsystems with open communications capabilities as herein specified:

1.3 SCOPE

A. The Building Automation System (BAS) manufacturer shall furnish and install a fully integrated building automation system, incorporating direct digital control (DDC) for energy management, equipment monitoring and control, and subsystems with open communications capabilities as herein specified.

B. The BAS shall be a Web based system communicating over the building owners Local Area Network (LAN). Contractor shall be responsible for coordination with the owner’s IT staff to ensure that the BAS will perform in the owner’s environment without disruption to any of the other activities taking place on that LAN. TCP/IP connections and addresses shall be provided by the owner for connection of supervisory panels to the USC network.

C. The primary desktop and laptop interface will be via a standard Web Browser such as Internet Explorer or Netscape. BAS contractor shall provide software license(s) for BAS WEB access for a minimum of twenty concurrent users.

D. The installation of the control system shall be performed under the direct supervision of the controls manufacturer with the shop drawings, flow diagrams, bill of materials, component designation or identification number and sequence of operation all bearing the name of the manufacturer. The installing manufacturer shall certify in writing, that the shop drawings have been prepared by the equipment manufacturer and that the equipment manufacturer has supervised their installation. In addition, the equipment manufacturer shall certify, in writing, that the shop drawings were prepared by their company and that all temperature control equipment was installed under their direct supervision.

E. All materials and equipment used shall be standard components, regularly manufactured for this and/or other systems and not custom designed especially for this project. All systems and components shall have been thoroughly tested and proven in actual use for at least two years.
F. BAS manufacturer shall be responsible for all BAS and Temperature Control wiring for a complete and operable system. All wiring shall be done in accordance with all local and national codes.

G. Control contractor shall furnish and field install all air handling unit end devices. Control contractor shall provide data sheets on all components to be mounted, indicating component dimensions, mounting hardware, and methods, as well as wiring and piping diagrams for each application identified by unit tag per the schedule in the drawings.

H. Lighting Panel BAS Scope of Work
1. BAS Controls Contractor shall provide all necessary materials and labor to integrate with the lighting panels (LP) as shown on the electrical drawings.

1.4 INTERFACE REQUIREMENTS

A. The new system shall be an extension of and connected to the existing MUSC JCI Metasys management system which is used for energy management.

B. The BAS contractor shall provide all necessary hardware and software to integrate the new control system with the existing JCI Metasys BAS without additional hardware or gateways. Integration means the ability to monitor, override, change set points, and provide real-time bi-directional dynamic data exchange between the new control system and the existing BAS hardware and software.

C. The existing BAS is a JCI Metasys system. The BAS is comprised of multiple supervisory controllers, monitoring and communicating with various building control systems over the Ethernet LAN system. The new building control system will be connected to, and communicate with, the existing campus BAS server via the Ethernet LAN.

D. All new control points, monitoring points and software points shall be added to the existing JCI Metasys BAS database and shall be available for monitoring and adjustment at any computer, with current copy of Microsoft Internet Explorer software (Release 6.0 or later), that is connected to the USC LAN.

E. All new building software and databases shall be archived on the hard drive at the BAS server. In the event that any building controller should lose its program that controller’s archived software program shall be downloaded across the BAS network from the BAS server to the respective building controller.

F. The BAS contractor will provide all necessary hardware, software, and labor to allow communication with all any computer, with current copy of Microsoft Internet Explorer (Release 6.0 or later), that is connected to the LAN.

G. Integrity of the existing BAS shall be maintained during installation.

H. The new building control system shall be compatible in every respect with existing JCI Metasys BAS hardware and software. All new controllers shall be compatible with JCI Metasys database and software development tools.
1.5 WORK BY OTHERS

A. Mechanical contractor installs all wells, valves, taps, etc. furnished by BAS manufacturer.

B. Electrical Contractor provides:
   1. 120V power to all BAS and/or Temperature control panels. Where not shown on plans, locations shall be determined by the BAS contractor and coordinated with the Architect and electrical contractor.
   2. Wiring of all power feeds through all disconnect starters to electrical motor.
   3. Wiring of any remote start/stop switches and manual or automatic motor speed control devices not furnished by BAS manufacturer

C. Control Devices for Installation by Installers
   1. Deliver selected control devices, specified in indicated HVAC instrumentation and control device Sections, to identified equipment and systems manufacturers for factory installation and to identified installers for field installation.
   2. Deliver the following to HVAC piping installers for installation in piping. Include installation instructions to Installer and supervise installation for compliance with requirements.
      a. DDC control valves

D. The control manufacturer shall cooperate with the air and water balancing agency in the performance of their work as required or directed.

1.6 ACTION SUBMITTALS

A. 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.
   4. Installation, operation and maintenance instructions including factors effecting performance.
   5. Bill of materials of indicating quantity, manufacturer, and extended model number for each unique product.
      a. DDC controllers.
      b. Enclosures.
      c. Electrical power devices.
      d. Accessories.
      e. Instruments.
      f. Control valves and actuators.
   6. When manufacturer's product datasheets apply to a product series rather than a specific product model, clearly indicate and highlight only applicable information.
7. Each submitted piece of product literature shall clearly cross reference specification and drawings that submittal is to cover.

B. Shop Drawings:
1. General Requirements:
   a. Include cover drawing with Project name, location, Owner, Architect, Contractor and issue date with each Shop Drawings submission.
   b. Include a drawing index sheet listing each drawing number and title that matches information in each title block.
   c. Drawings Size: 11x17.
2. Include plans, elevations, sections, and mounting details where applicable.
3. Include details of product assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
4. Plan Drawings indicating the following:
   a. Screened backgrounds of walls, structural grid lines, HVAC equipment, ductwork and piping.
   b. Room names and numbers with coordinated placement to avoid interference with control products indicated.
   c. Each desktop workstation, server, gateway, router, DDC controller, control panel instrument connecting to DDC controller, and valve connecting to DDC controller, if included in Project.
   d. Exact placement of products in rooms, ducts, and piping to reflect proposed installed condition.
   e. Network communication cable and raceway routing.
   f. Information, drawn to scale, of \( \frac{\text{¼}}{\text{in}} = 1\text{’-0”} \).
   g. Proposed routing of wiring, cabling, conduit, and tubing, coordinated with building services for review before installation.
5. 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 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.
6. 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.
7. **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 optical fiber 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.

8. **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.

9. **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.
   c. Control signal tubing to sensors, switches and transmitters.
   d. Process signal tubing to sensors, switches and transmitters.

10. **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.
    c. Intended operator access between related hierarchical display screens.

C. **System Description:**
1. Full description of DDC system architecture, network configuration, operator interfaces and peripherals, servers, controller types and applications, gateways, routers and other network devices, and power supplies.
2. 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 output points.
   d. Operator workstation failure.
   e. Server failure.
   f. Gateway failure.
   g. Network failure
   h. Controller failure.
   i. Instrument failure.
   j. Control 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.
1.7 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For DDC system to include in emergency, operation and maintenance manuals.
   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.
      l. 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.

1.8 QUALITY ASSURANCE

A. The BAS system shall be designed and installed, commissioned and serviced by manufacturer employed, factory trained personnel. Manufacturer shall have an in-place support facility within 20 miles of the site with technical staff, spare parts inventory and necessary test and diagnostic equipment.

B. The manufacturer shall provide full time, on site, experienced project manager for this work, responsible for direct supervision of the design, installation, start up and commissioning of the BAS.
C. The Bidder shall be regularly engaged in the manufacturing, installation and maintenance of BAS systems and shall have a minimum of ten (10) years of demonstrated technical expertise and experience in the manufacture, installation and maintenance of BAS systems similar in size and complexity to this project.

D. Materials and equipment shall be the catalogued products of manufacturers regularly engaged in production and installation of automatic temperature control systems and shall be manufacturer's latest standard design that complies with the specification requirements.

E. This system shall have a documented history of compatibility by design for a minimum of 15 years. Future compatibility shall be supported for no less than 10 years. Compatibility shall be defined as the ability to upgrade existing field panels to current level of technology, and extend new field panels on a previously installed network.

1.9 PERFORMANCE REQUIREMENTS

A. Comply with the following performance requirements:
   1. Graphic Display: Display graphic with minimum 20 dynamic points with current data within 10 seconds.
   2. Graphic Refresh: Update graphic with minimum 20 dynamic points with current data within 8 seconds.
   3. Object Command: Reaction time of less than two seconds between operator command of a binary object and device reaction.
   4. Object Scan: Transmit change of state and change of analog values to control units or workstation within six seconds.
   5. Alarm Response Time: Annunciate alarm at workstation within 45 seconds. Multiple workstations must receive alarms within five seconds of each other.
   6. Program Execution Frequency: Run capability of applications as often as five seconds, but selected consistent with mechanical process under control.
   7. Performance: Programmable controllers shall execute DDC PID control loops, and scan and update process values and outputs at least once per second.
   8. Reporting Accuracy and Stability of Control: Report values and maintain measured variables within tolerances as follows:
      a. Water Flow: Plus or minus 2 percent of full scale.
      b. Space Temperature: Plus or minus 1 deg F.

B. Surface-Burning Characteristics: Products installed in ducts, equipment, and return-air paths shall comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
   1. Flame-Spread Index: 25 or less.
   2. Smoke-Developed Index: 50 or less.

1.10 WARRANTY

A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace products that fail in materials or workmanship within specified warranty period.
   1. Failures shall be adjusted, repaired, or replaced at no additional cost or reduction in service to Owner.
2. Include updates or upgrades to software and firmware if necessary to resolve deficiencies.
   a. Install updates only after receiving Owner's written authorization.
3. Warranty service shall occur during normal business hours and commence within 24 hours of Owner's warranty service request.
4. Warranty Period: Five year(s) from date of Substantial Completion.

B. The on-line support services shall allow the local BAS subcontractor to dial out over telephone lines to monitor and control the facility's building automation system. This remote connection to the facility shall be within 2 hours of the time that the problem is reported. This coverage shall be extended to include normal business hours, after business hours, weekends and holidays.

1.11 IDENTIFICATION

A. Identify control wires with a distinctive number on a nonconducting tag attached to each end or at junction points or by color coding of that wire or tube. Designate on control diagram the identifying color and/or number or other identifying designation used.

B. Identify all control equipment and devices, including panels, controllers, valves, etc., by a method approved by the Architect. Designations shall match those used on control diagrams and shop drawings.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Basis-of-Design Product: Subject to compliance with requirements, provide a building automation and temperature control system by Johnson Controls, Inc..

B. System must extend and connect to the existing [insert manufacturer] network control systems installed in MUSC.

2.2 GENERAL DESCRIPTION

A. The Building Automation System (BAS) shall use an open architecture. The system shall be designed for use on the Internet, or intranets using off the shelf, industry standard technology compatible with other owner provided networks.

B. The Building Automation shall consist of the following:
   1. Standalone Network Automation Engine(s)
   2. Field Equipment Controller(s)
   3. Input/Output Module(s)
   4. Local Display Device(s)
   5. Distributed User Interface(s)
   6. Network processing, data storage and communications equipment
7. Other components required for a complete and working BAS

C. The system shall be modular in nature, and shall permit expansion of both capacity and functionality through the addition of sensors, actuators, controllers and operator devices, while re-using existing controls equipment.

D. System architectural design shall eliminate dependence upon any single device for alarm reporting and control execution. The failure of any single component or network connection shall not interrupt the execution of control strategies at other operational devices.

2.3 NETWORK AUTOMATION ENGINES (NAE)

A. Network Automation Engine (NAE)
   1. The Network Automation Engine (NAE) shall be a fully user-programmable, supervisory controller. The NAE shall monitor the network of distributed application-specific controllers, provide global strategy and direction, and communicate on a peer-to-peer basis with other Network Automation Engines.
   2. Automation network – The NAE shall reside on the automation network and shall support a subnet of system controllers.
   3. Processor – The NAE shall be microprocessor-based with a minimum word size of 32 bits. The NAE shall be a multi-tasking, multi-user, and real-time digital control processor. Standard operating systems shall be employed. NAE size and capability shall be sufficient to fully meet the requirements of this Specification.
   4. Memory – Each NAE shall have sufficient memory to support its own operating system, databases, and control programs, and to provide supervisory control for all control level devices.
   5. Diagnostics – The NAE shall continuously perform self-diagnostics, communication diagnosis, and diagnosis of all panel components. The Network Automation Engine shall provide both local and remote annunciation of any detected component failures, low battery conditions, or repeated failures to establish communication.
   6. Power Failure – In the event of the loss of normal power, The NAE shall continue to operate for a user adjustable period of up to 10 minutes after which there shall be an orderly shutdown of all programs to prevent the loss of database or operating system software.
      a. During a loss of normal power, the control sequences shall go to the normal system shutdown conditions. All critical configuration data shall be saved into Flash memory.
      b. Upon restoration of normal power and after a minimum off-time delay, the controller shall automatically resume full operation without manual intervention through a normal soft-start sequence.

2.4 DDC SYSTEM CONTROLLERS

A. Field Equipment Controller (FEC)
   1. The Field Equipment Controller (FEC) shall be a fully user-programmable, digital controller that communicates via BACnet MS/TP protocol.
   2. Controllers shall be factory programmed with a continuous adaptive tuning algorithm that senses changes in the physical environment and continually adjusts loop tuning.
parameters appropriately. Controllers that require manual tuning of loops or perform automatic tuning on command only shall not be acceptable.

3. The FEC shall be assembled in a plenum-rated housing with flammability rated to UL94-5VB.

4. The FEC shall include a removable base to allow pre-wiring without the controller.

5. The FEC shall accommodate the direct wiring of analog and binary I/O field points.

6. The FEC shall support the following types of inputs and outputs:
   a. Universal Inputs - shall be configured to monitor any of the following:
      1) Analog Input, Voltage Mode
      2) Analog Input, Current Mode
      3) Analog Input, Resistive Mode
      4) Binary Input, Dry Contact Maintained Mode
      5) Binary Input, Pulse Counter Mode
   b. Binary Inputs - shall be configured to monitor either of the following:
      1) Dry Contact Maintained Mode
      2) Pulse Counter Mode
   c. Analog Outputs - shall be configured to output either of the following
      1) Analog Output, Voltage Mode
      2) Analog Output, current Mode
   d. Binary Outputs - shall output the following:
      1) 24 VAC Triac
   e. Configurable Outputs - shall be capable of the following:
      1) Analog Output, Voltage Mode
      2) Binary Output Mode

7. The FEC shall have the ability to reside on a Field Controller Bus (FC Bus).
   a. The FC Bus shall be a Master-Slave/Token-Passing (MS/TP) Bus supporting BACnet Standard protocol SSPC-135, Clause 9.
   b. The FC Bus shall support communications between the FECs and the NAE.
   c. The FC Bus shall support a minimum of 100 IOMs and FEC in any combination.
   d. The FC Bus shall operate at a maximum distance of 15,000 Ft. between the FEC and the furthest connected device.

8. The FEC shall have the ability to monitor and control a network of sensors and actuators over a Sensor-Actuator Bus (SA Bus).
   b. The SA Bus shall support a minimum of 10 devices per trunk.
   c. The SA Bus shall operate at a maximum distance of 1,200 Ft. between the FEC and the furthest connected device.

9. The FEC shall support, but not be limited to, the following:
   a. Hydronic water applications
   b. Built-up air handling units for special applications
   c. Terminal units
   d. Special programs as required for systems control.

2.5 OPERATOR INTERFACE

A. Basic Interface Description
1. Operator interface software shall minimize operator training through the use of English language prompting, 30 character English language point identification, on-line help, and
industry standard PC application software. The software shall provide, as a minimum, the following functionality:

a. Real-time graphical viewing and control of environment.
b. Scheduling and override of building operations.
c. Collection and analysis of historical data.
d. Point database editing, storage and downloading of controller databases.
e. Alarm reporting, routing, messaging, and acknowledgment.

B. Dynamic Color Graphic Displays
   1. The BAS interface and color graphics shall be standard and consistent for all similar systems (system to system) and for all buildings (building to building) within the campus/district. Graphics to be created include, but are not limited to:
      a. Landing page
      b. Building floor plan
      c. Hydronic equipment and associated loops
      d. Air handling units
      e. Terminal units
      f. Split system air-conditioning units
      g. Fan coil units
      h. Exhaust fans.
      i. Computer room air conditioning units.

2.6 FIELD DEVICES

A. Input/Output Module (IOM)
   1. The Input/Output Module (IOM) provides additional inputs and outputs for use in the FEC.
   2. The IOM shall communicate with the FEC over either the FC Bus or the SA Bus using BACnet Standard protocol SSPC-135, Clause 9.

B. Networked Thermostat (TEC)
   1. The Networked Thermostat shall include an intuitive User Interface providing plain text messages.
      a. Two line, 8 character backlit display
      b. LED indicators for Fan, Heat, and Cool status
      c. Five (5) User Interface Keys
         1) Mode
         2) Fan
         3) Override
         4) Degrees C/F
         5) Up/Down
   2. The Networked Thermostats shall provide the flexibility to support the following inputs:
      a. Integral Indoor Air Temperature Sensor
   3. The Networked Thermostats shall provide the flexibility to support the following outputs:
      a. Three Speed Fan Control
      b. On/Off Control
      c. Floating Control
      d. Proportional (0 to 10V) Control
C. Network Sensors (NS)
1. The Network Sensors (NS) shall have the ability to monitor the following variables as required by the systems sequence of operations:
   a. Zone temperature
   b. Zone humidity
   c. Zone carbon dioxide
   d. Zone set point
3. The Network Sensors shall include the following items:
   a. A backlit Liquid Crystal Display (LCD) to indicate the Temperature, Humidity and Set point.
   b. An LED to indicate the status of the Override feature.
   c. A button to toggle the temperature display between Fahrenheit and Celsius.
   d. A button to initiate a timed override command
4. The NS shall be available with either screw terminals or phone jack.
5. The NS shall be available in either surface mount or wall mount styles.

2.7 INPUT DEVICES

A. General Requirements
1. Installation, testing, and calibration of all sensors, transmitters, and other input devices shall be provided to meet the system requirements.

B. Temperature Sensors
1. General Requirements:
   a. Sensors and transmitters shall be provided, as outlined in the input/output summary and sequence of operations.
   b. The temperature sensor shall be of the resistance type, and shall be either two-wire 1000 ohm nickel RTD, or two-wire 1000 ohm platinum RTD.
   c. The following point types (and the accuracy of each) are required, and their associated accuracy values include errors associated with the sensor, lead wire, and A to D conversion:
2. Room Temperature Sensors
   a. Room sensors shall be constructed for either surface or wall box mounting.
   b. Room sensors shall have the following options when specified:
      1) Set point reset slide switch providing a +3 degree (adjustable) range.
      2) Individual heating/cooling set point slide switches.
      3) A momentary override request push button for activation of after-hours operation.
3. Thermo wells
   a. When thermo wells are required, the sensor and well shall be supplied as a complete assembly, including wellhead and Greenfield fitting.
   b. Thermo wells shall be pressure rated and constructed in accordance with the system working pressure.
   c. Thermo wells and sensors shall be mounted in a threadolet or 1/2” NFT saddle and allow easy access to the sensor for repair or replacement.
   d. Thermo wells shall be constructed of 316 stainless steel.
2.8 OUTPUT DEVICES

A. Actuators
   1. General Requirements
      a. Valve actuators shall be electronic. Controls submittals shall indicate actuator fail
         position as normally open or closed.
   2. Electronic Valve Actuators
      a. Electronic valve actuators shall be manufactured by the valve manufacturer.
      b. Each actuator shall have current limiting circuitry incorporated in its design to
         prevent damage to the actuator.
      c. Modulating and two-position actuators shall be provided as required by the
         sequence of operations. Actuators shall provide the minimum torque required for
         proper valve close-off against the system pressure for the required application. The
         valve actuator shall be sized Based on valve manufacturer’s recommendations for
         flow and pressure differential. All actuators shall fail in the last position unless
         specified with mechanical spring return in the sequence of operations. The spring
         return feature shall permit normally open or normally closed positions of the
         valves, as required. All direct shaft mount rotational actuators shall have external
         adjustable stops to limit the travel in either direction.
      d. Modulating Actuators shall accept 24 VAC or VDC and 120 VAC power supply
         and be UL listed. The control signal shall be 2-10 VDC or 4-20 mA and the
         actuator shall provide a clamp position feedback signal of 2-10 VDC. The
         feedback signal shall be independent of the input signal, and may be used to
         parallel other actuators and provide true position indication. The feedback signal of
         each valve actuator (except terminal valves) shall be wired back to a terminal strip
         in the control panel for troubleshooting purposes.
      e. Two-position or open/closed actuators shall accept 24 or 120 VAC power supply
         and be UL listed. Butterfly isolation and other valves, as specified in the sequence
         of operations, shall be furnished with adjustable end switches to indicate
         open/closed position or be hard wired to start/stop the associated pump or chiller.

B. Control Relays
   1. Control Pilot Relays
      a. Control pilot relays shall be of a modular plug-in design with retaining springs or
         clips.
      b. Mounting Bases shall be snap-mount.
      c. DPDT, 3PDT, or 4PDT relays shall be provided, as appropriate for application.
      d. Contacts shall be rated for 10 amps at 120VAC.
      e. Relays shall have an integral indicator light and check button.

C. Control Valves (Chilled Water)
   1. All modulating control valves shall be of the “pressure independent” type configured
      with one integrated valve body that incorporates one chamber with an adjustable Cv and
      a separate pressure regulating chamber used to maintain a constant differential pressure
      across the control surface.
   2. Each control valve shall be individually flow tested at the factory and verified to deviate
      no more than ±5% through the selected operating pressure range. A calibrated
      performance tag shall be provided with each valve that verifies the flow rate in 10°
      rotation increments up to full rated flow (option with 1/2”). All testing shall be performed
with instruments calibrated to the requirements of ANSI/ISA-S75.11-1985, with traceability to NIST and/or ISO standards.

3. Control valve rangeability shall be 50:1 minimum.

4. Each control valve shall be subjected to 70 psid and tested to exceed ANSI/FCI 70-2-1998 leakage ratings. Class IV leakage or better is required for control valves 2" nominal size and less. Class III leakage or better is required for control valves larger than 2".

5. In all control valves 8” and smaller, it shall be possible to modify the valve flow characteristics without removing the valve from the piping system.

6. Balancing valves and associated balancing shall not be required where pressure independent modulating control valves are installed.

7. The control valve actuator shall modulate all valves up to 8" in nominal size from 0 to 100% design flow while rotating the valve stem a maximum of 90°.

8. There shall be three ports installed at the factory integral to each valve and capable of being used to measure pressure or temperature. The first port shall be installed at the inlet to the valve. The second shall be installed between the Cv chamber and the pressure regulating chamber. The third shall be installed at the outlet of the valve. Should the ports not be provided as part of the valve body than they shall be installed in a spool piece and attached to the body.

9. The differential pressure between the first and the third port shall be used in commissioning to verify that the minimum differential pressure (typically 5 psid) required for pressure independent operation is available.

10. The differential pressure between the first and second ports shall be used to verify proper valve operation and flow regulation. It shall be possible to verify the flow rate through the control valve using the valve stem position and the differential pressure measurement between the first and second port in the valve. If these valve features are not available, a flow meter shall be installed to verify actual flow rate in operation through the valve.

11. CB valves to be standard modulating.

12. All valves shall be warranted by the manufacturer for no less than 5 years from the date of purchase.


2.9 MISCELLANEOUS DEVICES

A. Local Control Panels

1. All control panels shall be factory constructed, incorporating the BAS manufacturer’s standard designs and layouts. All control panels shall be UL inspected and listed as an assembly and carry a UL 508 label listing compliance. Control panels shall be fully enclosed, with perforated sub-panel, hinged door, and slotted flush latch.

2. In general, the control panels shall consist of the DDC controller(s), display module as specified and indicated on the plans, and I/O devices—such as relays, transducers, and so forth—that are not required to be located external to the control panel due to function. Where specified the display module shall be flush mounted in the panel face unless otherwise noted.

3. All I/O connections on the DDC controller shall be provide via removable or fixed screw terminals.

4. Low and line voltage wiring shall be segregated. All provided terminal strips and wiring shall be UL listed, 300-volt service and provide adequate clearance for field wiring.

5. All wiring shall be neatly installed in plastic trays or tie-wrapped.
6. A convenience 120 VAC duplex receptacle shall be provided in each enclosure, fused on/off power switch, and required transformers.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
   1. Verify compatibility with and suitability of substrates.

B. Examine roughing-in for products to verify actual locations of connections before installation.
   1. Examine roughing-in for instruments installed in piping to verify actual locations of connections before installation.
   2. Examine roughing-in for instruments installed in duct systems to verify actual locations of connections before installation.

C. Examine walls, floors, roofs, and ceilings for suitable conditions where product will be installed.

D. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 BAS SPECIFIC REQUIREMENTS

A. Graphic Displays
   1. Provide a color graphic system flow diagram display for each system with all points as indicated on the point list. All terminal unit graphic displays shall be from a standard design library.
   2. User shall access the various system schematics via a graphical penetration scheme and/or menu selection.

B. Actuation / Control Type
   1. Primary Equipment
      a. Controls shall be provided by equipment manufacturer as specified herein.
      b. All valve actuation shall be electric.
   2. Terminal Equipment:
      a. Terminal Units (BCU’s etc.) shall have electric valve actuation.
      b. All terminal units shall be controlled with HVAC-DDC Controller.

3.3 INSTALLATION

A. BAS Wiring
1. All conduit, wiring, accessories and wiring connections required for the installation of the Building Automation, as herein specified, shall be provided by the BAS Contractor unless specifically shown on the Electrical Drawings under Division 26 Electrical. All wiring shall comply with the requirements of applicable portions of Division 26 and all local and national electric codes, unless specified otherwise in this section.

2. All BAS wiring materials and installation methods shall comply with BAS manufacturer recommendations.

3. The sizing, type and provision of cable, conduit, cable trays, and raceways shall be the design responsibility of the BAS Contractor. If complications arise, however, due to the incorrect selection of cable, cable trays, raceways and/or conduit by the BAS Contractor, the Contractor shall be responsible for all costs incurred in replacing the selected components.

4. Class 2 Wiring
   a. All Class 2 (24VAC or less) wiring shall be installed in conduit unless otherwise specified.
   b. Conduit is not required for Class 2 wiring in concealed accessible locations. Class 2 wiring not installed in conduit shall be supported every 5’ from the building structure utilizing metal hangers designed for this application. Wiring shall be installed parallel to the building structural lines. All wiring shall be installed in accordance with local code requirements.

5. Class 2 signal wiring and 24VAC power can be run in the same conduit. Power wiring 120VAC and greater cannot share the same conduit with Class 2 signal wiring.

6. Provide for complete grounding of all applicable signal and communications cables, panels and equipment so as to ensure system integrity of operation. Ground cabling and conduit at the panel terminations. Avoid grounding loops.

B. BAS Raceway
   1. All wiring shall be installed in conduit or raceway except as noted elsewhere in this specification. Minimum control wiring conduit size 1/2”.
   2. Where it is not possible to conceal raceways in finished locations, surface raceway (wiremold) may be used as approved by the Architect.
   3. All conduits and raceways shall be installed level, plumb, at right angles to the building lines and shall follow the contours of the surface to which they are attached.
   4. Flexible Metal Conduit shall be used for vibration isolation and shall be limited to 3 feet in length when terminating to vibrating equipment. Flexible Metal Conduit may be used within partition walls. Flexible Metal Conduit shall be UL listed.

C. Penetrations
   1. Provide fire stopping for all penetrations used by dedicated BAS conduits and raceways.
   2. All openings in fire proofed or fire stopped components shall be closed by using approved fire resistive sealant.
   3. All wiring passing through penetrations, including walls shall be in conduit or enclosed raceway.
   4. Penetrations of floor slabs shall be by core drilling. All penetrations shall be plumb, true, and square.

D. BAS Identification Standards
   1. Node Identification. All nodes shall be identified by a permanent label fastened to the enclosure. Labels shall be suitable for the node location.
2. Cable types specified in Item A shall be color coded for easy identification and troubleshooting.

E. BAS Panel Installation
   1. The BAS panels and cabinets shall be located as indicated at an elevation of not less than 2 feet from the bottom edge of the panel to the finished floor. Each cabinet shall be anchored per the manufacturer’s recommendations.
   2. The BAS contractor shall be responsible for coordinating panel locations with other trades and electrical and mechanical contractors.

F. Input Devices
   1. All Input devices shall be installed per the manufacturer recommendation
   2. Locate components of the BAS in accessible local control panels wherever possible.

G. HVAC Input Devices – General
   1. All Input devices shall be installed per the manufacturer recommendation.
   2. Locate components of the BAS in accessible local control panels wherever possible.
   3. The mechanical contractor shall install all in-line devices such as temperature wells, pressure taps, airflow stations, etc.

H. HVAC Output Devices
   1. All output devices shall be installed per the manufacturer’s recommendation. The mechanical contractor shall install all in-line devices such as control valves, etc.
   2. Actuators: All control actuators shall be sized capable of closing against the maximum system shut-off pressure. The actuator shall modulate in a smooth fashion through the entire stroke. When any pneumatic actuator is sequenced with another device, pilot positioners shall be installed to allow for proper sequencing.
   3. Control Valves:
      a. Shall be sized for proper flow control with equal percentage valve plugs. The maximum pressure drop for water applications shall be 5 PSI. The maximum pressure drop for steam applications shall be 7 PSI.
      b. Install valves in piping with stems as vertical as possible but in no case less than forty-five (45) degrees from vertical. For soldered or welded connections, remove valve internals before installation.
      c. Wire electric valves in accordance with NFPA 70 with not less than two (2) feet of flexible liquidtight connector with watertight bushings at the valve actuator and conduit termination. Brace conduit to the building structure to prevent movement and damage.
   4. Electronic Signal Isolation Transducers: Whenever an analog output signal from the Building Automation is to be connected to an external control system as an input (such as a chiller control panel), or is to receive as an input a signal from a remote system, provide a signal isolation transducer. Signal isolation transducer shall provide ground plane isolation between systems. Signals shall provide optical isolation between systems.

3.4 TRAINING

A. The manufacturer shall provide factory trained instructor to give full instruction to designated personnel in the operation of the system installed. Instructors shall be thoroughly familiar with all aspects of the subject matter they are to teach. The manufacturer shall provide all students
with a student binder containing product specific training modules for the system installed. All training shall be held during normal working hours of 8:00 am to 4:30 PM weekdays.

B. Provide training for Owner's designated operating personnel. Training shall include:
1. Explanation of drawings, operations and maintenance manuals
2. Walk-through of the job to locate control components
3. Operator workstation and peripherals
4. DDC controller and ASC operation/function
5. Operator control functions including graphic generation and field panel programming
6. Explanation of adjustment, calibration and replacement procedures
7. Student binder with training modules

C. Since the Owner may require personnel to have more comprehensive understanding of the hardware and software, additional training must be available from the Manufacturer. If such training is required by the Owner, it will be contracted at a later date.

3.5 COMMISSIONING, TESTING AND ACCEPTANCE

A. Perform a three-phase commissioning procedure consisting of field I/O calibration and commissioning, system commissioning and integrated system program commissioning. Document all commissioning information on commissioning data sheets which shall be submitted prior to acceptance testing. Commissioning work which requires shutdown of system or deviation from normal function shall be performed when the operation of the system is not required. The commissioning must be coordinated with the owner and construction manager to ensure systems are available when needed. Notify the operating personal in writing of the testing schedule so that authorized personnel from the owner and construction manager are present throughout the commissioning procedure.

1. Prior to system program commissioning, verify that each control panel has been installed according to plans, specifications and approved shop drawings. Test, calibrate and bring on line each control sensor and device. Commissioning to include, but not be limited to:
   a. Sensor accuracy at 10, 50 and 90% of range.
   b. Sensor range.
   c. Verify analog limit and binary alarm reporting.
   d. Point value reporting.
   e. Binary alarm and switch settings.
   f. Actuator ranges.
   g. Fail safe operation on loss of control signal, electric power, network communications.

B. After control devices have been commissioned (i.e. calibrated, tested and signed off), each BMS program shall be put on line and commissioned. The contractor shall, in the presence of the owner and construction manager, demonstrate each programmed sequence of operation and compare the results in writing. In addition, each control loop shall be tested to verify proper response and stable control, within specified accuracy's. System program test results shall be recorded on commissioning data sheets and submitted for record. Any discrepancies between the specification and the actual performance will be immediately rectified and retested.

C. After all BMS programs have been commissioned, the contractor shall verify the overall system performance as specified.
D. Submit for approval, a detailed acceptance test procedure designed to demonstrate compliance with contractual requirements. This Acceptance test procedure will take place after the commissioning procedure but before final acceptance, to verify that sensors and control devices maintain specified accuracy’s and the system performance does not degrade over time.

E. Using the commissioning test data sheets, the contractor shall demonstrate each point. The contractor shall also demonstrate all system functions. The contractor shall demonstrate all points and system functions until all devices and functions meet specification.

F. The contractor shall supply all instruments for testing and turn over same to the owner after acceptance testing.
   1. All test instruments shall be submitted for approval.
   2. Test Instrument Accuracy: 
      a. Temperature: ¼ °F or ½% full scale, whichever is less.

G. After the above tests are complete and the system is demonstrated to be functioning as specified, a thirty day performance test period shall begin. If the system performs as specified throughout the test period, requiring only routine maintenance, the system shall be accepted. If the system fails during the test, and cannot be fully corrected within eight hours, the owner may request that performance tests be repeated.

3.6 TEMPERATURE CONTROL

A. The sequences on the drawings describe the general intent of the control systems. Provide all devices, equipment, and wiring as required to perform the sequences described.

B. Unless otherwise noted, size all automatic control valves for maximum ten (10) feet water pressure drop at maximum design flow rate.

C. See plans for locations of all room thermostats, valves, and equipment; where such devices are not indicated, however required by the sequences they shall be provided and located in the field by the Architect.

D. All temperature set points shall be fully adjustable from the BAS.

E. Where used to control both comfort heating and cooling, zone thermostatic controls shall be capable of providing a temperature range or dead band of at least 5°F within which the supply of heating and cooling energy to the zone is shut off or reduced to a minimum. Variable air volume (VAV) terminal units shall be programmed to operate at the minimum airflow setting without addition of reheat when the zone temperature is within the set deadband.

F. Provide all hardware, software, devices, equipment, and wiring as required to interface with the BAS.

END OF SECTION 230900
SECTION 232113 - HYDRONIC PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes pipe and fitting materials and joining methods for the following:
   1. Copper tube and fittings.
   2. Joining materials.
   3. Dielectric fittings.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of the following:
   1. Pipe.
   2. Fittings.

1.4 QUALITY ASSURANCE

A. Installer Qualifications:

B. Pipe Welding: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code: Section IX.
   2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Hydronic piping components and installation shall be capable of withstanding the following minimum working pressure and temperature unless otherwise indicated:
   1. Chilled-Water Piping: 125 psig at 250 deg F.
2.2 PIPING MATERIALS

A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

2.3 COPPER TUBE AND FITTINGS

A. Hard Copper Tube: ASTM B 88, Type L and ASTM B 88, Type M water tube, drawn temper.

B. DWV Copper Tubing: ASTM B 306, Type DWV.


D. Wrought-Copper Unions: ASME B16.22.

E. Copper Push-on-Joint Fittings:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Apollo Valves; Conbraco Industries, Inc.
      b. Elkhart Products Corporation
      c. Mueller Industries, Inc.
      d. NIBCO INC.
      e. Viega LLC
   2. Description:
      a. Cast-copper fitting complying with ASME B16.18 or wrought-copper fitting complying with ASME B 16.22.
      b. Stainless-steel teeth and EPDM-rubber, O-ring seal in each end instead of solder-joint ends.

2.4 JOINING MATERIALS

A. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

2.5 DIELECTRIC FITTINGS

A. General Requirements: Assembly of copper alloy and ferrous materials with separating bronze material. Include end connections compatible with pipes to be joined.

PART 3 - EXECUTION

3.1 PIPING INSTALLATIONS

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Install piping as indicated unless deviations to layout are approved.
B. Install piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

C. Install piping to permit valve servicing.

D. Install piping at indicated slopes.

E. Install piping free of sags and bends.

F. Install fittings for changes in direction and branch connections.

G. Install piping to allow application of insulation.

H. Select system components with pressure rating equal to or greater than system operating pressure.

I. Install drains, consisting of a tee fitting, NPS 3/4 ball valve, and short NPS 3/4 threaded nipple with cap, at low points in piping system mains and elsewhere as required for system drainage.

J. Install piping at a uniform grade of 0.2 percent upward in direction of flow.

K. Reduce pipe sizes using eccentric reducer fitting installed with level side up.

L. Install branch connections to mains using tee fittings in main pipe, with the branch connected to the bottom of the main pipe. For up-feed risers, connect the branch to the top of the main pipe.

M. Install unions in piping, NPS 2 and smaller, adjacent to valves, at final connections of equipment, and elsewhere as indicated.

N. Comply with requirements in Section 230553 "Identification for HVAC Piping and Equipment" for identifying piping.

3.2 DIELECTRIC FITTING INSTALLATION

A. Install bronze dielectric fittings in piping at connections of dissimilar metal piping and tubing.

3.3 HANGERS AND SUPPORTS

A. Comply with requirements in Section 230529 "Hangers and Supports for HVAC Piping and Equipment" for hanger, support, and anchor devices. Comply with the following requirements for maximum spacing of supports.

B. Comply with requirements in Section 230548 "Vibration and Seismic Controls for HVAC" for seismic restraints.

C. Install the following pipe attachments:
   1. Adjustable steel clevis hangers for individual horizontal piping less than 20 feet long.
D. Install hangers for drawn-temper copper piping with the following maximum spacing and minimum rod sizes:
1. NPS 3/4: Maximum span, 5 feet; minimum rod size, 1/4 inch.
2. NPS 1: Maximum span, 6 feet; minimum rod size, 1/4 inch.
3. NPS 1-1/4: Maximum span, 7 feet; minimum rod size, 3/8 inch.
4. NPS 1-1/2: Maximum span, 8 feet; minimum rod size, 3/8 inch.

3.4 PIPE JOINT CONSTRUCTION

A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

C. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA’s "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.

D. Push-on Joints for Copper Tubing: Clean end of tube. Measure insertion depth with manufacturer's depth gage. Join copper tube and push-on-joint fittings by inserting tube to measured depth.

E. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
   1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
   2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

3.5 TERMINAL EQUIPMENT CONNECTIONS

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

B. Install control valves in accessible locations close to connected equipment.

C. Install ports for pressure gages and thermometers at coil inlet and outlet connections.

3.6 FIELD QUALITY CONTROL

A. Prepare hydronic piping according to ASME B31.9 and as follows:
   1. Leave joints, including welds, uninsulated and exposed for examination during test.
   2. Provide temporary restraints for expansion joints that cannot sustain reactions due to test pressure. If temporary restraints are impractical, isolate expansion joints from testing.
   3. Flush hydronic piping systems with clean water; then remove and clean or replace strainer screens.
4. Provide equipment bypasses to isolate components from piping where metal slag and filings are prone to collect (such as blower coil units, etc). If a valve is used to isolate equipment, its closure shall be capable of sealing against test pressure without damage to valve. Install blinds in flanged joints to isolate equipment.

5. Install safety valve, set at a pressure no more than one-third higher than test pressure, to protect against damage by expanding liquid or other source of overpressure during test.

B. Perform the following tests on hydronic piping:
   1. Use ambient temperature water as a testing medium unless there is risk of damage due to freezing. Another liquid that is safe for workers and compatible with piping may be used.
   2. While filling system, use vents installed at high points of system to release air. Use drains installed at low points for complete draining of test liquid.
   3. Isolate expansion tanks and determine that hydronic system is full of water.
   4. Subject piping system to hydrostatic test pressure that is not less than 1.5 times the system's working pressure or a minimum of 100 pounds per square inch gauge (psig), whichever is greater. Test pressure shall not exceed maximum pressure for any vessel, pump, valve, or other component in system under test. Verify that stress due to pressure at bottom of vertical runs does not exceed 90 percent of specified minimum yield strength or 1.7 times the "SE" value in Appendix A in ASME B31.9, "Building Services Piping."
   5. After hydrostatic test pressure has been applied for at least 10 minutes, examine piping, joints, and connections for leakage. Eliminate leaks by tightening, repairing, or replacing components, and repeat hydrostatic test until there are no leaks.
   6. Prepare written report of testing.
   7. Contractor shall provide minimum 48 hours notice prior to testing to allow the Engineer, Owner or his representative the opportunity to attend.
   8. Tests shall be conducted and written report of testing submitted before any insulation is installed. Insulation installed prior to tests shall be removed.

C. Perform the following before operating the system:
   1. Open manual valves fully.
   2. Set temperature controls so all coils are calling for full flow.
   3. Verify lubrication of motors and bearings.

3.7 PIPING SCHEDULE

A. Chilled-water piping, aboveground, NPS 2 and smaller, shall be any of the following:
   1. Hard copper tube, ASTM B 88, Type L; wrought-copper, solder-joint fittings; and soldered joints.
   2. Hard copper tube, ASTM B 88, Type L; copper push-on-joint fittings; and push-on joints.

B. Air Conditioning Condensate-Drain Piping: Type M or Type DWV, drawn-temper copper tubing, wrought-copper fittings, and soldered joints.

END OF SECTION 232113
SECTION 232116 - HYDRONIC PIPING SPECIALTIES

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. Hydronic specialty valves.
   2. Strainers.
   3. Connectors.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product:
   1. Include construction details and material descriptions for hydronic piping specialties.
   2. Include rated capacities, operating characteristics, and furnished specialties and accessories.
   3. Include flow and pressure drop curves based on manufacturer's testing for calibrated-orifice balancing valves and automatic flow-control valves.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For hydronic piping specialties to include in emergency, operation, and maintenance manuals.

PART 2 - PRODUCTS

2.1 HYDRONIC SPECIALTY VALVES

A. Ball Valves: Comply with requirements specified in Section 230523 "Valves for HVAC Piping."

B. Automatic Temperature-Control Valves, Actuators, and Sensors: Comply with requirements specified in Section 230900 "Building Automation and Temperature Control System."

C. Bronze, Calibrated-Orifice, Balancing Valves:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. Armstrong Pumps, Inc
b. Bell & Gossett; a Xylem brand
c. Flow Design, Inc
d. Griswold Controls
e. Nexus Valve, Inc.
f. NIBCO INC.
g. TACO Comfort Solutions, Inc.
h. Tour & Andersson; available through Victaulic Company
2. Body: Bronze, ball or plug type with calibrated orifice or venturi.
3. Ball: Brass or stainless steel.
4. Plug: Resin.
5. Seat: PTFE.
6. End Connections: Threaded or socket.
8. Handle Style: Lever, with memory stop to retain set position.
10. Maximum Operating Temperature: 250 deg F.

2.2 AIR-CONTROL DEVICES

A. Manual Air Vents:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. AMTROL, Inc.
   b. Apollo Flow Controls; Conbraco Industries, Inc.
   c. Armstrong Pumps, Inc
d. Bell & Gossett; a Xylem brand
e. Nexus Valve, Inc.
f. TACO Comfort Solutions, Inc.
2. Body: Bronze.
3. Internal Parts: Nonferrous.
4. Operator: Screwdriver or thumbscrew.
5. Inlet Connection: NPS 1/2.
7. CWP Rating: 150 psig.
8. Maximum Operating Temperature: 225 deg F.

2.3 STRainers

A. Y-Pattern Strainers:
1. Body: ASTM A 126, Class B, cast iron with bolted cover and bottom drain connection.
2. End Connections: Threaded ends for NPS 2 and smaller; flanged ends for NPS 2-1/2 and larger.
3. Strainer Screen: Stainless-steel with perforations as follows:
   a. Water Service startup: 20 mesh strainer, bronze
   b. Water Service up to 2 inches: 20-mesh strainer
c. Water Service 2-1/2 inches to 4 inches: 1/16 inch perforations
d. Water Service 6 inches and larger: 1/8 inch perforations

2.4 CONNECTORS

A. Stainless-Steel Bellow, Flexible Connectors:
   2. End Connections: Threaded or flanged to match equipment connected.
   4. CWP Rating: 150 psig.
   5. Maximum Operating Temperature: 250 deg F.

PART 3 - EXECUTION

3.1 VALVE APPLICATIONS

A. Install shutoff-duty valves at each branch connection to supply mains and at supply connection to each piece of equipment.

B. Install calibrated-orifice, balancing valves in the return pipe of each cooling terminal.

3.2 HYDRONIC SPECIALTIES INSTALLATION

A. Install manual vents at heat-transfer coils as required for air venting.

END OF SECTION 232116
SECTION 233113 - METAL DUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:
   1. Single-wall rectangular ducts and fittings.
   2. Sheet metal materials.
   3. Sealants and gaskets.
   4. Hangers and supports.

1.3 PERFORMANCE REQUIREMENTS

A. Duct Design: Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and performance requirements and design criteria indicated in "Duct Schedule" Article.

B. Structural Performance: Duct hangers and supports and seismic restraints shall withstand the effects of gravity and seismic loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and ASCE/SEI 7.

C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of the following products:
   1. Sealants and gaskets.

B. Shop Drawings:
   1. Factory- and shop-fabricated ducts and fittings.
   2. Duct layout indicating sizes, configuration and static-pressure classes.
   3. Elevation of top and bottom of ducts.
   4. Dimensions of main duct runs from building grid lines.
   5. Fittings.
   6. Reinforcement and spacing.
   7. Seam and joint construction.
8. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
9. Hangers and supports, including methods for duct and building attachment, seismic restraints, and vibration isolation.

1.5 QUALITY ASSURANCE

A. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-up."

B. ASHRAE/IES Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

PART 2 - PRODUCTS

2.1 DUCT MATERIALS

A. Comply with requirements in "Duct Schedule" Article for applications of duct material, pressure class, duct seal-class level, and duct-leakage class.

2.2 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
2.3 SHEET METAL MATERIALS

A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
   2. Finishes for Surfaces Exposed to View: Mill phosphatized.

C. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
   1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.

D. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.4 SEALANT AND GASKETS

A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.

B. Water-Based Joint and Seam Sealant:
   1. Application Method: Brush on.
   2. Solids Content: Minimum 65 percent.
   5. Mold and mildew resistant.
   6. VOC: Maximum 75 g/L (less water).
   7. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
   8. Service: Indoor or outdoor.
   9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

C. Flanged Joint Sealant: Comply with ASTM C 920.
   2. Type: S.
   3. Grade: NS.
   5. Use: O.

D. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.
2.5 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.

B. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."

C. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.

D. 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.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.

B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.

C. Sizes shown on plans are air side sizes. Where ducts are shown as lined, dimensions shall be increased to reflect that thickness of the lining.

D. Install ducts in maximum practical lengths.

E. Install ducts with fewest possible joints.

F. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.

G. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.

H. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.

3.2 INSTALLATION OF EXPOSED DUCTWORK

A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.

B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead.

C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.

D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.

E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 HANGER AND SUPPORT INSTALLATION

A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."

3.4 SEISMIC-RESTRAINT-DEVICE INSTALLATION

A. Install ducts with hangers and braces designed to support the duct and to restrain against seismic forces required by applicable building codes. Comply with ASCE/SEI 7.

3.5 CONNECTIONS

A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.6 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Duct System Cleanliness Tests:
   1. Visually inspect duct system to ensure that no visible contaminants are present.

C. Duct system will be considered defective if it does not pass tests and inspections.

3.7 START UP

A. Air Balance: Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC."
3.8 DUCT SCHEDULE

A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:

B. Supply Air Ducts:
   1. Ducts Connected to Blower Coil Units:
      a. Single wall, rectangular as shown on drawings.
      b. Pressure Class: Positive 2-inch wg.
      c. SMACNA Seal Class: B.

C. Intermediate Reinforcement:

D. Elbow Configuration:
   1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."
      a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
      b. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
      c. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

E. Branch Configuration:
   1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."
      a. Rectangular Main to Rectangular Branch: 45-degree entry.
      b. Rectangular Main to Round Branch: Spin in.

END OF SECTION 233113
SECTION 233300 - AIR DUCT ACCESSORIES

PART 1 - GENERAL

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

1.2 SUMMARY
   A. Section Includes:
      2. Flexible connectors.

1.3 ACTION SUBMITTALS
   A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 ASSEMBLY DESCRIPTION
   A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

2.2 MATERIALS
   A. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
      2. Exposed-Surface Finish: Mill phosphatized.

   B. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.

   C. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.
2.3 MANUAL VOLUME DAMPERS

A. Low-Leakage, Steel, Manual Volume Dampers:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. American Warming and Ventilating; a Mestek Architectural Group company
      b. McGill AirFlow LLC
      c. Nailor Industries Inc
      d. Pottorff
      e. Ruskin Company
      f. Trox USA Inc.
      g. United Enertech
      h. Vent Products Co., Inc
   2. Comply with AMCA 500-D testing for damper rating.
   3. Low-leakage rating, with linkage outside airstream, and bearing AMCA’s Certified Ratings Seal for both air performance and air leakage.
   4. Suitable for horizontal or vertical applications.
   5. Frames:
      a. Hat shaped.
      b. 0.094-inch- thick, galvanized sheet steel.
      c. Mitered and welded corners.
      d. Flanges for attaching to walls and flangeless frames for installing in ducts.
   6. Blades:
      a. Multiple or single blade.
      b. Parallel- or opposed-blade design.
      c. Stiffen damper blades for stability.
      d. Galvanized, roll-formed steel, 0.064 inch thick.
   8. Bearings:
      a. Molded synthetic.
      b. Dampers in ducts with pressure classes of 3-inch wg or less shall have axles full length of damper blades and bearings at both ends of operating shaft.
11. Tie Bars and Brackets: Galvanized steel.
12. Accessories:
    a. Include locking device to hold single-blade dampers in a fixed position without vibration.

2.4 FLEXIBLE CONNECTORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Ductmate Industries, Inc
   2. Duro Dyne Inc.
   3. Hardcast, Inc.
   4. Ventfabsrics, Inc
   5. Ward Industries; a brand of Hart & Cooley, Inc
B. Materials: Flame-retardant or noncombustible fabrics.

C. Coatings and Adhesives: Comply with UL 181, Class 1.

D. Metal-Edged Connectors: Factory fabricated with a fabric strip 5-3/4 inches wide attached to two strips of 2-3/4-inch wide, 0.028-inch thick, galvanized sheet steel or 0.032-inch thick aluminum sheets. Provide metal compatible with connected ducts.

   1. Minimum Weight: 26 oz./sq. yd.
   2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
   3. Service Temperature: Minus 40 to plus 200 deg F.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install duct accessories according to applicable details in SMACNA’s "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts.

B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.

C. Install volume dampers at points on supply systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.
   1. Install steel volume dampers in steel ducts.

D. Set dampers to fully open position before testing, adjusting, and balancing.

E. Install flexible connectors to connect ducts to equipment.

F. Install duct test holes where required for testing and balancing purposes.

3.2 FIELD QUALITY CONTROL

A. Tests and Inspections:
   1. Operate dampers to verify full range of movement.
   2. Inspect turning vanes for proper and secure installation.

END OF SECTION 233300
SECTION 233713.13 - AIR DEVICES

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. Registers, grilles and diffusers.

B. Related Requirements:

1. Section 233300 "Air Duct Accessories" for volume-control dampers not integral to diffusers.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.

2. Diffuser Schedule: Indicate drawing designation, room location, quantity, model number, size, and accessories furnished.

PART 2 - PRODUCTS

2.1 AIR DEVICES, GENERAL

A. Basis-of-Design Product: Subject to compliance with requirements, provide Titus or comparable product by one of the following:

1. Anemostat Products; a Mestek company
2. Carnes Company
3. Krueger
4. METALAIRE, Inc
5. Nailor Industries Inc
6. Price Industries
7. Titus
8. Tuttle & Bailey
B. Provide air devices of the minimum sizes and quantities indicated and of the types specified.

C. Contractor shall carefully study the drawings and the field conditions to ascertain the air device requirements as to suitability, location, air capacity, required accessories, border and finish.

D. Margins shall be as indicated or directed to suit field conditions.

E. Verification of Performance: Rate diffusers according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

F. Air devices shall be selected to provide draft-free air distribution over entire area served and sound rating shall not exceed Noise Criteria (NC) 25.

G. Air device finish shall be an anodic acrylic paint, baked at 315°F for 30 minutes.
   1. The pencil hardness must be HB to H.
   2. The paint must pass a 100-hour ASTM B117 Corrosive Environments Salt Spray Test without creepage, blistering or deterioration of film.
   3. The paint must pass a 250-hour ASTM D870 Water Immersion Test.

H. The paint must also pass the ASTM D2794 Reverse Impact Cracking Test with a 50-inch pound force applied.

2.2 TYPE A: SIDEWALL DOUBLE DEFLECTION SUPPLY GRILLE, ALUMINUM

A. Aluminum supply grilles shall be TITUS Model 300FL (double deflection) or approved equal of the sizes and mounting types shown on the plans and outlet schedule.

B. The deflection blades shall be available parallel to the long dimension of the grille or register. Construction shall be of aluminum with a 1¼-inch wide border on all sides. Sizes 24 x 24 inches and below shall have roll-formed borders with a minimum thickness of 0.032 inch. Larger sizes shall be constructed using continuous aluminum extrusions with a nominal thickness of 0.040 through 0.050 inch and shall be interlocked at the four corners and mechanically staked to form a rigid frame. Screw holes shall be countersunk for a neat appearance.

C. Deflection blades shall be contoured to a specifically designed and tested cross-section to meet published test performance data. Blades shall be spaced on ¾-inch centers. Blades shall have friction pivots on both sides to allow individual blade adjustment without loosening or rattling or be inserted through the frame and held tight with steel friction wire interlocked to the frame on both ends of each side. Plastic blade pivots are not acceptable.

D. Optional opposed blade volume damper shall not be provided.

E. The grille finish shall be #26 white

PART 3 - EXECUTION
3.1 EXAMINATION

A. Examine areas where diffusers are installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install air devices level and plumb.

B. Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.

C. Install air devices with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

3.3 ADJUSTING

A. After installation, adjust air devices to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 233713
SECTION 238219 - BLOWER COIL 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:
   1. Ducted blower coil units and accessories.

1.3 ACTION SUBMITTALS

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

B. Shop Drawings:
   1. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
   2. Include diagrams for power, signal, and control wiring.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For fan coil 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. Fan Coil Unit Filters: Furnish one spare filters for each filter installed.

1.6 QUALITY ASSURANCE

A. Comply with NFPA 70.
B. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."

C. ASHRAE/IES 90.1 Compliance: Applicable requirements in ASHRAE/IES 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."

1.7 WARRANTY

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

1. Warranty Period: One year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

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

2.2 DUCTED FAN COIL UNITS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Johnson Controls, Inc Model ACR or comparable product by one of the following:

1. Carrier Corporation; a unit of United Technologies Corp.
2. Daikin Applied
3. Johnson Controls, Inc.
4. Trane Inc.

B. Construction.

1. All units shall be fabricated of minimum 18 gauge galvanized steel, able to withstand a 125 hour salt spray test per ASTM B-117.
2. Panels shall be die-formed “multibend” construction for optimum strength and rigidity.
3. All exterior panels shall be single wall.
4. Insulation shall be 1 inch thick, 1.6 pound per cubic foot scrim reinforced foil faced insulation, glued and pinned with mechanical fasteners, and seams are foil taped for maximum positive adhesion.
5. Insulation must comply with UL 181, ASTM-C1071, NFPA 90A & 90B and meets bacteriological standard ASTM-C-665 and C-1136 for mold, mildew and humidity resistance.
6. Maximum thermal conductivity shall be 0.24.
7. All units shall have minimum 1” duct collars on discharge.
8. The access panel shall be fully insulated and attached with standard lift and turn fasteners on at least two opposite sides.
9. No coil or drain piping or electrical connections shall pass through any access panel.
10. Each unit shall be furnished with a one-piece heavy gauge stainless steel drain pan with welded corner construction.

C. Fan Assembly
1. All units shall be furnished with DWDD forward curved centrifugal blowers statically and dynamically balanced for smooth operation.
2. All blower wheels shall have two setscrews and shall be mounted on solid steel shafting rotating in ball bearings with a minimum design average life (L50) of 100,000 hours.
3. All blower assemblies shall have resilient mounted cartridge type permanently lubricated ball bearings.

D. Fan Motor and Drive Assembly
1. Motors: Comply with requirements in Section 230513 "Common Motor Requirements for HVAC Equipment."
2. All fan motors shall be standard NEMA design motors of the horsepower listed in the equipment schedule.
3. All motors shall be 1750 RPM, 60-hertz ODP single speed motors rated for continuous duty.
4. All motors shall be reversible rotation type.
5. Three phase motors shall be “across-the-line” start type.
6. All motors shall be mounted on an adjustable base.
7. All motor wiring is to be terminated in a junction box, external to the unit casing.
8. All fan drive assemblies shall include an adjustable pitch motor pulley, a fixed pitch blower pulley and a standard cross section “V-belt”. All fan drives shall be selected at a minimum service factor of 1.2.

E. Coils.
1. All unit coils shall be rated in accordance with AHRI 410.
2. All coils shall be 1/2” O.D. seamless copper tubes with collared and corrugated aluminum fins.
3. All tubes shall be mechanically expanded to provide an efficient bond between tube and fin.
4. All water coils shall be provided with a manual air vent fitting to allow for coil venting.
5. Valve core type vent fittings shall not be accepted.
6. All chilled water coils shall have 0.0045” aluminum fins and 0.016” tube wall thickness.
7. All coils shall be hydrostatically tested with air under water at 450 PSIG minimum pressure and rated for a maximum of 300 PSIG working pressure at 200°F.
8. Coil casing shall be fabricated from stainless steel.

F. Filters
1. Unit shall be furnished with a flat filter rack designed to accept 2” nominal, standard sized, pleated filters.
2. One complete set of spare pleated filters shall be provided for each unit.

G. Controls
1. Control devices and operational sequence are specified in Section 230548 "Vibration and Seismic Controls for HVAC Piping and Equipment."

H. Electrical Connection
1. The unit fan motor shall be completely factory wired to an external electrical enclosure.
2. Each unit shall include fan control package with 24-volt control voltage.
3. Each unit shall include motor circuit fusing, control circuit transformer and terminal strip for connection of field wiring.
4. A main incoming power non-fused disconnect switch shall be factory furnished and wired by the unit manufacturer for single point power connection.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas, with Installer present, to receive fan coil units for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for piping and electrical connections to verify actual locations before fan coil unit installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install fan coil units level and plumb.

B. Install fan coil units to comply with NFPA 90A.

C. Install new filters in each fan coil unit within two weeks after Substantial Completion.

3.3 CONNECTIONS

A. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping, fittings, and specialties. Specific connection requirements are as follows:
   1. Install piping adjacent to machine to allow service and maintenance.
   2. Extend condensate drain to floor drain.
      a. Install condensate trap of adequate depth to seal against fan pressure. Install cleanouts in piping at changes of direction.

B. Connect supply-air ducts to fan coil units with flexible duct connectors specified in Section 233300 "Air Duct Accessories." Comply with safety requirements in UL 1995 for duct connections.

C. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."

D. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
3.4 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
   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 safety devices. Replace damaged and malfunctioning controls and equipment.

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

C. Prepare test and inspection reports.

3.5 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain fan coil units.

END OF SECTION 238219
SECTION 260500 – COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. Provide complete, tested and fully functional electrical systems as shown on the Drawings and as specified herein.

B. Electrical equipment and installed systems shall be suitable for the intended application, shall be safe for the intended use, shall be fully rated for the available fault current, and shall conform to local building codes and statutory requirements.

1.2 RELATED DOCUMENTS

A. The Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section. In the event of conflict between specific requirements of the various documents, the more restrictive, the more extensive (i.e.: more expensive) requirement shall govern.

B. Electrical requirements specified in this Section apply to electrical equipment and materials described in other Sections of Division 26.

1.3 SCOPE OF WORK

A. The work includes, but is not limited to, the following:

1. Basic electrical materials and methods
2. Electrical identification
3. Wire and cable
4. Raceways, boxes, and fittings
5. Lighting Controls
6. Receptacles and Equipment Connections
7. Interior Lighting
8. Fire Alarm System
9. Seismic Restraints for Electrical
10. Building expansion/seismic joint accommodation equipment
11. Fire Rated Penetration Systems
12. Low Voltage Systems Raceway Distribution System
13. Coordination Drawings
14. Thorough cleaning of all equipment prior to energization
15. Acceptance testing of all equipment installed under this Section
16. Protection of all equipment under this Division until the final acceptance of the job

B. Coordinate Division 26 requirements with work in other Divisions.
C. Submit preconstruction submittals, shop drawings, product data, samples, design data, test reports, certificates, manufacturer’s instructions, manufacturer’s field reports, operation and maintenance data, closeout submittals and other specified documents to the Engineer for review and approval as described in Division 1, in this Section, and in other Sections of Division 26.

D. Perform electrical acceptance tests described in other Division 26 Sections (Part 3).

E. The following principal items of work will be performed under other Sections unless otherwise noted:
   1. Finish painting of all exposed raceways, boxes, hangers, apparatus, etc., except as otherwise specifically mentioned herein.
   2. Cutting and patching referred to in Division 1.

1.4 PROJECT CONDITIONS

A. Ambient temperature, humidity, and elevation ranges: Equipment other than transformers shall be rated for continuous operation at full rated load without derating, under the following conditions:
   1. Ambient Temperature: 0 to 40 deg C.
   2. Humidity: Less than 90 percent (non-condensing).
   3. Altitude: Not exceeding 3300 feet (1000 m).

B. Product Selection for Restricted Space: Drawings show allowable space to scale for anticipated equipment sizes. Comply with NEC requirements for working clearances and with manufacturer’s recommendations for access for maintenance. Notify the Engineer if insufficient space is available for available products.

1.5 DEFINITIONS

A. In addition to the Definitions in Specification Division 1, the following definitions apply to Division 26:
   1. AHJ: The statutory Authority Having Jurisdiction as defined in NEC Article 100 for enforcement of legally required compliance to local codes, standards, and ordinances.
   2. ANSI: American National Standards Institute
   3. AEIC: Association of Edison Illuminating Companies
   4. ASQ: American Society for Quality
   5. AWG: American Wire Gauge
   7. Cable: an assembly of insulated conductors
   8. Control panel: an electrical enclosure housing control logic devices and an operator control interface
   9. Commissioning: the process of testing system performance after the sequential steps of installation, testing, energization, startup (including initial adjustment and de-bugging) and functional testing of individual pieces of equipment have all been completed.
10. Contract: as used in the Electrical Specification, includes all Contract documents including Specifications and Appendices, Drawings, Addenda, and Change Orders

11. ICEA: Insulated Cable Engineers Association

12. Equipment: a general term including materials, fittings, devices, appliances, fixtures, apparatus, and the like, used as part of, or in connection with, an electrical installation (OSHA Section 29 CFR 1910.399(46) definition)

13. FM: Factory Mutual, Inc.

14. Field wiring: on-site installation of raceways & conductors to connect equipment in accordance with approved drawings

15. Field test: electrical test carried out on-site

16. Fail-safe: selection of control devices and contacts in a manner which results in safe shutdown of the equipment whenever one of the following events occurs:
   a. Loss of remote control RUN command (normal configuration: contacts close to run equipment)
   b. Intentional and unintentional disconnection of device (normal configuration: contacts open to shut down equipment)
   c. High contact resistance or high resistance connection
   d. Loss of 4-20mADC signal
   e. Definite-time sequence takes too long, e.g., reduced voltage motor starter fails to make transition from START mode to RUN mode after a reasonable time
   f. Defined sequence does not occur, e.g., there is no flow from a motor driven pump within a reasonable time after the motor starter contactor is energized.

17. Furnish and install: same as “Provide” below.

18. Functional testing: verification of the satisfactory performance of control logic, with due attention to equipment protective devices, for example, overload relays, temperature switches, pressure switches, flow switches, and similar devices, under actual operating conditions

19. HV: high voltage, operating voltage over 600V (NEC definition)

20. IEEE: Institute of Electrical and Electronics Engineers, Inc.


22. Lineup: with respect to switchgear, switchboards, and motor control centers, a contiguous group of vertical sections with common main busbars, and including bus tie breaker sections and control sections

23. LV: low voltage, operating voltage under 600V (NEC definition)

24. Megger: insulation tester with megohm scale

25. NEC: NFPA 70, the National Electrical Code

26. NETA: InterNational Electrical Testing Association, Inc.

27. NICET: National Institute for Certification in Engineering Technologies


29. NRTL: Nationally recognized testing laboratory as defined in 29 CFR 1910.7 as it applies to testing and inspecting for safety in the workplace (OSHA definition)

30. Nonconformity: The nonfulfillment of a specified requirement (ASQ definition)

31. “Or approved equal”: proposed “equal” product shall be in conformance with all specified requirements, shall be equivalent in materials of construction to specified manufacturers’ products, shall have equal or superior performance in the conditions anticipated for use of the product in this project, and shall be approved by the Engineer

32. OSHA: Occupational Safety and Health Act

33. Panel: with respect to circuit breaker and fuse power distribution centers, panel is equivalent to “distribution board”, e.g., lighting panel; with respect to control panels,
refers either to the entire control panel itself or to a steel plate used for mounting devices inside the control panel

34. Provide: Throughout the Specification, use of this term includes project administration, quality assurance, human resources, tools & equipment, logistics and scheduling, submittals of shop drawings & samples for approval, managing suppliers, purchasing, manufacturing, factory testing, release for shipment, packing, delivery, storage, submittal of coordinated & dimensioned installation drawings for approval, installation, surface preparation & finishes, site testing, startup & commissioning, on-site supervision by equipment manufacturers’ representatives, spare parts & tools, Operations and Maintenance (O&M) Manuals, training, guarantees and warranties, other work described in individual Sections of the Specification, and the Contractor’s duties, responsibilities, risks, and liabilities under the Contract.

35. Punch list: document containing detailed descriptions of non-conformities

36. Quality: conformance to specified requirements.

37. RMS: root mean square

38. Raceways: cable ladder and tray, conduit, duct, wireway, and associated boxes and fittings which enclose, support, and protect wires and cables

39. Shop drawings: a complete package of manufacturer’s equipment drawings, bill of materials, catalog data sheets, performance curves, calculations, and other data provided to demonstrate conformance to the equipment specification

40. Substitution: an alternative, nonconforming product proposed by the Contractor in lieu of a specified, conforming product

41. Substantial Completion: an electrical system may be considered substantially complete when the equipment has passed the specified tests required prior to energization, has been energized, has passed the Electrical Acceptance Tests, and all related Specification requirements have been met except for well-defined minor items which, in the opinion of the Engineer, may be repaired or replaced prior to Final Acceptance without adversely affecting process performance.

42. Terminal box: an electrical enclosure containing labeled terminal blocks for connection of wiring

43. UL: Underwriters Laboratories, Inc.

44. VFC: variable frequency controller

45. VFD: variable frequency drive, the combination of VFC and inverter-duty motor that drive mechanical loads using the principle of variable frequency motor control

46. Wiring: conductors and connections to equipment terminals. ‘Wiring’ and ‘cabling’ shall be considered equivalent terms. Fiber optic cables shall be included in the scope of electrical wiring.

1.6 REFERENCE STANDARDS

A. Notwithstanding revision dates shown in this and other Sections of Division 26, the codes and standards applicable to this project shall be those in effect at the time of bid submittal, except for NFPA 70 NEC, which shall be the version acceptable to the AHJ.
1.7 QUALITY ASSURANCE

A. In consultation with the equipment and materials Suppliers, the Contractor shall prepare and submit a Compliance Statement as described in “SUBMITTALS” below with each submittal requiring approval.

B. The Engineer’s approval of a submittal shall not relieve the Contractor of any Contractor responsibilities under the Contract. Approval of a submittal that is incomplete, or one that has nonconformities that are not described in the Compliance Statement that is specified to be included with each submittal, followed by the discovery of unapproved nonconformities, will result in replacement of the non-conforming items at no additional cost to the Owner. Substitutions require the approval of the Engineer.

C. Manufacturers of electrical equipment shall have quality certification to ISO 9000:2000 or an equivalent Quality Management System acceptable to the Engineer.

D. Equipment, materials, and installation shall conform to NEC requirements and shall be NRTL-listed and labeled.

E. On-site testing prior to energization and electrical acceptance testing shall be performed as specified in other Sections.

F. Manufacturers, manufacturer’s representatives, subcontractors, supervisors, installers, and testing agencies shall have qualifications and experience as described in other Sections of the Specification. Qualifications and experience submittals for firms and individuals shall be submitted, re-submitted, or updated whenever requested by the Owner’s Representative.

1.8 SAFETY IN THE WORKPLACE

A. Electrical equipment and materials, and the Contractor’s installation practices, shall conform to the following:

2. NFPA 70, the National Electrical Code
3. Current edition of NFPA 70E, Standard for Electrical Safety Requirements for Employee Workplaces

B. These regulations and standards impose obligations on equipment manufacturers to obtain NRTL certification, listing, and labeling to comply with OSHA (Occupational Safety and Health Act) and Department of Labor regulations.

C. All electrical equipment for which NRTL test procedures have been established shall be certified, listed, and labeled, or otherwise determined to be safe for its intended use, by a NRTL. The absence of a specific reference to NRTL-listing in other Sections shall not relieve the Contractor of the requirement to provide NRTL-listed equipment, and to obtain certification as required by the AHJ in cases where NRTL listing and labeling is not a manufacturer’s standard offering for a particular product.
D. Equipment shall not be modified in any manner adversely affecting safety for the intended use, nor shall any equipment be modified on-site without the approval of the manufacturer.

E. Equipment sound levels shall not exceed limits established by reference standards and local regulations. In the absence of reference standards and local regulatory requirements, sound pressure levels shall not exceed 85 dB (A) measured three feet from the equipment.

F. Equipment with moving parts shall be fully guarded in compliance with OSHA rules and regulations.

1.9 INSPECTIONS BY THE AHJ

A. The Contractor shall make arrangements for electrical inspection of the project by the AHJ. Upon completion of the work, final certificate of approval documents shall be submitted to the Engineer for forwarding to the Owner. This certificate shall be submitted prior to request for final payment. The Contractor shall pay all fees required for inspection.

1.10 WORKMANSHIP AND MATERIALS

A. Materials and equipment shall be new and undamaged, shall be marked by the manufacturer, and shall be delivered to the construction site in the original factory packaging.

B. Materials and equipment shall be installed in accordance with the Drawings, the Specification, and the manufacturer’s installation, operation, and maintenance instructions. In the event of apparent conflicts or discrepancies, the Engineer shall be informed of the apparent conflict or discrepancy in writing, and will instruct the Contractor how to proceed.

1.11 RESOURCES AND CONSTRUCTION SCHEDULE

A. The Contractor shall provide sufficient resources, including qualified and experienced project managers, electrical engineers, superintendents, technicians, supervisors, electricians, tools and construction equipment to complete the electrical work in accordance with the activity durations and sequences shown on the Construction Schedule for this project.

B. The construction schedule shall include the following activities and milestones, in realistic sequence, for each transformer, circuit breaker panelboard and exterior lighting:

1. Review of shop drawings
2. Approval of shop drawings (milestone)
3. Factory testing
4. Request for release of shipment documentation
5. Shipping
6. Delivery to site (milestone)
7. Formwork ready for sleeves, openings, and inserts
8. Equipment installation (including “remote” sites)
9. Tests on completion of installation (prior to energization)
10. Energization (milestone)
11. Functional testing  
12. Acceptance testing  
13. Installation, testing, and commissioning complete (milestone)

C. The construction schedule shall include the following activities and milestones, in the following sequence, for electrical raceways and wiring in each building and structure:

1. Review of Contractor’s dimensioned layout and coordination drawings  
2. Approval of Contractor’s dimensioned layout and coordination drawings (milestone)  
3. Materials delivery to site (milestone)  
4. Foundations ready for grounding electrode installation  
5. Imbedded raceway installation  
6. Room ceiling, wall, and floor finishing complete (ready for exposed raceway installation)  
7. Surface raceway installation  
8. Wire & cable installation  
9. Tests on completion of installation (prior to energization)  
10. Wire and cable testing complete (milestone)

1.12 CONTRACT DRAWINGS AND SPECIFICATIONS

A. The Electrical Drawings provide scaled layouts of representative equipment and key building dimensions, for example, structural gridlines, but do not include “approved for construction” dimensions for equipment.

B. All electrical systems, mounting hardware, labor and other items indicated on the Electrical Drawings, schedules and/or specifications shall be included in the Contractor’s bid, unless specifically indicated otherwise. The specifications, schedules, diagrams, details and plans are complementary and what is indicted on any is as binding as if indicated on all. Where conflict exists between what is shown and what is specified, the more stringent shall govern.

C. The drawings are diagrammatic and are not intended to show each and every conductor, fitting, device, conduit, or complete detail of all the work to be performed, but are for the purpose of illustrating the type system and special conditions necessary for the experienced electrician to take off their material and lay out the work. The Contractor shall be responsible for making such measurements as may be necessary at the Project and adapting the work to project conditions.

D. Drawings shall not be scaled. Refer to architectural and structural drawings for building construction and dimensions and to room finish schedule or architectural drawings for material, finish and construction method of walls, floor and ceiling in order to insure proper rough-in and installation of work.

1.13 COORDINATION OF WORK

A. Work under this Division shall be performed in conjunction with the work of other trades. Coordinate electrical installation work with the overall construction schedule. Examine the plans and specifications prior to commencement of work and become familiar with all phases of work involved prior to commencing installation work.
B. The Contractor shall be responsible for coordinating dimensions of equipment and working clearances in accordance with NEC, and in all cases bring to the attention of the Engineer any discrepancies on the plans and in the specifications prior to installation. Any work that installed without proper coordination shall be removed and reinstalled at the Contractor's expense. The layout for sleeves, chases, openings, etc., must be arranged prior to construction in order to prevent unnecessary cutting. Examine Architectural drawings for doors swings, countertop heights, built-in furniture and casework, and other factors affecting electrical outlet locations prior to roughing-in raceways, boxes, fittings, and outlets.

1.14 CODES AND STANDARDS

A. All equipment and materials shall be manufactured, tested, and installed in accordance with the National Electrical Code (NEC) and all applicable portions of local codes, in accordance with the requirements of the AHJ.

B. In addition, work shall be in accordance with the versions of the following referenced standards in effect at the time of bid opening:

1. American Association for Laboratory Accreditation (A2LA)
3. American National Standards Institute (ANSI)
4. Americans with Disabilities Act (ADA)
6. Factory Mutual Engineering & Research (FME&R)
7. Illuminating Engineering Society of North America (IESNA)
8. Insulated Cable Engineers Association (ICEA)
9. International Organization for Standardization (ISO)
10. National Electrical Manufacturers Associates (NEMA)
11. Institute of Electrical and Electronic Engineers (IEEE)
12. National Fire Protection Association (NFPA)
13. Occupational Safety and Health Act (OSHA)
14. Underwriters Laboratory, Inc. (UL) and other NRTL standards and test procedures

1.15 SUBMITTALS

A. Submittals shall conform to requirements described in Division 1 Section “Submittal Procedures”.

B. Compliance Statement: with each submittal, include a Compliance Statement listing each Specification Section, and Part 1, 2, and 3 Sub-Sections, stating, paragraph-by-paragraph, compliance with the Specification, each minor nonconformity that is within the intent of the Specification, and proposed nonconformities. Provide short description of minor nonconformities, and detailed explanation of other nonconformities.

C. Submittal Format
1. Each submittal shall be accompanied by a transmittal letter showing the submittal category and Specification Section reference number(s). Submittals shall be 3-hole punched and neatly bound.
2. Submittals shall have a complete Table of Contents with tabs corresponding to the Table of Contents headings.
3. Submittal transmittal letters shall clearly identify the reason for submittal, e.g., for approval, as manufactured, or as-built / record.
4. Each page of each submittal shall be numbered. Page numbers shall be listed on the Table of Contents. Content shall be printed on 8½ x 11 inch paper, or 11 x 17 paper (folded). Larger size drawings shall be folded and placed in labeled individual clear plastic pockets.
5. Product Data shall be clearly marked to show which items are proposed for this project. Information that does not apply to this project shall be crossed out.

D. Submittal Categories

1. Preconstruction Submittals, including proposed substitutions, supplier and manufacturer qualifications and experience, construction scheduling, preliminary harmonics analysis for variable frequency controllers
2. Shop Drawings, including equipment drawings, seismic bracing details, and Coordination Drawings
3. Product Data, marked to indicate precisely which items are proposed for this project
4. Samples, labeled by name, Specification Section and sub-clause, and mounted on sample boards
5. Design Data, including manufacturer’s design calculations
6. Test Reports, including prototype tests, factory tests, field tests, acceptance tests, and functional tests
7. Certificates, including seismic qualification certification, welding certificates, factory training certificates for manufacturer’s representatives
8. Manufacturer’s Instructions, including unloading, hoisting, rigging, short term storage, long term storage, method of field assembly, and installation instructions
9. Manufacturer’s Field Reports, including inspections and training records
10. Operation and Maintenance Manuals, including manufacturer’s standard published literature and specially prepared descriptions of operation
11. Closeout Submittals, including black line paper copy of Record Drawings marked in red illustrating changes during construction
12. Spare Parts and Special Tools List

E. In the absence of contradictory instructions in Division 1 Section “Submittal Procedures”, Shop Drawings and Coordination Drawings shall be marked with revision blocks to indicate status as follows:

1. FOR APPROVAL
2. AS MANUFACTURED (incorporates Engineer’s comments)
3. AS BUILT / RECORD (incorporates on-site modifications)

F. Product Data Sheets: Submit a list of manufacturers with catalog numbers and product data sheets for the following materials miscellaneous equipment, and obtain approval before the items in question are ordered or installed.
1. Raceways, Boxes, and Fittings
2. Wire and Cable (600 V and less)
3. Fire Rated Penetration Systems
4. Electrical Identification
5. Hangers and Supports
6. Seismic Restraints
7. Lighting Control Devices
8. Wiring Devices
9. Lighting Fixtures
10. Fire Alarm System

G. Record Drawings: Maintain a full size paper set of “black-line” working drawings throughout the project, and shall carefully record in red ink the actual locations including dimensions to locate each piece of electrical equipment, raceways, boxes, & fittings, and electrical outlets. Upon Substantial Completion of the work, deliver the marked-up set of prints to the Engineer. The Engineer reserves the right to withhold final payment until "As-Built" drawings are received.

H. Operation and Maintenance Manuals: Prior to acceptance of the finished project, provide copies of electrical Operation and Maintenance Manuals in conformance with Division 1 Section “Operation and Maintenance Data”. O&M Manuals shall be organized according to Division 26 Section numbers. Each copy shall be bound in a durable, 3-ring hardback binder, with data sheets individually punched and reinforced to prevent tearout. Data sheets shall be grouped, and binder dividers shall be provided to match the Table of Contents. Each Manual shall have an identifying label on the spine and front cover and shall include the following:

1. List of all O&M Manuals in the front of each manual.
2. Table of Contents for each manual and each binder
3. Copy of each of the following:
   a. Preconstruction Submittals
   b. Shop Drawings
   c. Product Data
   d. Design Data
   e. Test Reports
   f. Certificates
   g. Manufacturer’s Instructions
   h. Manufacturer’s Field Reports
   i. Operation and Maintenance Data
   j. Closeout Submittals
   k. Panelboard directories (as-built)

1.16 OUTAGES

A. Electrical outages: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service if required by the Specification.

1. Notify the Owner a minimum of 14 days in advance of proposed interruption of electrical service.
2. Submit step-by-step sequence and schedule for proposed interruption, and if required, proposed method of providing temporary electrical service, to the Owner for approval.
3. Confirm approved interruption of electrical service one week in advance of Owner-approved date.
4. All work requiring an outage shall be done at night, from after the last plane arrival until 4am.
5. Do not proceed with interruption of electrical service without written permission from the Owner.

1.17 TEMPORARY LIGHTING AND POWER

A. Refer to Division 1.

B. The Contractor shall provide all temporary electric service for power and lighting including panels, feeders, lighting, outlets, branch circuits, etc.

C. The Owner’s electrical power shall not be used without permission of the Owner.

D. All temporary work shall be in accordance with the NEC, OSHA, and NFPA safety requirements and shall be completely removed upon completion of the project.

PART 2 - PRODUCTS AND EXECUTION

2.1 EQUIPMENT AND MATERIALS

A. Provide equipment and materials in compliance with other Sections of Division 26. The requirements in this Section apply to all Sections in Division 26.

2.2 ELECTRICAL IDENTIFICATION

A. Electrical equipment, raceways, boxes, fittings, wires and cables shall be marked in the field in accordance with Division 26 Section “Electrical Identification”.

2.3 ELECTRICAL ENCLOSURES

A. In the absence of other specified NEMA enclosure ratings in other Sections of the Specification, electrical enclosures shall have degree of protection ratings suitable for the intended application (e.g., watertight, dust-tight, explosion-proof) and environmental conditions. Electrical equipment enclosures shall have the following NEMA 250 ratings:

1. NEMA 3R: Electrical enclosures located outdoors in non-corrosive areas shall be NEMA 3R painted steel.
2. NEMA 4X: Outdoor enclosures in corrosive areas, including areas exposed to cooling tower mist, shall be NEMA 4X stainless steel.
2.4 ELECTROMAGNETIC INTERFERENCE

A. Power conversion equipment, including variable frequency controllers, battery-powered inverters, computer power supplies, frequency converters, and Uninterruptible Power Supplies, shall be fitted with EMI (electromagnetic interference), RFI (radio frequency interference) and telephone interference filters to limit interference effects on other equipment in the area in accordance with IEEE standards and recommendations applicable to the equipment.

2.5 DISSIMILAR METALS

A. Dissimilar metals shall not be connected, spliced, or joined except where specifically approved in writing by the Engineer. Copper busbars, aluminum busbars, and copper-to-aluminum busbar connections shall be tin-plated at joints and at cable lugs. Bolted electrical conductor connections shall be made with silicone-bronze bolts, nuts, and washers. Belleville washers & tin-plated flat washers shall be used at aluminum-to-copper and aluminum-to-aluminum busbar joints.

2.6 FIRE RATED PENETRATION SYSTEMS

A. Provide UL Listed fire penetration systems in openings in rated floors, walls, and other elements of construction. Provide UL listed fire penetration systems at all new and existing pipe penetrations of new and existing rated construction within the area of work. Coordinate work of this section with all other trades necessary for the proper installation of the fire rated penetration systems.

B. Submit shop drawings showing each condition requiring penetration seals in dictating proposed UL systems materials, anchorage, methods of installation, and actual adjacent construction. Submit a copy of UL illustration of each proposed system indicating manufacturer approved modifications. Submit copies of manufacturer's specifications, recommendations, inspection requirements, installation instructions, and maintenance data for each type of material required. Include letter indicating that each material complies with the requirements and is recommended for the applications shown.

C. All fire penetration systems shall reference ASTM E814/UL 1479 - Fire Test of Through - Penetration Fire Stops.

D. All systems shall be UL tested and listed in the UL Fire Resistance Directory.

E. Submit copies of written guarantee agreeing to repair or replace joint sealers which fail in joint adhesion, cohesion, abrasion resistance, weather resistance, extrusion resistance, migration resistance, stain resistance, general durability or appear to deteriorate in any other manner not clearly specified by submitted manufacturer's data as an inherent quality of the material for the exposure indicated. The guarantee period shall be one (1) year from date of substantial completion.

F. 3M products have been specified as the penetration fire stop basis of design. Other manufacturer's systems are acceptable providing they meet the requirements set forth in this specification. The fire rated penetration systems shall be the products of one manufacturer to
the maximum extent possible. The products of more than one manufacturer shall not be used as a combined seal.

G. Provide materials classified by UL to provide fire stopping equal to time rating, both "F" and "T" ratings, of construction being penetrated. Provide asbestos free materials that comply with applicable codes and have been tested under positive pressure in accordance with UL 1479 or ASTM E814. Systems shall be smoke and air tight.

H. Deliver material undamaged in manufacturer's clearly labeled, unopened containers identified with brand, type, grade, and UL label where applicable. Coordinate delivery with scheduled installation date to allow minimum storage time at site. Store material in clean, dry ventilated location. Protect from soiling, abuse, and moisture. Follow manufacturer's instruction.

I. Verify existing conditions and substrates before starting work. Correct unsatisfactory conditions before proceeding. Proceed with installation only after penetrations of the substrate and supporting brackets have been installed.

J. Furnish adequate ventilation if using solvent. Furnish forced air ventilation during installation if required by manufacturer. Keep flammable materials away from sparks or flame. Provide masking and drop cloths to prevent contamination of adjacent surfaces by fire stopping resistance.

K. Clean surfaces to be in contact with penetration seal materials, of dirt, grease, oil, loose, materials, rust, or other substances that may affect proper fitting, adhesion of the required fire resistance.

L. Install penetration seal materials in accordance with printed instructions of the UL Fire Resistance Directory and in accordance with manufacturer's instructions. Seal holes or voids made by penetrations to ensure an effective smoke barrier. Where floor openings without penetrating items are more than four (4) inches in width and subject to traffic or loading, install fire stopping materials capable of supporting same loading as floor. Protect materials from damages on surfaces subject to traffic.

M. Clean up spills of liquid components. Neatly cut and trim materials as required. Remove equipment, materials, and debris, leaving area in undamaged, clean condition.

N. Examine penetration sealed areas to ensure proper installation before concealing or enclosing areas. Keep areas of work accessible until inspection by applicable code authorities. Perform under this section patching and repairing of fire stopping caused by cutting or penetration by local inspectors and other trades.

O. Fire Rated Pathway for Low Voltage Systems: All data, video and communications cable bundles shall utilize an enclosed fire-rated pathway device wherever cables penetrate rated area separation walls. The fire-rated pathway shall contain a built-in fire sealing system sufficient to maintain the hourly fire rating of the barrier being penetrated. The self-contained sealing system shall automatically adjust to the installed cable loading and shall permit cables to be installed, removed, or retrofitted without the need to remove or reinstall firestop materials. The fire rated pathways shall consist of three inch square chases gangable up to three pathways at any location. The pathway shall be UL classified and/or FM systems approved and tested to the
requirements of ASTM E814 (UL 1479). Specified Technologies, Inc. EZ-Path. Refer to architectural drawings for location of the rated area separation walls.

2.7 WARRANTIES

A. Warranties for equipment and materials shall conform to Division 2 “Product Requirements”.

B. Provide an on-site parts and labor warranty for a minimum period of one year after Substantial Completion for all equipment and materials. In cases where the manufacturer offers a longer warranty period, the longer warranty period shall apply as described by the manufacturer.

C. All components of electrical systems that are not fully functional at the time of Substantial Completion shall have warranties extended to provide minimum one year coverage of fully operational equipment unless otherwise approved by the Owner’s Representative.

PART 3 - EXECUTION

3.1 DELIVERY AND HANDLING

A. Equipment delivered to site shall be handled in accordance with manufacturer’s recommendations by experienced riggers, crane operators, and fork lift truck operators.

3.2 STORAGE AND PROTECTION OF EQUIPMENT

A. All electrical equipment to be used in construction shall be properly stored and protected against the elements. General construction materials shall be stored in covered trailers. Switchgear, unit substations, motor controllers, panelboards, emergency lighting, solid state equipment, engine generator shall be stored in a clean, dry, indoor location, under cover, until the building is weathertight and the area where the equipment is to be installed has been completed to the satisfaction of the Engineer, including completion of overhead work by other trades.

B. Equipment enclosures exposed to construction damage such as paint spots, spackling, waterproofing, insulation etc. shall be covered and protected against damage.

3.3 INSPECTIONS PRIOR TO COVERING-UP

A. Raceways embedded in concrete or otherwise concealed shall be inspected in the presence of the Engineer’s Representative prior to placement of concrete. Sufficient time shall be allowed to make corrections if required.

3.4 ON-SITE INSPECTIONS AND NONCONFORMITIES

A. Equipment shall be inspected on delivery to site for physical damage and for compliance with the Specification and approved equipment shop drawings.

COMMON WORK RESULTS FOR ELECTRICAL 260500-14
B. Installed equipment, raceways, and wiring shall be inspected on completion of installation for compliance with the Specification and approved installation drawings.

C. A Punch List will be prepared by the Owner’s Representative during inspections and testing, and issued to the Contractor for corrective action.

D. Conform to Division 1 Section “Contract Closeout”.

E. Repairs, replacement, and other corrective action that requires de-energizing any part of the Electrical Power Distribution and Control System shall be completed prior to the scheduled date for substantial completion of the project.

3.5 CUTTING AND PATCHING

A. Conform to Division 1 Section “Cutting and Patching”.

3.6 PENETRATIONS AND SEALING

A. Sleeves and rectangular openings shall be provided for raceways provided under this Contract, and for raceways for future equipment where future equipment is shown on the Drawings. Sleeves and rectangular openings for the passage of raceways and conductors shall be sealed after the raceways and conductors have been installed. Spare sleeves and rectangular openings shall also be sealed.

B. Penetration of Waterproof Construction: Coordinate the work to minimize penetration of waterproof construction, including roofs and exterior walls. Where penetrations are necessary, provide sleeves and sealing fittings to make each penetration watertight. Conduit sleeves and openings shall be sealed watertight with mechanical seals. Watertightness shall not rely on caulking.

3.7 ELECTRICAL SAFETY AND TEST EQUIPMENT

A. Maintain the following test instruments and calibration certificates less than 12 months old on-site as a minimum:
   1. True RMS digital volt-ohm meter with resistance scale
   2. Clip-on ammeter with range from 1 to 600 amps
   3. 500V DC battery-powered megger insulation tester

B. Provide electrical safety equipment, including personal protective equipment, hot sticks, HV gloves, electrical blankets, test instruments, lighting, ventilation, and instructions in the use of safety equipment, and perform the work under this Contract in accordance with applicable safety rules and regulations. The Contractor’s attention is directed to safety issues related to confined spaces as defined in OSHA regulations.
3.8 CLEANING AND PAINTING

A. Conform to Division 1 Section “Closeout Procedures”.

B. After installation and wiring work is completed, all dust and debris shall be removed from the interior and exterior of each electrical equipment enclosure and motor by vacuum-cleaning with circuits de-energized. Do not use compressed air for cleaning. Vacuum cleaner wands and brushes shall be non-conducting. Anti-static protection shall be provided for static-sensitive devices.

C. Clean and remove all rust, scale, oil, grease, and dirt from panelboard enclosures, conduits, pull, junction and terminal boxes, fittings and hangers, leaving surfaces in condition for final surface preparation and painting under Division 9.

D. All ferrous materials that are concealed, or exposed in unfinished areas, including fittings, hangers, junction, pull and terminal boxes, that are not plated or painted with a factory-applied finish, shall be painted under this Section with one coat of zinc-chromate primer and one (1) finish coat of enamel paint approved by the Engineer. Nonferrous materials shall be cleaned only and left unpainted.

E. Equipment furnished with a factory finish coat shall have finish carefully touched-up where it is scratched or otherwise damaged. Touch-up work shall be match the color and type of the original finish.

3.9 INSPECTION AND TESTING ON-SITE

A. The Contractor shall hire a NETA-certified or NICET-certified specialist electrical testing firm to perform on-site inspection and electrical testing.

B. Perform Electrical Acceptance Tests in accordance with NETA Acceptance Testing Standards as described in individual Division 26 Sections, Part 3.

C. Submit manufacturer-endorsed field test data sheets & procedures for approval, test equipment and materials on-site prior to site visit by manufacturer’s factory-trained representative, test equipment on-site under the supervision of the Engineer and the equipment manufacturer’s factory-trained representative(s), and submit manufacturer’s statement of acceptance of installation prior to energization of equipment. Invite the Engineer’s and Owner’s representatives to witness field testing.

D. Electrical equipment shall not be energized without the approval of the Engineer.

E. A complete certified electrical test report shall be compiled by the electrical testing firm, checked for completeness, and submitted for the record.

F. The Contractor shall notify all parties whose presence is necessary for the test; and in all cases, the Engineer shall be notified at least one week prior to the actual test.
3.10 LOAD BALANCING

A. Single phase circuits in single and three-phase fuse and circuit breaker distribution boards and lighting panels shall be balanced initially based on the load calculations. Load currents shall be measured under actual operating conditions, and under conditions described by the Engineer. Circuited shall be re-arranged as necessary to obtain current balancing within 10% on each busbar.

END OF SECTION 260500
SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
   1. Building wires and cables rated 600 V and less.
   2. Connectors, splices, and terminations rated 600 V and less.
   3. Sleeves and sleeve seals for cables.

B. Related Sections include the following:
   1. Division 26 Section "Identification for Electrical Systems" for identification requirements.

1.3 DEFINITIONS

A. EPDM: Ethylene-propylene-diene terpolymer rubber.

B. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

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

B. Qualification Data: For testing agency.

C. Field quality-control test reports.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain all wire and cable of a particular type through one source from a single qualified manufacturer.

B. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing
Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

C. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.

D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

E. Comply with NFPA 70.

1.6 COORDINATION

A. Set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

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

2. General Cable Corporation.
5. Belden Wire and Cable Co.
6. Okonite Co.
7. Pirelli Cable Corp.
8. Rome Cable Corp.

B. Copper Conductors: Comply with NEMA WC 70.

C. Conductor Insulation: Comply with NEMA WC 70 for Types THW and THHN-THWN.

2.2 CONNECTORS AND SPLICES

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

2. O-Z/Gedney; EGS Electrical Group LLC.
3. 3M; Electrical Products Division.
4. Tyco Electronics Corp.

B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SLEEVES FOR CABLES

A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch thickness as indicated and of length to suit application.

D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

2.4 SLEEVE SEALS

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

1. Advance Products & Systems, Inc.
2. Calpico, Inc.
3. Metraflex Co.
4. Pipeline Seal and Insulator, Inc.

B. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.

1. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
2. Pressure Plates: Stainless steel. Include two for each sealing element.
3. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Service Entrance: Type THHN-THWN, single conductors in raceway.

B. Exposed Feeders: Type THHN-THWN, single conductors in raceway.

C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN-THWN, single conductors in raceway.

D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN, single conductors in raceway.

E. Exposed Branch Circuits, Including in Crawlspace: Type THHN-THWN, single conductors in raceway.

F. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway.

G. Flexible Metal Conduit with THHN-THWN conductors shall be used for fixture whips, minimum ¾” conduit size.

H. MC Cable SHALL NOT be used on this project.

I. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.

J. Class 1 Control Circuits: Type THHN-THWN, in raceway.

K. Class 2 Control Circuits: Type THHN-THWN, in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.

B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

E. Support cables according to Division 26 Section "Hangers and Supports for Electrical Systems."

F. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."
3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

D. Rectangular Sleeve Minimum Metal Thickness:

1. For sleeve rectangle perimeter less than 50 inches and no side greater than 16 inches, thickness shall be 0.052 inch.
2. For sleeve rectangle perimeter equal to, or greater than, 50 inches and 1 or more sides equal to, or greater than, 16 inches, thickness shall be 0.138 inch.

E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

F. Cut sleeves to length for mounting flush with both wall surfaces.

G. Extend sleeves installed in floors 2 inches above finished floor level.

H. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and cable unless sleeve seal is to be installed or unless seismic criteria require different clearance.

I. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.

J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and cable, using joint sealant appropriate for size, depth, and location of joint according to Division 07 Section "Joint Sealants."

K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at cable penetrations. Install sleeves and seal with firestop materials according to Division 07 Section "Penetration Firestopping."
L. Roof-Penetration Sleeves: Seal penetration of individual cables with flexible boot-type flashing units applied in coordination with roofing work.

M. Aboveground Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeves to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

N. Underground Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch annular clear space between cable and sleeve for installing mechanical sleeve seals.

3.6 SLEEVE-SEAL INSTALLATION

A. Install to seal underground exterior-wall penetrations.

B. Use type and number of sealing elements recommended by manufacturer for cable material and size. Position cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.7 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Division 07 Section "Penetration Firestopping."

3.8 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.

B. Tests and Inspections:
   1. After installing conductors and cables and before electrical circuitry has been energized, test for compliance with requirements.

C. Test Reports: Prepare a written report to record the following:

   1. Test procedures used.
   2. Test results that comply with requirements.
   3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

D. Remove and replace malfunctioning units and retest as specified above.
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES  260519-7
SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
   1. Hangers and supports for electrical equipment and systems.

1.3 DEFINITIONS

A. EMT: Electrical metallic tubing.
B. IMC: Intermediate metal conduit.
C. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

1.5 SUBMITTALS

A. Product Data: For the following:
   1. Steel slotted support systems.
B. Shop Drawings: Signed and sealed by a qualified professional engineer. Show fabrication and installation details and include calculations for the following:
1. Trapeze hangers. Include Product Data for components.
2. Steel slotted channel systems. Include Product Data for components.
3. Equipment supports.

1.6 QUALITY ASSURANCE

A. Comply with NFPA 70.

1.7 COORDINATION

A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

B. Coordinate installation of roof curbs, equipment supports, and roof penetrations. These items are specified in Division 07 Section "Roof Accessories."

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Allied Tube & Conduit.
   b. Cooper B-Line, Inc.; a division of Cooper Industries.
   c. ERICO International Corporation.
   d. GS Metals Corp.
   e. Thomas & Betts Corporation.
   f. Unistrut; Tyco International, Ltd.
   g. Wesanco, Inc.

2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.

3. Channel Dimensions: Selected for applicable load criteria.

B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
   a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      1) Hilti Inc.
      2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
      3) MKT Fastening, LLC.
      4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.

2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
   a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      1) Cooper B-Line, Inc.; a division of Cooper Industries.
      2) Empire Tool and Manufacturing Co., Inc.
      3) Hilti Inc.
      4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
      5) MKT Fastening, LLC.

3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.

4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.

5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.

6. Toggle Bolts: All-steel springhead type.


2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

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

B. Materials: Comply with requirements in Division 05 Section "Metal Fabrications" for steel shapes and plates.
PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.

C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with two-bolt conduit clamps.

D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.

B. Raceway Support Methods: In addition to methods described in NECA 1, EMT may be supported by openings through structure members, as permitted in NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
4. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
5. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes,
transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.

E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

A. Comply with installation requirements in Division 05 Section "Metal Fabrications" for site-fabricated metal supports.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

C. Field Welding: Comply with AWS D1.1/D1.1M.

END OF SECTION 260529
SECTION 260533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

B. Related Sections include the following:
   1. Division 26 Section "Wiring Devices" for devices installed in boxes, metallic multi-outlet assemblies, and for floor-box service fittings.
   2. Division 7 Section "Through-Penetration Firestop Systems": for fire-stopping materials and installation at penetrations through walls, ceilings and other fire-rated elements.

1.3 DEFINITION

A. EMT: Electrical metallic tubing.

B. EPDM: Ethylene-propylene-diene terpolymer rubber.

C. FMC: Flexible metal conduit.

D. IMC: Intermediate metal conduit.

E. LFMC: Liquidtight flexible metal conduit.

F. Lighting fixture whips: NEC maximum length of flexible conduit run from junction box in fixed raceways to lighting fixtures, to allow movement of the lighting fixture for initial installation and maintenance.

G. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

B. Manufacturer Seismic Qualification Certification: Submit certification that enclosures and cabinets and their mounting provisions, including those for internal components, will withstand
seismic forces defined in Division 26 Section "Vibration and Seismic Controls for Electrical Systems." Include the following:

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
   a. The term "withstand" means "the cabinet or enclosure will remain in place without separation of any parts when subjected to the seismic forces specified and the unit will retain its enclosure characteristics, including its interior accessibility, after the seismic event."

2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.

3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

C. Qualification Data: For professional engineer and testing agency.

D. Source quality-control test reports.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

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

1. Alflex Inc.
3. Anamet Electrical, Inc.; Anaconda Metal Hose.
4. Electri-Flex Co.
5. Manhattan/CDT/Cole-Flex.
7. O-Z Gedney; a unit of General Signal.
8. Wheatland Tube Company.

B. Rigid Steel Conduit: ANSI C80.1.

C. IMC: ANSI C80.6.
D. EMT: ANSI C80.3.

E. FMC: Zinc-coated steel.

F. LFMC: Flexible steel conduit with PVC jacket.

G. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
   1. Fittings for EMT: Steel or die-cast, compression type.
   2. Coating for Fittings for PVC-Coated Conduit: Minimum thickness, 0.040 inch, with overlapping sleeves protecting threaded joints.

2.2 SURFACE RACEWAYS

A. Surface Nonmetallic Raceways: Two-piece construction, manufactured of rigid PVC with texture and color selected by Architect from manufacturer's standard colors.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Butler Manufacturing Company; Walker Division.
      b. Enduro Systems, Inc.; Composite Products Division.
      c. Hubbell Incorporated; Wiring Device-Kellems Division.
      d. Lamson & Sessions; Carlon Electrical Products.
      e. Panduit Corp.
      g. Wiremold Company (The); Electrical Sales Division.

2.3 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
   2. EGS/Appleton Electric.
   7. RACO; a Hubbell Company.
   10. Spring City Electrical Manufacturing Company.
B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.

C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, aluminum, Type FD, with gasketed cover.

D. Metal Floor Boxes: Cast metal, rectangular.

E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

F. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, galvanized, cast iron with gasketed cover.

G. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.
   1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

H. Cabinets:
   1. NEMA 250, Type 1, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
   2. Hinged door in front cover with flush latch and concealed hinge.
   3. Key latch to match panelboards.
   4. Metal barriers to separate wiring of different systems and voltage.
   5. Accessory feet where required for freestanding equipment.

2.4 SLEEVES FOR RACEWAYS

A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch thickness as indicated and of length to suit application.

D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

2.5 SLEEVE SEALS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Advance Products & Systems, Inc.
   2. Calpico, Inc.
   3. Metraflex Co.
   4. Pipeline Seal and Insulator, Inc.
B. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.

1. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
2. Pressure Plates: Stainless steel. Include two for each sealing element.
3. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Comply with the following indoor applications, unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
3. Concealed in Ceilings and Interior Walls and Partitions: EMT.
4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
5. Lighting fixture whips: flexible metal conduit, ¾” conduit size minimum (MC Cable is not allowed).
6. Damp or Wet Locations: Rigid steel conduit.
7. Raceways for Concealed General Purpose Distribution of Optical Fiber or Communications Cable: EMT
8. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, stainless steel in damp or wet locations.

B. Minimum Raceway Size: 3/4-inch trade size.

C. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with that material. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer.

3.2 INSTALLATION

A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.

B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
C. Complete raceway installation before starting conductor installation.

D. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."

E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.

F. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.

G. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.

H. Threading Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

I. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.

J. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.

K. Raceways for Optical Fiber and Communications Cable: Install raceways, metallic, rigid and flexible, as follows:
   1. 1-Inch Trade Size and Larger: Install raceways in maximum lengths of 75 feet.
   2. Install with a maximum of two 90-degree bends or equivalent for each length of raceway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.

L. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
   1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
   2. Where otherwise required by NFPA 70.

M. Flexible Conduit Connections: Use maximum of 72 inches of flexible conduit for recessed and semi-recessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
   1. Use LFMC in damp or wet locations subject to severe physical damage.
   2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

N. Lighting Fixture Whips: Lighting fixture whips shall only be installed between raceway junction box and a single light fixture. Do not daisy chain lighting fixtures together. Do not use.
ceiling wire supports to support flexible metal conduit or fixture whips. Independent wires that are not used to support can be used to support raceways provided they are painted or tagged per National Electrical Code requirements.

O. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.

P. Set metal floor boxes level and flush with finished floor surface.

3.3 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 07 Section "Penetration Firestopping."

B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.

C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.

D. Rectangular Sleeve Minimum Metal Thickness:

1. For sleeve cross-section rectangle perimeter less than 50 inches and no side greater than 16 inches, thickness shall be 0.052 inch.

2. For sleeve cross-section rectangle perimeter equal to, or greater than, 50 inches and 1 or more sides equal to, or greater than, 16 inches, thickness shall be 0.138 inch.

E. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.

F. Cut sleeves to length for mounting flush with both surfaces of walls.

G. Extend sleeves installed in floors 2 inches above finished floor level.

H. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway unless sleeve seal is to be installed or unless seismic criteria require different clearance.

I. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.

J. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway, using joint sealant appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.

K. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway penetrations. Install sleeves and seal with firestop materials. Comply with Division 07 Section "Penetration Firestopping."
L. Roof-Penetration Sleeves: Seal penetration of individual raceways with flexible, boot-type flashing units applied in coordination with roofing work.

M. Aboveground, Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

N. Underground, Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch annular clear space between raceway and sleeve for installing mechanical sleeve seals.

3.4 SLEEVE-SEAL INSTALLATION

A. Install to seal underground, exterior wall penetrations.

B. Use type and number of sealing elements recommended by manufacturer for raceway material and size. Position raceway in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.5 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Division 07 Section "Penetration Firestopping."

3.6 PROTECTION

A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533
SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Identification for raceway and metal-clad cable.
2. Identification for conductors and communication and control cable.
3. Warning labels and signs.
4. Instruction signs.
5. Equipment identification labels.

1.3 SUBMITTALS

A. Product Data: For each electrical identification product indicated.

1.4 QUALITY ASSURANCE

B. Comply with NFPA 70.

1.5 COORDINATION


B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

C. Coordinate installation of identifying devices with location of access panels and doors.
D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 RACEWAY AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.

B. Color for Printed Legend:
   1. Power Circuits: Black letters on an orange field.
   2. Legend: Indicate system or service and voltage, if applicable.

C. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

D. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

E. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

F. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches wide; compounded for outdoor use.

2.2 CONDUCTOR AND COMMUNICATION- AND CONTROL-CABLE IDENTIFICATION MATERIALS

A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.

B. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

C. Aluminum Wraparound Marker Labels: Cut from 0.014-inch-thick aluminum sheet, with stamped, embossed, or scribed legend, and fitted with tabs and matching slots for permanently securing around wire or cable jacket or around groups of conductors.

D. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking nylon tie fastener.

E. Write-On Tags: Polyester tag, 0.010 inch thick, with corrosion-resistant grommet and polyester or nylon tie for attachment to conductor or cable.
1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.3 WARNING LABELS AND SIGNS


B. Self-Adhesive Warning Labels: Factory printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment, unless otherwise indicated.

C. Baked-Enamel Warning Signs: Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application. 1/4-inch grommets in corners for mounting. Nominal size, 7 by 10 inches.

D. Metal-Backed, Butyrate Warning Signs: Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application. 1/4-inch grommets in corners for mounting. Nominal size, 10 by 14 inches.

E. Warning label and sign shall include, but are not limited to, the following legends:

   1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
   2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

2.4 INSTRUCTION SIGNS

A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. in. and 1/8 inch thick for larger sizes.

   1. Engraved legend with black letters on white face.
   2. Punched or drilled for mechanical fasteners.
   3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.5 EQUIPMENT IDENTIFICATION LABELS

A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.

B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and ultraviolet-resistant seal for label.


2.6 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Cable Ties: Fungus-inert, self-extinguishing, 1-piece, self-locking, Type 6/6 nylon cable ties.
   2. Tensile Strength: 50 lb, minimum.
   3. Temperature Range: Minus 40 to plus 185 deg F.

B. Paint: Paint materials and application requirements are specified in Division 09 painting Sections.

C. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 APPLICATION

A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A: Identify with orange self-adhesive vinyl label or self-adhesive vinyl tape applied in bands.

B. Accessible Raceways and Cables of Auxiliary Systems: Identify the following systems with color-coded, self-adhesive vinyl label or self-adhesive vinyl tape applied in bands:

1. Fire Alarm System: Red
2. Fire-Suppression Supervisory and Control System: Red and Yellow
3. Combined Fire Alarm and Security System: Red and Blue
4. Security System: Blue and Yellow
5. Mechanical and Electrical Supervisory System: Green and Blue
   Yellow
6. Telecommunication System: Green
7. Control Wiring: Green and Red
8. Emergency Power System: Green

C. Power-Circuit Conductor Identification: For primary and secondary conductors No. 1/0 AWG and larger in pull and junction boxes, and handholes use color-coding conductor tape or write-on tags. Identify source and circuit number of each set of conductors. For single conductor cables, identify phase in addition to the above.
D. Branch-Circuit Conductor Identification: Where there are conductors for more than three branch circuits in same junction or pull box, use color-coding conductor tape or write-on tags. Identify each ungrounded conductor according to source and circuit number.


1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.

2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.


F. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable. Install underground-line warning tape for both direct-buried cables and cables in raceway.

G. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Comply with 29 CFR 1910.145 and apply self-adhesive warning labels. Identify system voltage with black letters on an orange background. Apply to exterior of door, cover, or other access.

1. Equipment with Multiple Power or Control Sources: Apply to door or cover of equipment including, but not limited to, the following:
   a. Power transfer switches.
   b. Controls with external control power connections.

2. Equipment Requiring Workspace Clearance According to NFPA 70: Unless otherwise indicated, apply to door or cover of equipment but not on flush panelboards and similar equipment in finished spaces.

H. Instruction Signs:

1. Operating Instructions: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

I. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.

1. Labeling Instructions:
   a. Indoor Equipment: Adhesive film label. Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on 1-1/2-inch- high label; where 2 lines of text are required, use labels 2 inches high.
   b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.

2. Equipment to Be Labeled:
   a. Panelboards, electrical cabinets, and enclosures.
   b. Access doors and panels for concealed electrical items.
   c. Electrical switchboards.
   d. Emergency system boxes and enclosures.
   e. Disconnect switches.
   f. Enclosed circuit breakers.
   g. Motor starters/ VFC’s.
   h. Push-button stations.
   i. Contactors.
   j. Remote-controlled switches, dimmer modules, and control devices.
   k. Fire-alarm control panel and annunciators.
   l. Lighting Control Panels

3.2 INSTALLATION

A. Verify identity of each item before installing identification products.

B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.

C. Apply identification devices to surfaces that require finish after completing finish work.

D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.

E. Attach non-adhesive signs and plastic labels with screws and auxiliary hardware appropriate to the location and substrate.

F. System Identification Color Banding for Raceways and Cables: Each color band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

G. Color-Coding for Phase and Voltage Level Identification, 600 V and Less: Use the colors listed below for ungrounded service, feeder, branch-circuit conductors.
   1. Color shall be factory applied or, for sizes larger than No. 10 AWG if authorities having jurisdiction permit, field applied.
   2. Colors for 208/120-V Circuits:
      a. Phase A: Black.
      b. Phase B: Red.
      c. Phase C: Blue.
   3. Colors for 480/277-V Circuits:
b. Phase B: Orange.
c. Phase C: Yellow.

4. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

H. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.

I. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.

J. Painted Identification: Prepare surface and apply paint according to Division 09 painting Sections.

END OF SECTION 260553