
PROJECT SPECIFICATION

for the

HVAC System Replacement
State Police Troop L Headquarters
Mandeville, Louisiana
Project No.: 01-107-06B-11, F.01003807
State ID: S00814 Site Code: 1-52-004



TROOP L

State of Louisiana

JOHN BEL EDWARDS
GOVERNOR

*

DIVISION OF ADMINISTRATION
JAY DARDENNE
COMMISSIONER OF
ADMINISTRATION

*

OFFICE OF FACILITY PLANNING
AND CONTROL
MARK MOSES
DIRECTOR

OWNER:

STATE OF LOUISIANA
P.O. BOX 94095
BATON ROUGE, LOUISIANA 70804

*

Prepared by:

ENGINEER:

DAMMON ENGINEERING, INC.
554 OLD SPANISH TRAIL
SLIDELL, LOUISIANA 70458
Tel: (985) 649-5832



DAMMON
ENGINEERING, INC.

October 1, 2020

ENGINEER'S PROJECT NO. 2372

STATE OF LOUISIANA
STATE POLICE TROOP L HEADQUARTERS
HVAC SYSTEM REPLACEMENT
MANDEVILLE, LOUISIANA

DOCUMENT 00 01 00 - PROJECT TITLE PAGE

1.1 PROJECT MANUAL VOLUME 1

HVAC System Replacement
State Police Troop L Headquarters
Mandeville, Louisiana
Project No.: 01-107-06B-11, F.01003807
State ID: S00814 Site Code: 1-52-004

Engineer's Project No. 2372



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Phone: 985-649-5832
Web Site: www.dammonengineering.com

Issued: October 1, 2020

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END OF DOCUMENT 00 01 00

INTRODUCTORY INFORMATION



DAMMON
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END OF DOCUMENT

STATE OF LOUISIANA
STATE POLICE TROOP L HEADQUARTERS
HVAC SYSTEM REPLACEMENT
MANDEVILLE, LOUISIANA

DOCUMENT 00 01 02

PROJECT DIRECTORY

OWNER: STATE OF LOUISIANA
P.O. Box 94095
Baton Rouge, Louisiana 94095
Tel: (225) 342-0820
Mark Moses, Director

ENGINEER: DAMMON ENGINEERING, INC.
554 Old Spanish Trail
Slidell, Louisiana 70458
Tel: (985) 649-5832
Engineer in Charge: Brian Mistich

END OF DOCUMENT

DOCUMENT 00 02 01

PROFESSIONAL SEALS

PROJECT NAME: HVAC System Replacement
State Police Troop L Headquarters
Mandeville, Louisiana
Project No.: 01-107-06B-11, F.01003807
State ID: S00814 Site Code: 1-52-004

DATE: October 1, 2020

SPECIFICATIONS: The following Specification Sections were prepared by me or under my direct personal supervision:



Dammon Engineering, Inc.

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02 82 00 - ASBESTOS REMEDIATION

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STATE OF LOUISIANA
STATE POLICE TROOP L HEADQUARTERS
HVAC SYSTEM REPLACEMENT
MANDEVILLE, LOUISIANA

07 84 13 - PENETRATION FIRESTOPPING
DIVISION 9 - FINISHES

09 29 00 - GYPSUM BOARD
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END OF DOCUMENT

DOCUMENT 000115
LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled HVAC SYSTEM REPLACEMENT, dated 10/1/2020 as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:
 - 1. Cover Sheet HVAC SYSTEM REPLACEMENT, STATE POLICE TROOP L HEADQUARTERS
10/1/2020
 - 2. D-101 MECHANICAL DEMO PLAN
10/1/2020
 - 3. M101 MECHANICAL ZONES PLAN
10/1/2020
 - 4. M102 MECHANICAL PLAN
10/1/2020
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 - 7. M102C MECHANICAL DETAILS
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10/1/2020
 - 9. M104 HVAC CONTROL SCHEMATIC
10/1/2020
 - 10. E101 ELECTRICAL PLAN
10/1/2020

END OF DOCUMENT 000115

BIDDING REQUIREMENTS



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554 OLD SPANISH TRAIL
SLIDELL, LOUISIANA 70458
Phone: 985-649-5832
dammonengineering.com
info@dammonengineering.com

ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Division of Administration, Office of Facility Planning and Control, Claiborne Office Building, 1201 North Third Street, Conference Room 1-145, Post Office Box 94095, Baton Rouge, Louisiana 70804-9095 until 2:00 P.M., **Tuesday, December 15, 2020.**

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY FACILITY PLANNING AND CONTROL OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR: **HVAC System Replacement
State Police Troop L Headquarters
Mandeville, Louisiana**

PROJECT NUMBER: **01-107-06B-11, WBS: F.01003807**

Complete Bidding Documents for this project are available in electronic form. They may be obtained without charge and without deposit by emailing info@dammonengineering.com. Printed copies are not available from the Designer but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs.

Questions about this procedure shall be directed to the Designer at:

**Dammon Engineering, Inc.
554 Old Spanish Trail
Slidell, LA 70458
Telephone: 985-649-5832
E-mail: info@dammonengineering.com**

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instructions to Bidders included in the Bid Documents for this project.

**A PRE-BID CONFERENCE WILL BE HELD
at 2:00 PM on Thursday, December 3, 2020 at Louisiana State Police Troop L, 2600 North Causeway Blvd., Mandeville,
LA 70471.**

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **Mechanical Work**. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section and those stated in the bidding documents shall not be waived by any entity.

When this project is financed either partially or entirely with State Bonds or financed in whole or in part by federal or other funds which are not readily available at the time bids are received, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission or the availability of federal or other funds. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is fully executed.

Facility Planning and Control is a participant in the Small Entrepreneurship (SE) Program (the Hudson Initiative) and the Veteran-Owned and Service-Connected Disabled Veteran-Owned (LaVet) Small Entrepreneurships Program. Bidders are encouraged to consider participation. Information is available from the Office of Facility Planning and Control or on its website at www.doa.la.gov/Pages/ofpc/index.aspx.

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
FACILITY PLANNING AND CONTROL
MARK A. MOSES, DIRECTOR

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within (180) consecutive calendar days, subject to such extensions as may be granted under Paragraph 8.3, in the General Conditions and the Supplementary Conditions, and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of Two Hundred Fifty Dollars (\$250.00) for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the "Notice to Proceed" or as amended by change order.

ARTICLE 1

DEFINITIONS

1.1 The Bid Documents include the following:

Advertisement for Bids
Instructions to Bidders
Bid Form
Bid Bond
General Conditions of the Contract for Construction,
AIA Document A201, 2017 Edition
Supplementary Conditions
Contract Between Owner and Contractor and Performance and Payment Bond
Affidavit
User Agency Documents (if applicable)
Change Order Form
Partial Occupancy Form
Recommendation of Acceptance
Asbestos Abatement (if applicable)
Other Documents (if applicable)
Specifications & Drawings
Addenda issued during the bid period and acknowledged in the Bid Form

1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 and the Supplementary Conditions are applicable to the Bid Documents.

1.3 Addenda are written and/or graphic instruments issued by the Architect prior to the opening of bids, which modify or interpret the Bid Documents by additions, deletions, clarifications, corrections and prior approvals.

1.4 A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bid Documents.

1.5 Base bid is the sum stated in the bid for which the Bidder offers to perform the work described as the base, to which work may be added, or 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 the amount of the base bid if the corresponding change in project scope or materials or methods of construction described in the Bid Documents is accepted.

1.7 A Bidder is one who submits a bid for a prime Contract with the Owner for the work described in the Bid Documents.

1.8 A Sub-bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.

1.9 Where the word "Architect" is used in any of the documents, it shall refer to the Prime Designer of the project, regardless of discipline.

ARTICLE 2

PRE-BID CONFERENCE

2.1 A Pre-Bid Conference shall be held at least 10 days before the date for receipt for bids. The Architect shall coordinate the setting of the date, time and place for the Pre-Bid Conference with the User Agency and shall notify in writing the Owner and all who have received sets of the Bid Documents to

attend. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bid Documents, and to receive comments and information from interested Bidders. If the Pre-Bid Conference is stated in the Advertisement for Bids to be a Mandatory Pre-Bid Conference, bids shall be accepted only from those bidders who attend the Pre-Bid Conference. Contractors who are not in attendance for the **entire** Pre-Bid Conference will be considered to have not attended.

2.2 Any revision of the Bid Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum.

ARTICLE 3

BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

3.1.1 He has read and understands the Bid Documents and his bid is made in accordance therewith.

3.1.2 He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.

3.1.3 His bid is based solely upon the materials, systems and equipment described in the Bid Documents as advertised and as modified by addenda.

3.1.4 His bid is not based on any verbal instructions contrary to the Bid Documents and addenda.

3.1.5 He is familiar with Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family members from bidding on or entering into contracts; he is aware that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this Project (see Ethics Board Advisory Opinion, No. 2009-378 and 2010-128); and neither he nor any principal of the Bidder with a controlling interest therein has an immediate family relationship with the Designer or any principal within the Designer's firm (see La. R.S.

42:1113). Any Bidder submitting a bid in violation of this clause shall be disqualified and any contract entered into in violation of this clause shall be null and void.

3.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable.

The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.

ARTICLE 4

BID DOCUMENTS

4.1 Copies

4.1.1 Bid Documents may be obtained from the Architect for a deposit as stated in the Advertisement for Bids. The deposit will be refunded as stated in the Advertisement for Bids. No deposits will be refunded on Bid Documents returned later than ten days after receipt of bids.

4.1.1.2 As an alternative method of distribution, the Designer may provide the Bid Documents in electronic format. They may be obtained without charge and without deposit as stated in the Advertisement for Bids.

4.1.1.2.1 If electronic distribution is available, printed copies will not be available from the Designer, but arrangements can be made to obtain them through most reprographic firms and/or plan rooms.

4.1.1.2.2 If electronic distribution is available, the reproduction cost on the first paper plan set acquired by bona fide prime bidders will be fully refunded by the Designer upon delivery of the documents to the Designer in good condition no later than ten days after receipt of bids.

4.1.1.2.3 If electronic distribution is available, all other plan holders are responsible for their own reproduction costs.

4.1.2 Complete sets of Bid Documents shall be used in preparing bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

4.1.3 The Owner or Architect in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

4.2 Interpretation or Correction of Bid Documents

4.2.1 Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or of the site and local conditions.

4.2.2 Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Architect, to reach him at least seven days prior to the date for receipt of bids.

4.2.3 Any interpretation, correction or change of the Bid Documents will be made by addendum. Interpretations, corrections or changes of the Bid Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes.

4.3 Substitutions

4.3.1 The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitutions shall be allowed after bids are received.

4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least seven (7) working days prior to the opening of bids. (La. R.S. 38:2295(C)) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It

shall be the responsibility of the proposer to include in his proposal all changes required of the Bid Documents if the proposed product is used. Prior approval, if given, is contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

4.3.3 If the Architect approves any proposed substitution, such approval shall be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

4.4 Addenda

4.4.1 Addenda will be transmitted to all who are known by the Architect to have received a complete set of Bid Documents.

4.4.2 Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

4.4.3 Except as described herein, addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If the necessity arises of issuing an addendum modifying plans and specifications within the seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended at least seven but no more than twenty-one (21) working days, without the requirement of re-advertising. Facility Planning shall be consulted prior to issuance of such an addendum and shall approve such issuance. The revised time and date for the opening of bids shall be stated in the addendum.

4.4.4 Each Bidder shall ascertain from the Architect prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

4.4.5 The Owner shall have the right to extend the bid date by up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued by the Architect.

ARTICLE 5

BID PROCEDURE

5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided by the Architect for this project.

5.1.2 The Bidder shall ensure that all applicable blanks on the bid form are completely and accurately filled in.

5.1.3 Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

5.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the bid or his authorized representative.

5.1.5 Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the bid non responsive and shall cause its rejection.

5.1.6 Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work. Unit prices are incorporated into the base bid or alternates, as indicated on the Unit Price Form, but are not the sole components thereof.

5.1.7 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

5.1.8 Written evidence of the authority of the person signing the bid for the public work shall be submitted in accordance with La. R.S. 38:2212 (B)(5).

5.1.9 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under La. R.S. 37: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

5.2 Bid Security

5.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in an

amount of five percent (5.0%) of the base bid and all alternates.

The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a Bid Bond written by a surety company licensed to do business in Louisiana and signed by the surety's agent or attorney-in-fact. The Bid Bond shall be written on the Facility Planning and Control Bid Bond Form, and the surety for the bond must meet the qualifications stated thereon. The Bid Bond shall include the legal name of the bidder be in favor of the State of Louisiana, Office of Facility Planning and Control, and shall be accompanied by appropriate power of attorney. The Bid Bond must be signed by both the bidder/principal and the surety in the space provided on the Facility Planning and Control Bid Bond Form. Failure by the bidder/principal or the surety to sign the bid bond shall result in the rejection of the bid.

Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Bid Documents, within fifteen (15) days after written notice that the instrument is ready for his signature.

Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.

5.2.2 The Owner will have the right to retain the bid security of Bidders until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

5.3 Submission of Bids

5.3.1 The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder.

The envelope shall not contain multiple bid forms, and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to Facility Planning and Control Department at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late

delivery by United States Mail, or express delivery, shall disqualify the bid.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, addressed to:

Facility Planning and Control,
P. O. Box 94095
Baton Rouge, Louisiana, 70804-9095.

Bids sent by express delivery shall be delivered to:

Facility Planning and Control
Suite 7-160
Claiborne Office Building
1201 North Third Street
Baton Rouge, Louisiana 70802

5.3.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in the Advertisement for Bids, or any extension thereof made by addendum. Bids received after the time and date for receipt of bids will be returned unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.

5.3.4 Oral, telephonic or telegraphic bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid envelope which have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.

5.4 Modification or Withdrawal of Bid

5.4.1 A bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such

errors is furnished to the public entity within forty-eight hours of the bid opening excluding Saturdays, Sundays, and legal holidays".

5.4.2 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.

5.4.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

5.4.4 Bid Security shall be in an amount sufficient for the bid as modified or resubmitted.

5.5 Prohibition of Discriminatory Boycotts of Israel

By submitting a bid, the bidder certifies and agrees that the following information is correct:

In preparing its bid, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israel-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject any bid if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.

ARTICLE 6

CONSIDERATION OF BIDS

6.1 Opening of Bids

6.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud, and a tabulation abstract of the amounts of the base bids and alternates, if any, will be made available to Bidders.

6.2 Rejection of Bids

6.2.1 The Owner shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the Bid Documents or a bid in any way incomplete or irregular.

6.3 Acceptance of Bid

6.3.1 It is the intent of the Owner, if he accepts any alternates, to accept them in the order in which they are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates accepted. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.

ARTICLE 7

POST-BID INFORMATION

7.1 Submissions

7.1.1 At the Pre-Construction Conference, the Contractor shall submit the following information to the Architect.

7.1.1.1 A designation of the work to be performed by the Contractor with his own forces.

7.1.1.2 A breakdown of the Contract cost attributable to each item listed in the Schedule of Values Form (attached). No payments will be made to the Contractor until this is received.

7.1.1.3 The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.

7.1.1.4 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers and labor.

7.1.2 The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's or Material Supplier's failure to perform. Failure to perform includes, but is not limited to, a Subcontractor's financial failure, abandonment of the project, failure to make prompt delivery, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.

7.1.3 The lowest responsive and responsible bidder shall submit to the Architect and the Owner within ten days after the bid opening a letter/letters from the manufacturer stating that the manufacturer will issue the roof system guarantee complying with the requirements of Facility Planning and Control based on the specified roof system and include the name of the applicator acceptable to the manufacturer at the highest level of certification for installing the specified roof system. This manufacturer shall be one that has received prior approval or is named in the specifications.

In accordance with La. R.S. 38:2227 [references La R.S. 38:2212(A)(3)(c)(ii), which has since been renumbered as La R.S. 38:2212(B)(3)], La. R.S. 38:2212.10 and La. R.S. 23:1726(B) the apparent low bidder on this project shall submit the completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package to Facility Planning and Control within 10 days after the opening of bids.

ARTICLE 8

PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on

the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the State of Louisiana, Office of Facility Planning and Control.

8.2 Time of Delivery and Form of Bond

8.2.1 The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the Contract.

8.2.2 Bond shall be in the form furnished by Facility Planning and Control, entitled CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND, a copy of which is included in the Bid Documents.

8.2.3 The Bidder shall require the Attorney-in-Fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.

ARTICLE 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

9.1.1 Form of the Contract to be used shall be furnished by Facility Planning and Control, an example of which is bound in the Bid Documents.

9.2 Award

9.2.1 After award of the Contract, the successful Bidder, if a corporation, shall furnish to the Owner the most current copy of a Disclosure of Ownership Affidavit on file with the Secretary of State.

9.2.2 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents

9.2.3 When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is duly executed.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: State of Louisiana
Div. of Administration/Facility Planning & Control
P.O. Box 94095, Baton Rouge, LA 70804
1201 North Third Street, Baton Rouge, LA 70802

BID FOR: HVAC System Replacement
State Police Troop L Headquarters
Mandeville, Louisiana
Project No.: 01-107-06B-11, F.01003807

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Dammon Engineering, Inc.
_____ and dated: October 1, 2020

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____ .

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:
_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
NOT APPLICABLE Dollars (\$ Not Applicable)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
NOT APPLICABLE Dollars (\$ Not Applicable)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
NOT APPLICABLE Dollars (\$ Not Applicable)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER:** _____

DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

BID BOND
FOR
FACILITY PLANNING AND CONTROL PROJECTS

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal, and _____, as Surety, are held and firmly bound unto the State of Louisiana, Division of Administration, Office of Facility Planning and Control (Obligee), in the full and just sum of five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
AGENT OR ATTORNEY-IN-FACT(SEAL)

HVAC System Replacement
State Police Troop L Headquarters
Mandeville, Louisiana
Name of Project

01-107-06B-11, F.01003807
Project No.

STATE OF _____

PARISH OF _____

ATTESTATIONS AFFIDAVIT

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S.14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

LA. R.S. 38:2212.10 Verification of Employees

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

HVAC System Replacement
State Police Troop L Headquarters
Mandeville, Louisiana
Name of Project

01-107-06B-11, F.01003807
Project No.

LA. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

**SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER/AFFIANT**

Sworn to and subscribed before me by Affiant on the ____ day of _____, 20__ .

Notary Public

CONTRACTING REQUIREMENTS



DAMMON
ENGINEERING, INC.

DAMMON ENGINEERING, INC.
554 OLD SPANISH TRAIL
SLIDELL, LOUISIANA 70458
Phone: 985-649-5832
dammonengineering.com
info@dammonengineering.com

FOR INFORMATION ONLY

This document will be prepared by Facility Planning & Control in the form appropriate for the project.

STATE OF LOUISIANA
PARISH OF «PARISH OF PROJECT»

CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this _____ day of _____, 2019, by «Contractor» hereinafter called the "Contractor", whose business address is «Contractor Address», «Contractor City», «Contractor State» «Contractor Zip», and the State of Louisiana Division of Administration, herein represented by the contracting officer executing this contract, hereinafter called the "Owner".

Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

Statement of Work: The contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:

«Project_Reference_1»
«Project_Reference_2»
«Project_Reference_3»
«Project_City», Louisiana
Project No.: «ProjectNo», «Part_No»«WBS»;
«Supplement_Project_No», Part «Supplement_Part_No»
(«Supplement_WBS»)(Supplement)
State ID No.: «StateID» Site Code: «SiteCode»

in strict accordance with Contract Documents prepared by:

«Designer»
«Designer_Address»
«Designer_City», «Designer_State» «Designer_Zip»

It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated «Drawings and Specs Date», Addenda number(s) «Addenda No», the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within «Time Completion Days» («Time Completion Days») consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of «Liquidated Damages Cost Per Day» per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of «Contract Amount Words» and No/100 Dollars («Contract Amount Numeral») which sum represents the «Base Bid Only or Plus Alternates»

Taxes: Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number _____.

Performance and Payment Bond: To these presents personally came and intervened _____, herein acting for _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of «Contract Amount Words» and No/100 Dollars («Contract Amount Numeral»). By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Owner, from all cost and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s).

Provided, that any alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in six (6) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month, and year first written above.

WITNESSES:

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION**

FP&C Witness #1 Sign Here

BY: _____
**MARK A. MOSES
FP&C DIRECTOR**

FP&C Witness #2 Sign Here

Contractor Witness #1 Sign Here

BY: _____
«CONTRACTOR»

Contractor Witness #2 Sign Here

SURETY:

Surety Witness #1 Sign Here

BY: _____
ATTORNEY IN FACT

Surety Witness #2 Sign Here

ADDRESS

TELEPHONE NUMBER

PROJECT NO.:«ProjectNo», «Part No»«WBS»;
«Supplement Project No», Part
«Supplement Part No» («Supplement WBS»)(Supplement)
NAME: «Project Reference 1»
«Project Reference 2»
«Project Reference 3»
LOCATION: «Project City»

NON-COLLUSION AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared _____ representing «Contractor» who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I.

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

PART II.

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.

For the purposes of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2019.

NOTARY

STATE OF LOUISIANA
PARISH OF _____

PROJECT NO. 01-107-06B-11, F.01003807
NAME
HVAC System Replacement
State Police Troop L Headquarters
LOCATION: Mandeville, Louisiana

A F F I D A V I T

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared representing _____ who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I.

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

PART II.

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.

For the purposes of this Section, a "substantial financial interest" shall exclude any

interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____
_____, 20__.

NOTARY

AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

HVAC System Replacement

State Police Troop L Headquarters Mandeville, LA

Project No.: 01-107-06-11, F.01003807

THE OWNER:

(Name, legal status and address)

State of LA Office of Facility Planning and Control

P.O. BOX 94095

BATON ROUGE, LOUISIANA 70804

THE ARCHITECT:

(Name, legal status and address)

Dammon Engineering, Inc.

554 Old Spanish Tr.

Slidell, LA 70458

This document has important legal consequences.

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

§ 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, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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

§ 1.6 Notice

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

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in

such form as the Architect may require. It is recognized that the Contractor's review is made in the 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 submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

§ 3.4 Labor and Materials

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

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

§ 3.4.3 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

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or

equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 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. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .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 (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages,

compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of

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other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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

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

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor’s Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner’s or Separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner’s Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 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, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

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

(3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

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

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

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

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by

an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract

Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 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.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in

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Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand

for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition. Where any Article of the General Conditions is modified or any Section, Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Section, Article, Paragraph, Subparagraph or Clause shall remain in effect.

Articles, Sections, Paragraphs, Subparagraphs or Clauses modified or deleted have the same numerical designation as those occurring in the General Conditions.

ARTICLE 1

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 The Contract Documents

In Section 1.1.1 delete the third sentence, and add the following sentence:

The Contract Documents shall include the Bid Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda.

1.1.8 Initial Decision Maker

Delete all after the words, “shall not show partiality to the Owner or Contractor”.

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE [REFER TO *La R.S. 38:2317*]

1.5.1 Delete the first sentence of the paragraph.

1.5.1 In the third sentence: delete the remainder after the word “publication”.

1.7 DIGITAL DATA USE AND TRANSMISSION

In the first sentence after the words, “in digital form” delete “. The parties will use AIA Document E203 2013, Building Information Modeling and Digital Data Exhibit”.

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Delete Section 1.8.

ARTICLE 2

OWNER

2.2 EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS

Delete Section 2.2.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.1 In the first sentence, delete: all before “the Owner shall secure...”

Delete Section 2.3.2 and substitute the following:

2.3.2 The term Architect, when used in the Contract Documents, shall mean the prime Designer (Architect, Engineer, or Landscape Architect), or his authorized representative, lawfully licensed to practice architecture, engineering, or landscape architecture in the State of Louisiana, identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

2.3.3 Delete the words: “to whom the Contractor has no reasonable objection and”.

ARTICLE 3

CONTRACTOR

3.4 LABOR AND MATERIALS

3.4.2 Delete Section 3.4.2.

Delete Section 3.4.3 and substitute with the following:

3.4.3 Contractor and its employees, officers, agents, representatives, and Subcontractors shall conduct themselves in an appropriate and professional manner, in accordance with the Owner's requirements, at all times while working on the Project. Any such individual who behaves in an inappropriate manner or who engages in the use of inappropriate language or conduct while on Owner's property, as determined by the Owner, shall be removed from the Project at the Owner's request. Such individual shall not be permitted to return without the written permission of the Owner. The Owner shall not be responsible or liable to Contractor or any Subcontractor for any additional costs, expenses, losses, claims or damages incurred by Contractor or its Subcontractor as a result of the removal of an individual from the Owner's property pursuant to this Section. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.5 WARRANTY

3.5.2 Replace reference to “Section 9.8.4” with “Section 9.8.6”.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS (La R.S. 40:1724[A])

3.7.1 Delete Section 3.7.1.

3.7.2 In Section 3.7.2, replace the word “public” with the word “State”.

Delete Section 3.7.5 and substitute the following:

3.7.5 If, during the course of the Work, the Contractor discovers human remains, unmarked burial or archaeological sites, burial artifacts, or wetlands, which are not indicated in the Contract Documents, the Contractor shall follow all procedures mandated by State and Federal law, including but not limited to La R.S. 8:671 et seq., the Office of Coastal Protection and Restoration, and Sections 401 & 404 of the Federal Clean Water Act. Request for adjustment of the Contract Sum and Contract Time arising from the existence of such remains or features shall be submitted in writing to the Owner pursuant to the Contract Documents.

3.8 ALLOWANCES

Delete Sections 3.8.1, 3.8.2, and 3.8.3 in their entirety and add the following new Section 3.8.1:

3.8.1 Allowances shall not be made on any of the Work.

3.9 SUPERINTENDENT

3.9.1 Add the following to the end of the paragraph:
Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

3.10 CONTRACTOR’S CONSTRUCTION AND SUBMITTAL SCHEDULES

3.10.1 Add the following: For projects with a contract sum greater than \$1,000,000.00, the Contractor shall include with the schedule, for the Owner’s and Architect’s information, a network analysis to identify those tasks which are on the critical path, i.e., where any delay in the completion of these tasks will lengthen the project timescale, unless action is taken. A revised schedule shall be submitted with each Application and Certificate for Payment. No payment shall be made until this schedule is received.

3.10.3 In the first sentence, delete the word “general”.

After the first sentence, add the following:

If the Work is not on schedule, as determined by the Architect, and the Contractor fails to take action to bring the Work on schedule, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. Such default may be considered grounds for termination by the Owner for cause in accordance with Section 14.2.

Add the following Sections:

- 3.10.4 Add the following: Submittal by the contractor of a schedule or other documentation showing a completion date for his Work prior to the completion date stated in the contract shall not impose any obligation or responsibility on the Owner or Architect for the earlier completion date.
- 3.10.5 In the event the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors and others under his control to cooperate. The purpose of such services shall be to ensure that all systems perform correctly and interactively according to the provisions of the Contract Documents.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following: This requirement is of the essence of the contract. The Architect shall determine the value of these documents and this amount shall not be approved for payment to the Contractor until all of the listed documents are delivered to the Architect in good order, completely marked with field changes and otherwise complete in all aspects.

ARTICLE 4

ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT

- 4.2.1 In the first sentence, delete the phrase: “the date the Architect issues the final Certificate for Payment” and replace with the phrase “final payment is due, and with the Owner’s concurrence, from time to time during the one year period for correction of Work described in Section 12.2.”
- 4.2.2 In the first sentence, after the phrase: “become generally familiar with”; insert the following: “and to keep the Owner informed about”.
- In the first sentence, after the phrase “portion of the Work completed”, insert the following: “to endeavor to guard the Owner against defects and deficiencies in the Work,”
- 4.2.4 In the first sentence, delete all after “The Owner and Contractor”, and add the following “may communicate directly with each other, when deemed necessary by the Owner, and the Owner will notify the Architect of any decision.”
- 4.2.10 Add the following sentence to the end of Section 4.2.10: There shall be no restriction on the Owner having a Representative.
- 4.2.11 Add the following sentence to the end of Section 4.2.11:

If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be

recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

4.2.14 Insert the following sentence between the second and third sentences of Section 4.2.14:

If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

ARTICLE 5

SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete Section 5.2.1, and substitute the following:

5.2.1 Unless otherwise required by the Contract Documents, the Contractor shall furnish at the Pre-Construction Conference, to the Owner and the Architect, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. No Contractor payments shall be made until this information is received.

Delete Section 5.2.2, and substitute the following:

5.2.2 The Contractor shall be solely responsible for selection and performance of all subcontractors. The Contractor shall not be entitled to claims for additional time and/or an increase in the contract sum due to a problem with performance or nonperformance of a subcontractor.

Delete Sections 5.2.3 and 5.2.4 and substitute the following:

5.2.3 The Contractor shall notify the Architect and the Owner when a subcontractor is to be changed and substituted with another subcontractor.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete Sections 5.4, 5.4.1, 5.4.2 and 5.4.3

ARTICLE 7

CHANGES IN THE WORK

7.1 GENERAL

Add the following Sections:

- 7.1.4 As part of the pre-construction conference submittals, the Contractor shall submit the following prior to the Contractor's initial request for payment:
 - 7.1.4.1 Fixed job site overhead cost itemized with documentation to support daily rates.
 - 7.1.4.2 Bond Premium Rate with supporting information from the General Contractor's carrier.
 - 7.1.4.3 Labor Burden by trade for both Subcontractors and General Contractor. The Labor Burden shall be supported by the Worker's Compensation and Employer's Liability Insurance Policy Information Page. Provide for all trades.
 - 7.1.4.4 Internal Rate Charges for all significant company owned equipment.
- 7.1.5 If the General Contractor fails to submit the aforementioned documentation as part of the pre-construction submittals, then pay applications shall not be processed until such time as the Owner receives this information.

7.2 CHANGE ORDERS

Delete Section 7.2.1, and substitute the following Sections:

- 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, the Architect, and the Contractor issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum and/or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any reservation of rights, stipulation, or other modification made on the change order by the contractor shall have no effect.
- 7.2.2 "Cost of the Work" for the purpose of Change Orders shall be the eligible costs required to be incurred in performance of the Work and paid by the Contractor and Subcontractors which eligible costs shall be limited to:
 - 7.2.2.1 Actual wages paid directly to labor personnel, with a labor burden markup exclusively limited to applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes for those labor personnel performing the Work. Wages shall be the basic hourly labor rate paid an employee exclusive of fringe benefits or other employee costs. The labor burden percentage for the "Cost of the Work" is limited to categories listed herein. Employer-provided health insurance, fringe benefits, employee training (whether a requirement of employment or not), vacation pay, etc., are examples of ineligible labor burden costs which **shall not** be included, as these costs are already compensated by the Overhead and Profit markup.

Supervision shall not be included as a line item in the “Cost of the Work”, except when the change results in a documented delay in the critical path, as described in Section 7.2.7.

7.2.2.2 Cost of all materials and supplies necessary and required to perform the Work, identifying each item and its individual cost, including taxes. Incidental consumables are not eligible costs and shall not be included.

7.2.2.3 Cost of each necessary piece of machinery and equipment required to perform the Work, identifying each item and its individual cost, including taxes. Incidental small tools of a specific trade (i.e., shovels, saws, hammers, air compressors, etc.,) and general use vehicles, such as pickup trucks even for moving items around the site, fuel for these general use vehicles, travel, lodging, and/or meals are not eligible and shall not be included.

7.2.2.4 Eligible Insurance costs shall be limited to documented increases in “Builder’s Risk” insurance premium / costs only. Commercial General Liability, Automobile Liability, and all other required insurances, where referenced in the Contract shall be considered part of normal overhead. These costs are already compensated by the Overhead and Profit markup.

7.2.2.5 Cost for the General Contractor Performance and Payment Bond premium, where the documented cost of the premiums have been increased due to the Change Order.

7.2.3 Overhead and Profit - The Contractor and Subcontractor shall be due home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 16% of the direct cost of any portion of Work.

The credit to the Owner resulting from a change in the Work shall be the sum of those items above, except credit will not be required for Overhead and Profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit shall only be computed on the net extra cost to the Contractor.

7.2.4 The cost to the Owner resulting from a change in the Work shall be the sum of: Cost of the Work (as defined at Section 7.2.2) and Overhead and Profit (as defined at Section 7.2.3), and shall be computed as follows:

7.2.4.1 When all of the Work is General Contractor Work; 8% markup on the Cost of the Work.

7.2.4.2 When the Work is all Subcontract Work; 8% markup on the Cost of the Work for Subcontractor’s Overhead and Profit, plus 8% markup on the Cost of the Work, not including the Subcontractor’s Overhead and Profit markup, for General Contractor’s Overhead and Profit.

7.2.4.3 When the Work is a combination of General Contractor Work and Subcontract Work; that portion of the direct cost that is General Contract Work shall be computed per Section 7.2.4.1 and that portion of the direct cost that is Subcontract Work shall be computed per Section 7.2.4.2.

Premiums for the General Contractor's bond may be included, but after the markup is added to the Cost of the Work.

Premiums for the Subcontractor's Bond shall not be included.

7.2.4.4 Subcontract cost shall consist of the items in Section 7.2.2 above plus Overhead and Profit as defined in Section 7.2.3.

7.2.5 Before a Change Order is prepared, the Contractor shall prepare and deliver to the Architect the following information concerning the Cost of the Work, not subject to waiver, within a reasonable time after being notified to prepare said Change Order:

A detailed, itemized list of labor, material and equipment costs for the General Contractor's Work including quantities and unit costs for each item of labor, material and equipment.

An itemized list of labor, material and equipment costs for each Subcontractor's and/or Sub-Subcontractor's Work including quantities and unit costs for each item of labor, material and equipment.

7.2.6 After a Change Order has been approved, no future requests for extensions of time or additional cost shall be considered for that Change Order.

7.2.7 Extended fixed job-site costs are indirect costs that are necessary to support the work in the field. Examples of fixed job-site costs are field office rental, salaries of field office staff, field office utilities and telephone.

Extended fixed job-site costs or equitable adjustment, may be included in a Change Order due to a delay in the critical path, with the exception of weather related delays. In the event of a delay in the critical path, the Contractor shall submit all changes or adjustments to the Contract Time **within twenty-one (21) days** of the event giving rise to the delay. The Contractor shall submit documentation and justification for the adjustment by performing a critical path analysis of its most recent schedule in use prior to the change, which shows an extension in critical path activities.

The Contractor shall notify the Architect in writing that the Contractor is making a claim for extended fixed job-site overhead as required by Section 15.1.2. The Contractor shall provide proof that the Contractor is unable to mitigate financial damages through Alternate Work within this Contract or replacement work. "Replacement Work" is that work which the Contractor is obligated to perform under any construction contract separate from this Contract. Reasonable proof shall be required by the Architect that the delays affected the Completion Date.

7.2.8 "Cost of the Work" whether General Contractor cost or Subcontractor cost shall not apply to the following:

7.2.8.1 Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.

7.2.8.2 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

7.2.8.3 Overhead and general expenses of any kind or the cost of any item not specifically and expressly included above in Cost of the Work.

7.2.8.4 Cost of supervision, refer to section 7.2.2.1, with exception as provided in Section 7.2.7.

7.2.9 When applicable as provided by the Contract, the cost to Owner for Change Orders shall be determined by quantities and unit prices. The quantity of any item shall be as submitted by the Contractor and approved by the Architect. Unit prices shall cover cost of Material, Labor, Equipment, Overhead and Profit.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.3 In the first sentence after "following methods" insert: ", but not to exceed a specified amount".

7.3.4 From .1 of the list, delete all after "Costs of labor, including" and substitute the following "social security, old age and employment insurance, applicable payroll taxes, and workers' compensation insurance;"

Delete the following from .4 of the list: "permit fees,"

Delete Section 7.3.9 and substitute the following:

7.3.9 Pending final determination of the total costs of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

ARTICLE 8

TIME

8.1 DEFINITIONS

Add the following:

8.1.5 The Contract Time shall not be changed by the submission of a schedule that shows an early completion date unless specifically authorized by change order.

8.2 PROGRESS AND COMPLETION

Add to Section 8.2.1 the following:

Completion of the Work must be within the Time for Completion stated in the Agreement, subject to such extensions as may be granted under Section 8.3. The Contractor agrees to

commence Work not later than fourteen (14) days after the transmittal date of Written Notice to Proceed from the Owner and to substantially complete the project within the time stated in the Contract. The Owner will suffer financial loss if the project is not substantially complete in the time set forth in the Contract Documents. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner the sum stated in the Contract Documents as fixed, agreed and liquidated damages for each consecutive calendar day (Saturdays, Sundays and holidays included) of delay until the Work is substantially complete. The Owner shall be entitled to the sum stated in the Contract Documents. Such Liquidated Damages shall be withheld by the Owner from the amounts due the Contractor for progress payments.

Delete Section 8.2.2.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 In the first sentence after the words "Owner pending" delete the words "mediation and binding dispute resolution" and add the word "litigation", and delete the last word "determine" and add the following: "recommend, subject to Owner's approval of Change Order. If the claim is not made within the limits of Article 15, all rights for future claims for that month are waived."

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

Delete Section 9.1.2.

Delete Section 9.2 and substitute the following:

9.2 SCHEDULE OF VALUES

At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values prepared as follows:

9.2.1 The attached Schedule of Values Format shall be used. If applicable, the cost of Work for each section listed under each division, shall be given. The cost for each section shall include Labor, Materials, Overhead and Profit.

9.2.2 The Total of all items shall equal the Total Contract Sum. This schedule, when approved by the Architect, shall be used as a basis for the Contractor's Applications for Payment and it may be used for determining the cost of the Work in deductive change orders, when a specific item of Work listed on the Schedule of Values is to be removed. Once the Schedule of Values is submitted at the Pre-Construction Conference, the schedule shall not be modified without approval from the Owner and Architect.

9.3 APPLICATIONS FOR PAYMENT

Delete Sections 9.3.1, 9.3.1.1, and 9.3.1.2 and substitute the following:

9.3.1 Monthly, the Contractor shall submit to the Architect an Application & Certificate for Payment on the AIA Document G702-1992, accompanied by AIA Document G703-1992, and supported by any additional data substantiating the Contractor's right to payment as the Owner or the Architect may require. Application for Payment shall be submitted on or about the first of each month for the value of labor and materials incorporated into the Work and of materials, suitably stored, at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows, per La R.S. 38:2248:

9.3.1.1 Projects with Contract price up to \$500,000.00 – 10% of the Contract price.

9.3.1.2 Projects with Contract price of \$500,000.00, or more – 5% of the Contract price.

9.3.1.3 No payment shall be made until the revised schedule required by Section 3.10.1 is received.

9.3.1.4 The normal retainage shall not be due the Contractor until after substantial completion and expiration of the forty-five day lien period and submission to the Architect of a clear lien certificate, consent of surety, and invoice for retainage.

Delete Section 9.3.2 and substitute the following:

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. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, including applicable insurance.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Section 9.5.1.7: Delete the word "repeated".

Delete Section 9.5.4.

9.6 PROGRESS PAYMENTS

Delete Section 9.6.1 and substitute the following:

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment within twenty days except for projects funded fully or in part by a Federal reimbursement program. For such projects the Owner will make payment in a timely manner consistent with reimbursement.

9.6.2 Delete the phrase: "no later than seven days" from the first sentence.

After the end of the second sentence, add the following:

La R.S. 9:2784 (A) and (C) require a Contractor or Subcontractor to make payment due to each Subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid, a penalty in the amount of ½ of 1% per day is due, up to a maximum of 15% from the expiration date until paid. The contractor or subcontractor, whichever is applicable, is solely responsible for payment of a penalty.

- 9.6.4 Delete the first two sentences of Section 9.6.4 and add the following to the end of the Section:

Pursuant to La. R.S. 38:2242 and La. R.S. 38:2242.2, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the recorder of mortgages of the parish where the Work has been done. When the Owner receives original proof of such guarantee from the recorder of mortgages, the claim deduction will be added back to the Contract Sum.

Delete Section **9.7 FAILURE OF PAYMENT**.

Delete Section 9.8 and substitute the following:

9.8 SUBSTANTIAL COMPLETION

- 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the project is substantially complete in accordance with this Section.
- 9.8.2 When the Contractor considers that the Work is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.8.3 Upon receipt of the Contractor's list, the Architect shall make an inspection to determine whether the Work is substantially complete. A prerequisite to the Work being considered as substantially complete is the Owner's receipt of the executed Roofing Contractor's and Roofing Manufacturer's guarantees, where roofing Work is part of the Contract. Prior to inspection by the Architect, the Contractor shall notify the Architect that the project is ready for inspection by the State Fire Marshal's office. 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 for its intended use, the Contractor shall, before the Work can be considered as Substantially Complete, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- 9.8.4 When the Architect determines that the project is Substantially Complete, he shall prepare a punch list of exceptions and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of

Work the Architect develops based on the mobilization, labor, material and equipment costs of correcting the item and shall be retained from the monies owed the contractor, above and beyond the standard lien retainage. The cost of these items shall be prepared in the same format as the schedule of values. At the end of the forty-five day lien period payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the contractor until all punch list items are completed and are accepted by the Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be considered as substantially complete. If funds remaining are less than that required to complete the Work, the Contractor shall pay the difference.

- 9.8.5 When the preparation of the punch list is complete the Architect shall prepare a Recommendation of Acceptance incorporating the punch list and submit it to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of Building Contract which shall establish the Date of Substantial Completion. The Contractor shall record the Notice of Acceptance with the Clerk of Court in the Parish in which the Work has been performed. If the Notice of Acceptance has not been recorded seven (7) days after issuance, the Owner may record the Acceptance at the Contractor's expense. All additive change orders must be processed before issuance of the Recommendation of Acceptance. The Owner shall not be responsible for payment for any Work associated with change orders that is not incorporated into the contract at the time of the Recommendation of Acceptance.
- 9.8.6 Warranties required by the Contract Documents shall commence on the date of Acceptance of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenance, heat, utilities, damage to the Work not covered by the punch list and insurance shall become the Owner's responsibility on the Date of Substantial Completion.
- 9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at his option, contract to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts. If the surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety.

9.9 PARTIAL OCCUPANCY OR USE

Delete Section 9.9.1 and substitute the following:

- 9.9.1 Partial Occupancy is that stage in the progress of the Work when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the designated portion of the Work for its intended use. The Owner may occupy or use any substantially completed portion of the Work so designated

by separate agreement with the Contractor and authorized by public authorities having jurisdiction over the Work. Such occupancy or use may commence provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, 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 the designated 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.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 After the second sentence, add the following:

If the Architect does not find the Work acceptable under the Contract Documents, the Architect shall make one additional inspection; if the Work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid \$175.00/hour for their time at the project site, for each additional inspection, to be withheld from the unpaid funds remaining in the Contract sum. The payment shall be made by the Owner and deducted from the construction contract funds.

Delete Section 9.10.4 and replace with the following:

9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner for the following:

9.10.4.1 Claims, security interests, or encumbrances arising out of the Contract and unsettled;

9.10.4.2 failure of the Work to comply with the requirements of the Contract Documents irrespective of when such failure is discovered;

9.10.4.3 terms of special warranties required by the Contract Documents; or

9.10.4.4 audits performed by the Owner, after final payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.2 In the first sentence, between the words: "bearing on" and "safety", add the words: "the health and,"

10.3 HAZARDOUS MATERIALS

10.3.1 In the second sentence after (PCB) add: "or lead".

10.3.2 After the first sentence, delete all remaining sentences.

Add at the end: "The Contract time shall be extended appropriately."

Delete Section 10.4 and substitute the following:

10.4 EMERGENCIES

In an emergency affecting the safety of persons or property, the Contractor shall notify the Owner and Architect immediately of the emergency, simultaneously acting at his discretion to prevent damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Article 15 and Article 7.

ARTICLE 11

INSURANCE AND BONDS

AIA A101 – 2017 Exhibit A is not a part of these documents. Delete all of Sections 11.1, 11.2, 11.3, 11.4, and 11.5, and substitute the following:

INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS

11.1 CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain without interruption for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The duration of the contract shall be from the inception of the contract until the date of final payment.

11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

11.2.1 Worker's Compensation

Worker's Compensation insurance shall be in compliance with the Worker's Compensation law of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for Worker's compensation coverage only.

11.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

The aggregate loss limit must apply to each project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The State project number, including part number, and project name shall be included on this endorsement.

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

<u>Type of Construction</u>	<u>Projects up to \$1,000,000</u>	<u>Projects over \$1,000,000 up to \$10,000,000</u>	<u>Projects over \$10,000,000</u>
New Buildings:			
Each Occurrence Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000
Renovations:	The building(s) value for the Project is \$_____.		
Each Occurrence Minimum Limit	\$1,000,000**	\$2,000,000**	\$4,000,000**
Per Project Aggregate	2 times per occur limit**	2 times per occur limit**	2 times per occur limit**

**While the minimum Combined Single Limit of \$1,000,000 is required for any renovation, the limit is calculated by taking 10% of the building value and rounding it to the nearest \$1,000,000 to get the insurance limit. Example: Renovation on a \$33,000,000 building would have a calculated \$3,300,000 combined single limit of coverage (33,000,000 times .10 = 3,300,000 and then rounding down to \$3,000,000). If the calculated limit is less than the minimum limit listed in the above chart, then the amount needed is the minimum listed in the chart. Maximum per occurrence limit required is \$10,000,000 regardless of building value. The per project aggregate limit is then calculated as twice the per occurrence limit.

11.2.3 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

11.2.4 Excess Umbrella

Excess Umbrella Insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

11.2.5 Builder's Risk

- 11.2.5.1 Builder's Risk Insurance shall be in an amount equal to the amount of the construction contract including any amendments and shall be upon the entire Work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.
- 11.2.5.2 Flood coverage shall be provided by the Contractor on the first floor and below for all projects, except as otherwise noted. The builder's risk insurance policy, sub-limit for flood coverage shall not be less than ten percent (10%) of the total contract cost per occurrence. If flood is purchased as a separate policy, the limit shall be ten percent (10%) of the total contract cost per occurrence (with a max of \$500,000 if NFIP). Coverage for roofing projects shall **not** require flood coverage.
- 11.2.5.3 A Specialty Contractor may provide an installation floater in lieu of a Builder's Risk policy, with the similar coverage as the Builder's Risk policy, upon the system to be installed in an amount equal to the amount of the contract including any amendments. Flood coverage is not required.
- 11.2.5.4 The policy must include coverage for the Owner, Contractor and any subcontractors as their interests may appear.
- 11.2.6 Pollution Liability (*required when asbestos or other hazardous material abatement is included in the contract*)

Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$1,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated Work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all Work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

11.2.7 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Owner. The Contractor shall be responsible for all deductibles and self-insured retentions.

11.3 OTHER INSURANCE PROVISIONS

11.3.1 The policies are to contain, or be endorsed to contain, the following provisions:

11.3.1.1 Worker's Compensation and Employers Liability Coverage

11.3.1.1.1 To the fullest allowed by law, the insurer shall agree to waive all rights of subrogation against the Owner, its officers, agents, employees and volunteers for losses arising from Work performed by the Contractor for the Owner.

11.3.1.2 Commercial General Liability Coverage

11.3.1.2.1 The Owner, its officers, agents, employees and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used.

11.3.1.2.2 The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers for any and all losses that occur under the contract. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.

11.3.1.3 Builder's Risk

The policy must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy, which may also be covered by a State of Louisiana self-insurance or commercial property policy through the Office of Risk Management (ORM), Contractor and its insurer agree to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, the Contractor's insurer and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers shall select a competent and impartial umpire. The appraisers shall then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company agrees that the decision of the appraisers and the umpire if involved shall be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

11.3.1.4 All Coverages

- 11.3.1.4.1 All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- 11.3.1.4.2 Neither the acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- 11.3.1.4.3 The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies.
- 11.3.1.4.4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

11.3.2 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for Worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance within 30 days.

11.3.3 Verification of Coverage

Contractor shall furnish the Owner with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Owner before Work commences and upon any contract renewal or insurance policy renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana

Name of Owner

Owner Address

City, State, Zip

Attn: Project # _____

The Owner reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

If the Contractor does not meet the insurance requirements at policy renewal, at the option of the Owner, payment to the Contractor may be withheld until the requirements have been met, OR the Owner may pay the renewal premium and withhold such payment from any monies due the Contractor, OR the contract may be suspended or terminated for cause.

11.3.4 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time.

If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

11.3.5 Worker's Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide Worker's compensation coverage, the parties hereby agree the Contractor, its Owners, agents and employees shall have no cause of action against, and shall not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Worker's Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its Owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, Owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

11.3.6 Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling and expenses of all claims.

11.4 PERFORMANCE AND PAYMENT BOND

- 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- 11.4.3 Recordation of Contract and Bond [La R.S. 38:2241 thru 38:2241.1]

The Owner shall record within thirty (30) days the Contract Between Owner and Contractor and Performance and Payment Bond with the Clerk of Court in the Parish in which the Work is to be performed.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

12.2.1 Before Substantial Completion

At the end of the paragraph, add the following sentences:

“If the Contractor fails to correct Work identified as defective within a thirty (30) day period, through no fault of the Designer, the Owner may hold the Contractor in default. If the Owner finds the Contractor in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have nonconforming Work corrected and hold the Surety and Contractor responsible for the cost, including architectural fees and other indirect costs. If the Surety fails to correct the Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may elect not to accept bonds submitted in the future by the Surety. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts.

12.2.2 After Substantial Completion

12.2.2.1 At the end of the paragraph delete the last sentence and add the following sentences:

“If the Contractor fails to correct nonconforming Work, or Work covered by warranties, within a thirty (30) day period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the non-conforming or warranty Work, through no fault of the Architect or Owner, the Owner may contract to have the nonconforming or warranty Work corrected and hold the Surety responsible for the cost including architects fees and other indirect costs. Corrections by the Owner shall be in accordance with Section 2.4. If the Surety fails to correct the nonconforming or warranty Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety.”

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Delete all after the word “located”.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 In the second sentence, delete “Except as ... 13.2.2”

Delete Section 13.2.2.

13.3 RIGHTS AND REMEDIES

Add the following Section 13.3.3:

13.3.3 The Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction and venue in any action brought under this contract.

13.4 TESTS AND INSPECTIONS

In Section 13.4.1, delete the second sentence and substitute the following:

The Contractor shall make arrangements for such tests, inspections and approvals with the Testing Laboratory provided by the Owner, and the Owner shall bear all related costs of tests, inspections and approvals.

Delete the last two sentences of Section 13.4.1.

13.5 INTEREST

Delete Section 13.5.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

Delete Section 14.1.1.4.

In Section 14.1.3, after the word “profit,” delete the words “on Work not executed” and substitute the following: “for Work completed prior to stoppage”.

14.2 TERMINATION BY THE OWNER FOR CAUSE

Add the following Section:

14.2.1.5 failure to complete the punch list within the lien period as provided in 9.8.7.

14.2.3 Add the following sentence:

“Termination by the Owner shall not suspend assessment of liquidated damages against the Surety.”

Add the following Section:

14.2.5 If an agreed sum of liquidated damages has been established, termination by the Owner under this Article shall not relieve the Contractor and/or Surety of his obligations under the liquidated damages provisions and the Contractor and/or Surety shall be liable to the Owner for per diem liquidated damages.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

In Section 14.4.3, delete all after “incurred by reason of the termination,” and add “along with reasonable profit on the Work not executed.”

ARTICLE 15

CLAIMS AND DISPUTES

15.1 CLAIMS

Delete Section 15.1.2, **Time Limit on Claims**, (See La R.S. 38:2189, and 38:2189.1).

15.1.3.1 Add the following to the end of the paragraph:
“A Reservation of Rights and similar stipulations shall not be recognized under this contract as having any effect. A party must make a claim as defined herein within the time limits provided.”

15.1.4.2 In the first sentence of the Section, delete “Initial Decision Maker’s” and replace with “Architect’s”. In the second sentence of the Section, delete “the decision of the Initial Decision Maker” and replace with: “his/her decision”.

Delete Section 15.1.6.2 and substitute the following:

15.1.6.2 If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum. At the end of each month, the Contractor shall make one Claim for any adverse weather days occurring within the month. The Claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction. Failure to make such Claim within **twenty-one (21) days** from the last day of the month shall prohibit any future claims for adverse days for that month. No additional adverse weather days shall be granted after the original or extended contract completion date, except those adverse weather days associated with a National Weather Service named storm or federally declared weather related disaster directly affecting the project site.

Add the following Section:

15.1.6.3 The following are considered reasonably anticipated days of adverse weather on a monthly basis:

January	<u>11</u> days	July	<u>6</u> days
February	<u>10</u> days	August	<u>5</u> days
March	<u>8</u> days	September	<u>4</u> days
April	<u>7</u> days	October	<u>3</u> days
May	<u>5</u> days	November	<u>5</u> days
June	<u>6</u> days	December	<u>8</u> days

The Contractor shall ask for total adverse weather days. The Contractor’s request shall be considered only for days over the allowable number of days stated above.

Note: Contract is on a calendar day basis.

15.2 INITIAL DECISION

15.2.1 In the second sentence, delete the word “will” and replace with: “shall always”.

In the second sentence, delete the phrase: “, unless otherwise indicated in the Agreement.”

In the third sentence, delete the word “mediation” and replace with: “litigation”.

At the end of the third sentence, add: “arising prior to the date final payment is due”.

Delete the fourth sentence.

15.2.5 In the middle of the first sentence, delete all after the phrase: “rejecting the Claim”.

In the second sentence, delete the phrase: “and the Architect, if the Architect is not serving as the Initial Decision Maker,”.

In the third sentence, delete all after: “binding on the parties” and add the following: “except that the Owner may reject the decision or suggest a compromise or both”.

Delete Section 15.2.6.

Delete Section 15.2.6.1.

15.3 MEDIATION

Delete Section 15.3.

15.4 ARBITRATION

Delete Section 15.4.

SCHEDULE OF VALUES

The Contractor is to use the following format. The total Contract Cost is to be itemized in each Subsection listed (as applicable)

	Quantity	Cost
DIVISION 01 – GENERAL REQUIREMENTS		
01 00 00 General Requirements	_____	_____
01 32 50 Record Drawings, Shop Drawings, Product Data, Samples and other submittals.	_____	_____
	TOTAL	_____
DIVISION 02 – EXISTING CONDITIONS		
02 41 19 Selective Demolition	_____	_____
02 82 00 Asbestos Remediation	_____	_____
	TOTAL	_____
DIVISION 04 – MASONRY		
04 20 00 Unit Masonry	_____	_____
	TOTAL	_____
DIVISION 09 – FINISHES		
09 29 00 Gypsum Board Suspended Ceiling	_____	_____
09 91 23 Interior Painting	_____	_____
	TOTAL	_____
DIVISION 23 – HEATING, VENTILATING, & AIR-CONDITIONING		
23 05 00 Basic Mechanical Methods	_____	_____
23 05 29 Hangers and Supports	_____	_____
23 05 93 Testing, Adjusting, & Balancing for HVAC	_____	_____
23 07 19 Insulation	_____	_____
23 09 00 Instrumentation & Control for HVAC	_____	_____
23 21 13 Hydronic Piping	_____	_____
23 31 13 Metal Ducts	_____	_____
23 33 00 Duct Accessories	_____	_____
23 37 13 Diffusers, Registers, and Grilles	_____	_____
23 73 13 Modular Indoor Central Station Air-Handling Unit	_____	_____
	TOTAL	_____
DIVISION 26 – ELECTRICAL		
260519 Low-Voltage Electrical Power Conductors and Cables	_____	_____
260523 Control-Voltage Electrical Power Cables	_____	_____
260526 Grounding and Bonding for Electrical Systems	_____	_____
260529 Hangers and Supports for Electrical Systems	_____	_____
260533 Raceways and boxes for Electrical Systems	_____	_____
260544 Sleeves and Sleeve Seals for Electrical Raceways and Cabling	_____	_____
262813 – Fuses	_____	_____
	TOTAL	_____

Facility Planning & Control CHANGE ORDER

PROJECT NAME:	HVAC System Replacement, State Police Troop L Headquarters	CHANGE ORDER No. _____
PROJECT NUMBER:	01-107-06B-11, F.01003807	WBS No. _____
CONTRACTOR:	_____	CONTRACT DATE: _____
SITE CODE:	1-52-004	CFMS / SRM No(s). _____
	STATE ID: S00814	NOTICE TO PROCEED DATE: _____

You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of the change(s) below.

The Original Contract Sum	
Total Changes by Previous Change Order(s)	
Current Contract Sum	
Contract Sum will be (increased) (decreased) (unchanged) by this Change Order	
New Contract Sum	
The Original Contract Completion Date and Contract Time.	Date: _____ DAYS
Total Time extended by Previous Change Order(s)	_____ DAYS
Contract Time will be (increased) (decreased) (unchanged) by this Change Order	_____ DAYS
New Contract Completion Date & Revised Contract Time	Date: _____ DAYS
Added Building Area	_____ (Sq. Ft.)

NOTE: No additional increase in time or money will be considered for a Change Order item after it has been executed.

RECOMMENDED	ACCEPTED	APPROVED
Designer's Name: _____	Contractor's Name: _____	Project Manager: _____
Address: _____	Address: _____	Facility Planning & Control
Email Address: _____	Email Address: _____	
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____

FACILITY PLANNING AND CONTROL USE ONLY

Classification	Amount	Classification	Amount
Omission (Type "O")*		Miscellaneous (Type "M")	
Error (Type "E")*		Owner Requested (Type "R")	

*See Section 5.4.3 of the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction, 2006 Edition

Senior Manager/Assistant Director approval: _____

COMMENTS: _____

❖ NOT FOR RECORDATION PURPOSES ❖

Facility Planning & Control
PARTIAL OCCUPANCY

PROJECT NAME:

PROJECT LOCATION:

PROJECT / PART NUMBER:

CFMS / SRM No.

WBS NUMBER:

CONTRACTOR:

USER AGENCY:

The below described portion of subject project is, to the best of my knowledge and belief, complete to a point where the User desires to use in according with the Contract Documents.

DATE OCCUPIED: _____ .

WARRANTY items covered by Occupancy:

_____	Designer	_____	Date
_____	Contractor	_____	Date
_____	Facility Planning and Control	_____	Date

Punch List: Attached

None

c: User Agency

❖ NOT FOR RECORDATION PURPOSES ❖

❖ NOT FOR RECORDATION PURPOSES ❖

Facility Planning & Control
RECOMMENDATION OF ACCEPTANCE

TO: FACILITY PLANNING AND CONTROL
P.O. Box 94095
Baton Rouge, LA 70804-9095

FROM: _____

Design Firm Name and Address

DATE: _____

PROJECT NAME: _____

PROJECT NUMBER: _____ WBS No. _____

SITE CODE: _____ STATE ID: _____ CFMS/SRM #: _____

CONTRACTOR: _____

ORIGINAL CONTRACT AMOUNT: \$ _____

FINAL CONTRACT AMOUNT: \$ _____

FINAL BUILDING AREA (SQ. FEET): _____

I certify that, to the best of my knowledge and belief, this project is substantially complete in accordance with the Plans and Specifications to the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

DATE OF ACCEPTANCE: _____

CONTRACT DATE OF COMPLETION: _____

NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date) _____

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT \$ _____

VALUE OF PUNCH LIST \$ _____ (*Attach punch list*)

Was part of project occupied prior to Acceptance?

PORTION OCCUPIED: (*Attach Partial Occupancy Forms*)

ROOF GUAR-MANUF: _____ START DATE: _____ END DATE: _____

ROOFER: _____ START DATE: _____ END DATE: _____

Signed: _____
DESIGNER

FOR USE OF PROJECT MANAGER:

Signed: _____
PROJECT MANAGER

c: User Agency

❖ NOT FOR RECORDATION PURPOSES ❖

CERTIFICATE OF COMPLIANCE
with
Americans with Disabilities Act and Architectural Barriers Act
Accessibility Guidelines

TO: FACILITY PLANNING AND CONTROL
P.O. Box 94095
Baton Rouge, LA 70804-9095

FROM: _____

Design Firm Name and Address

PROJECT NAME: _____

PROJECT No.: _____

WBS No.: _____

SITE CODE: _____ STATE ID: _____

DATE OF ACCEPTANCE: _____

I, _____ certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines as reviewed by the fire marshal.

Designer Signature Date: _____

State of Louisiana
DIVISION OF ADMINISTRATION
Facility Planning and Control

CERTIFICATE OF COMPLIANCE
with
Louisiana Building Code for State Owned Buildings

TO: STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF FACILITY PLANNING AND CONTROL
P.O. Box 94095
Baton Rouge, LA 70804-9095

FROM: _____

(Design Firm or Owner/User Name and Address)

PROJECT NAME: _____

PROJECT No.: _____

WBS No.: _____

DATE OF ACCEPTANCE: _____

I, _____ certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the construction documents determined to be satisfactory by the State of Louisiana, Division of Administration, Office of Facility Planning and Control.

(Signature of Designer or Owner/User) Date: _____

DIVISION 1

GENERAL REQUIREMENTS



DAMMON
ENGINEERING, INC.

DAMMON ENGINEERING, INC.
554 OLD SPANISH TRAIL
SLIDELL, LOUISIANA 70458
Phone: 985-649-5832
www.dammonengineering.com
info@dammonengineering.com

SECTION 01 10 00
SUMMARY OF WORK

1. GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Coordination with occupants.
4. Work restrictions.
5. Specification and drawing conventions.
6. Miscellaneous provisions.

1.2 PROJECT INFORMATION

- A. Project Identification: **HVAC System Replacement
State Police Troop L Headquarters
Project No.: 01-107-06B-11, F.01003807
State ID: S00814 Site Code: 1-52-004**
- B. Project Location: **State Police Troop L Headquarters
2600 North Causeway Blvd.
Mandeville, LA 70471**
- C. Owner: **Facility Planning and Control
P. O. Box 94095
Baton Rouge, Louisiana, 70804-9095**
1. Owner's Representative: **Mr. Mark Bradley, Facility Planning and Control**
- D. User: **Lt. Louis Calato,
Executive Officer – Troop L Headquarters
2600 North causeway Blvd
Mandeville, LA 70471**
1. User's Representative: **Sgt Randy Revels**
- E. Engineer: **Dammon Engineering, Inc.
Brian Mistich, Chief Engineer
554 Old Spanish Trail
Slidell, LA 70458**
1. Contact: **David Dammon
(985) 649-5832**

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. This project consists of the removal and replacement of the existing HVAC system including ductwork, air handler unit, associated mold remediation, and any required wall and ceiling finishes replacement within the approximately 10,000 sq ft Troop L Headquarters.
- B. Type of Contract.
 - 1. Project will be constructed under a single prime contract.

1.4 COORDINATION WITH OCCUPANTS

- A. Owner Occupancy: Owner will occupy site and adjacent buildings during the entire construction period. Owner will, at his/her expense, rent a portable building for day to day operations. 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.
 - 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.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations. All contractor and their employees, vendors and sub-contractors' and their employees shall provide necessary documentation to the contact at Troop L, showing that they have a legal status for working within the United States. Acceptable forms of documentation would be a valid state driver's license, an ID or country passport, all of which must have a photo ID identifying the person.
- B. 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 interior of building under renovation.
 - 2. Driveways, Walkways and Entrances: Keep driveways, parking areas, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. On-Site Work Hours: Limit work at the facility from sun-up to sundown, 7 days a week except Holidays or as otherwise directed. Finishing work that is conducted inside with no major movement outside (e.g., trash removal by large trucks and/or machinery, etc. - high noise), may be done to later hours, e.g., 10 pm.
- E. 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.
- F. Controlled Substances: Use of tobacco products and other controlled substances is not permitted on Project site.

1.6 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.
- 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 scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

2.PRODUCTS (Not Used)

3.EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 26 00
CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 MINOR CHANGES IN THE WORK

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

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer 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 Engineer are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within the time specified in Proposal Request 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 forms provided by Owner.
- B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.

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. Work Change Proposal Request Form: Use form provided by Designer.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Designer will issue a Change Order for signatures of Owner and Contractor on form included in Project Specification.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Engineer may issue a Construction Change Directive on AIA form G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 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 01 26 00

SECTION 01 29 00
PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 SCHEDULE OF VALUES (See AIA A201 and Supplementary Conditions, Article 9)

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

- a. Application for Payment forms with continuation sheets.
- b. Submittal schedule.
- c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Sub-schedules for Phased Work: Where the Work is separated into phases requiring separately phased payments; provide sub-schedules showing values coordinated with each phase of payment.

- B. Format and Content: Use Project Specification table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

- a. Project name and location.
- b. Name of Engineer.
- c. Engineer's project number.
- d. Contractor's name and address.
- e. Date of submittal.

2. Arrange schedule of values consistent with format provided.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Specification table of contents. Provide multiple line items for principal subcontract amounts in excess of five (5) percent of the Contract Sum.

- a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five (5) percent of the Contract Sum and subcontract amount.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT (See AIA A201 and Supplementary Conditions Article 9)

- A. Each Application for Payment shall be submitted on AIA G702 and G703; each application shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
- B. Application Preparation: Complete every entry on form. Executed by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 3. Applications for Payment must be signed in Blue Ink.
- C. Transmittal: Submit three (3) signed original copies of each Application for Payment to Engineer. 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.
- D. Initial Application for Payment: Administrative actions and submittals that must precede submittal of first Application for Payment include the following:
 1. Submittal schedule (preliminary if not final).
 2. List of Contractor's staff assignments.
 3. List of Contractor's principal consultants.

4. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 5. Initial progress report.
 6. The following documents are to be provided at the Pre-Construction Conference:
 - a. Schedule of values.
 - b. List of subcontractors and major suppliers.
 - c. Information listed in Paragraph 7.1 of the Supplementary Conditions.
 - d. Contractor's construction schedule (preliminary if not final) as defined in 3.10.2 of General Conditions and Supplementary Conditions.
 7. Certificates of insurance and insurance policies are to be provided at contract signing.
- E. Application for Payment at Recommendation of Acceptance: After Engineer issues the Recommendation of Acceptance, 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.
- F. Final Payment Application: Refer to Supplementary Conditions for Final Payment Application procedures and requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination drawings.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.

- B. Related Sections:
 - 1. Section 01 73 00 "Execution".
 - 2. Section 01 26 00 "Contract Modification Procedures".

1.2 DEFINITIONS

- A. RFI: Request from Owner, Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.4 GENERAL COORDINATION PROCEDURES

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

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner through Designer and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Project closeout activities.
 6. Startup and adjustment of systems.

1.5 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Engineer will not accept RFIs submitted to Engineer by other entities controlled by Contractor. Any such RFI submittals will be reported to the Contractor by the Engineer.
 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 Engineer.
 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 solution(s) 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.
- C. RFI Forms: AIA Document G716.
- D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven (7) working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned, with Engineer informing Contractor of "no action":
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Engineer's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
 3. Engineer'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 01 26 00 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within ten (10) days of receipt of the RFI response.
- E. On receipt of Engineer's action, immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven (7) days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- 1.6 PROJECT MEETING
- A. Preconstruction Conference: Designer will schedule and conduct a preconstruction conference at Project site before starting construction, at a time convenient to Owner and Contractor.
1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned

parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Contractor shall furnish to the Engineer and Owner at the Preconstruction Conference:
 - a. The Schedule of Values.
 - b. List of Subcontractors.
 - c. Information listed in Paragraph 7.1 of the Supplementary Conditions.
 - d. The Construction Schedule.

 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Designation of key personnel and their duties.
 - b. Change Orders.
 - c. Invoice Procedures.
 - d. Prior Approval.
 - e. Testing Lab, Procedures for testing and inspecting.
 - f. Project Sign.
 - g. Meetings.
 - h. General Correspondence.
 - i. Shop Drawings.
 - j. Procedure for keeping Record Documents.
 - k. Security.
 - l. User's occupancy requirements.
 - m. Location of staging areas and use of the premises.
 - n. Parking availability.
 - o. Location and type of temporary facilities and utilities.
 - p. Responsibility for temporary facilities and controls.
 - q. Office, work, and storage areas.
 - r. Equipment deliveries.
 - s. Outages/Interruptions of Services.
 - t. Work restrictions.
 - u. Working hours.
 - v. Progress cleaning.
 - w. Safety and First Aid.
 - x. Use of any Asbestos Containing materials is prohibited.
 - y. Pre-Closeout Conference.

 4. Minutes: Designer will record and distribute meeting minutes.
- B. Preinstallation Conferences: Designer will conduct a preinstallation conference at Project site before each construction activity that requires 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.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.

- b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - 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. Designer will record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Designer will 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.
- C. Progress Meetings: Designer will conduct progress meetings at Project site at monthly intervals.
1. Attendees: In addition to representatives of Owner and Engineer, 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.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to

do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- 1) Review schedule for next period.
- b. Review present and future needs of each entity present, including the following:
- 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 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.
3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- D. Pre-Closeout Conference: Designer will schedule and conduct a pre-closeout conference at the project site when construction is 75% to 85% complete.
1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 33
PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

1.2 INFORMATIONAL SUBMITTALS

- A. Digital Photographs: Submit to Engineer unaltered, original, full-size image files within three (3) days of taking photographs.
 - 1. Digital Camera: Minimum sensor resolution of 8 megapixels.
 - 2. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Date photograph was taken.
 - c. Indicating location and direction (by compass point).

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images to Engineer in JPG format, with minimum size of 8 megapixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.

- B. Digital Images: Submit to Engineer digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
1. Date and Time: Include date and time in file name for each image.
 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Engineer.
- C. Preconstruction Photographs: Before starting construction take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Engineer.
1. Flag construction limits before taking construction photographs.
 2. Take photographs to show existing conditions adjacent to property before starting the Work.
 3. Take photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
- D. Periodic Construction Photographs: Take photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- E. Final Completion Construction Photographs: Take color photographs after date of Substantial Completion for submission to Engineer as Project Record Documents. Engineer will inform photographer of desired vantage points.
- F. Additional Photographs: Engineer may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
1. Three days' notice will be given, where feasible.
 2. In emergency situations, take additional photographs within 24 hours of request.
 3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.
 - c. Substantial Completion of a major phase or component of the Work.
 - d. Extra record photographs at time of final acceptance.
 - e. Owner's request for special publicity photographs.

END OF SECTION 01 32 33

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.2 DEFINITIONS

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

1.3 ACTION SUBMITTALS

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

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.
 - 1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
 - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Contractor shall execute a data licensing agreement in the form of AIA Document C106, Digital Data Licensing Agreement.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

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1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow fifteen (15) work days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow fifteen (15) work days for review of each resubmittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Engineer, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.
 - h. Submittal purpose and description.
 - i. Specification Section number and title.

- j. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Related physical samples submitted directly.
 - n. Indication of full or partial submittal.
 - o. Transmittal number, numbered consecutively.
 - p. Submittal and transmittal distribution record.
 - q. Other necessary identification.
 - r. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
- a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- E. Options: Identify options requiring selection by Engineer.
- F. Deviations: Identify deviations from the Contract Documents on submittals, deviations will not be allowed if it changes “type.”
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Engineer’s action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
- 1. Submit electronic submittals via email as PDF electronic files, photos shall be submitted under Section 01 32 33 “Photographic Documentation”.

- a. Engineer will return annotated PDF file. Annotate and retain one copy of file as an electronic Project record document file. Digital photographic documentation will not be returned. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF Electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the 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. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
 3. Submit Shop Drawings in the following format:
 - a. PDF Electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two (2) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer, will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three (3) sets of Samples. Engineer will retain two (2) Sample sets; remainder will be returned.
 - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Submit product schedule in the following format:
 - a. PDF Electronic file.
- F. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."
- G. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."
- H. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- I. 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.
- J. 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.
- K. 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.
- L. 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.

- M. 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.
- N. 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.
- O. 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.
- P. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

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

END OF SECTION 01 33 00

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Engineer, testing agencies, and authorities having jurisdiction.
- B. 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.
- C. 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.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, 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.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Provide concrete or galvanized-steel bases for supporting posts.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Engineer, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction and marked for intended location and application.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 017700 "Closeout Procedures".

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- B. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- C. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- D. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- B. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

3.6 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.
 2. At Substantial Completion, repair, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 01 73 00
EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
1. Construction layout.
 2. Field engineering and surveying.
 3. Installation of the Work.
 4. Cutting and patching.
 5. Coordination of Owner-installed products.
 6. Progress cleaning.
 7. Starting and adjusting.
 8. Protection of installed construction.

1.2 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. 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.
 2. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Engineer for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. 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.
- B. 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 Engineer according to requirements in Section 01 31 00 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify Engineer 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 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: Do not use tools or equipment that produce harmful noise levels.
 - G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
 - H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
 - I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
 - J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- 3.5 CUTTING AND PATCHING
- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. 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 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.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- 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.
- 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 time of Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 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.

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. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 01 73 00

SECTION 01 73 29
CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 UNIT PRICES

- A. The measurement for payment for Demo/Cut CMU Wall(s) will be per square foot.
- B. Payment will be made at the contract price for Demo/Cut CMU Wall(s) for this scheduled item. Payment will constitute full compensation for furnishing all materials, equipment, tools, all labor and other incidentals necessary to complete the Demo/Cut of CMU Wall(s).

1.5 QUALITY ASSURANCE

- A. 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.
- B. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials 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 match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. 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.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. 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. 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 as small as possible, neatly to 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 Division 31 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.

- C. 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 possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate 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 eliminate 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.

- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures preceding the Recommendation of Acceptance.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at time of Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Recommendation of Acceptance.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: Contractor to provide four (4) copies of binders containing maintenance and warranty information.

1.5 SUBSTANTIAL COMPLETION PROCEDURES PRECEDING THE RECOMMENDATION OF ACCEPTANCE

- A. Contractor's List of Incomplete Items: Prepare and submit a preliminary list of items to be completed and corrected (Contractor's Preliminary Punch List).
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Recommendation of Acceptance. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Engineer's signature for receipt of submittals.
 5. Submit test/adjust 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 ten (10) days prior to requesting inspection for determining date of Recommendation of Acceptance. List items below that are incomplete at time of request.
1. Advise Owner through Designer of pending insurance changeover requirements.
 2. Complete startup and testing of systems and equipment.
 3. Perform preventive maintenance on equipment used prior to Substantial Completion.
 4. Instruct User's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 5. Advise Owner through Designer of any changeover in utilities.
 6. Terminate and remove temporary facilities from Project site, along with construction tools and similar elements.
 7. Complete final cleaning requirements, including touchup painting.
 8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Recommendation of Acceptance a minimum of ten (10) days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Recommendation of Acceptance after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.
- 1.6 FINAL COMPLETION PROCEDURES
- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance. Designer will verify.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct User's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- 1.7 PRELIMINARY LIST OF INCOMPLETE ITEMS (PUNCH LIST)
- A. Organization of List: Include name and identification of each item needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Submit preliminary list of incomplete items in PDF electronic file format.
 2. Designer will prepare final punch list.
- 1.8 SUBMITTAL OF PROJECT WARRANTIES
- A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Recommendation of Acceptance is indicated, 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 the Project Manual.
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

- C. Provide additional copies of each warranty to include in operation and maintenance manuals, to be submitted in triplicate.

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.
 - 1. Clean exposed surfaces.
 - a. HEPA vacuum all surfaces.
 - b. Damp wipe all non-porous exposed surfaces including polyethylene sheets used to protect materials, external surfaces of ductwork, studs, and floors with clean rag and clean potable water or detergent solution.
 - c. Remove any poly sheeting protecting desks or equipment and HEPA vacuum all surfaces protected by poly sheeting.
 - d. Damp wipe non-porous surfaces protected by poly sheeting with clean water or a detergent solution.
- 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 Recommendation of Acceptance for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.

- e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- f. Remove labels that are not permanent.
- g. Wipe surfaces of mechanical and electrical equipment if any and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- h. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- i. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Recommendation of Acceptance.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

3.3 UNIT PRICES

- A. The measurement for payment to Provide Final Cleanup will be per square foot.
- B. Payment will be made at the contract price to Provide Final Cleanup for this scheduled item. Payment will constitute full compensation for furnishing all materials, equipment, tools, all labor and other incidentals necessary to complete the Final Cleanup.

END OF SECTION 01 77 00

SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
1. 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 4 copies of operations and maintenance manuals in the following format to the Engineer:
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. Four (4) paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Engineer will provide a copy to User Agency, Umbrella Agency & FP&C.
- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least fifteen (15) 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 fifteen (15) days of receipt of Engineer's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

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

- G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.

4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. 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.
- C. 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.
- D. 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.
- E. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 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.

1.2 CLOSEOUT SUBMITTALS

- A. Marked up Record Drawings: Comply with the following:
 - 1. Submit one (1) color paper-copy set(s) of marked-up record prints. Print each drawing, whether or not changes and additional information were recorded.
 - 2. Submit PDF electronic files of color scanned record prints.
 - 3. Engineer will indicate whether general scope of changes, additional information recorded, and quality of mark-ups are acceptable.
- B. Record Specifications: Submit one paper copy or annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy or annotated PDF electronic files and directories 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. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

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. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as paper copy or annotated PDF electronic file.

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.
 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy, annotated PDF electronic files or scanned PDF electronic file(s) of marked-up paper copy of 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 paper copy, annotated PDF electronic files or scanned PDF electronic file(s) of marked-up paper copy of Product Data.

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 01 78 39

DIVISION 2

EXISTING CONDITIONS



DAMMON
ENGINEERING, INC.

DAMMON ENGINEERING, INC.
554 OLD SPANISH TRAIL
SLIDELL, LOUISIANA 70458
Phone: 985-649-5832
dammonengineering.com
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SECTION 02 41 19
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.
 - 4. Asbestos identification and removal.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to User ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to User.

1.5 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure User's on-site operations are uninterrupted.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Coordination of User's continuing occupancy of portions of existing building and of User's partial occupancy of completed Work.
 5. Means of protection for items to remain and items in path of waste removal from building.
 6. Method of providing on-site security.
- B. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- C. Predemolition Photographs or Videotapes: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.
- C. Pre-demolition Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:
1. Inspect and discuss condition of construction to be selectively demolished.
 2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 4. Review areas where existing construction is to remain and requires protection.
 5. Review procedures for site security and work site access.
 6. Review procedure(s) for identification and or removal of any asbestos that may be found during demolition.

1.7 PROJECT CONDITIONS

- A. User will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so that User's operations will not be disrupted.
1. Comply with requirements specified in Section 01 10 00 "Summary of Work."
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect in writing of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials:
1. Upon encountering any previously unidentified materials which he suspects may contain asbestos, the Contractor shall immediately cease all work in the immediate vicinity of the suspected materials and notify the Designer and the Owner. The Owner shall retain consultants to identify the suspected materials. Upon identification, the Owner reserves the right to contract separately for the removal or require the Contractor (if qualified) to remove said materials in accordance with the following provision. In any case, the work shall be performed by a licensed and certified Abatement Contractor.
2. The Louisiana Department of Environmental Quality (D.E.Q.) has issued the Louisiana Emission Standards for Hazardous Air Pollutants. Where asbestos is encountered in a project, the Contractor shall comply with all laws and ordinances pertaining to asbestos handling and abatement, including the latest revision of LAC 33:III, Chapter 25, Subchapter F, Emission Standards for Hazardous Air Pollutants, LAC 33: III, Chapter 27, Asbestos Containing Materials in Schools and Public Buildings and LAC:33III, Chapter 51, Subchapter M, Section 5151, Emission Standards for Asbestos.

Notification should be addressed to:

Asbestos Supervisor
Louisiana Department of Environmental
Quality
Air Quality Division
Post Office Box 4313
Baton Rouge, Louisiana 70831-4313

3. If the Owner chooses to remove any previously unidentified materials by utilizing different Contractors, the Contractor shall cooperate fully with the Owner's consultants and asbestos abatement Contractor permitting them full access to the project, and shall not resume work in the vicinity of the suspected materials until advised by the Designer and the Owner that it is safe to do so.

4. The Designer shall specify the use of third party air monitoring firms (with no ownership associations with the contractor) in an expanded inspection role as follows: document daily work activities, number of workers present, track and quantify removal

quantities (where necessary and where unit pricing is called for in specifications), perform pre-clearance inspection and verify on a daily basis the contractor work with the design documents and report to the designer any conflicts.

5. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify both Architect and Owner in writing.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities and life safety components in service during selective demolition operations.

1.8 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Owner and Architect.

E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or preconstruction videotapes.

1. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- G. All existing insulation above affected ceilings is to be removed and stored prior to demolition.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
 1. Comply with requirements for existing services/systems interruptions specified in Section 01 10 00 "Summary of Work."
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 1. Arrange to shut off indicated utilities with utility companies.
 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 3. Cut off pipe or conduit to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Comply with requirements for access and protection specified in Section 01 50 00 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection by Authority Having Jurisdiction required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
3. Cover equipment or any other items that have not been removed.
4. Comply with requirements for temporary enclosures, run-off control specified in Section 01 50 00 "Temporary Facilities and Controls."

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain **fire watch and** portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Dispose of demolished items and materials promptly.

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Store items in a secure area until delivery to User. Verify location with User.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete. Coordinate location with User.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- D. Suspended Drywall Ceiling: Remove and store insulation prior to starting the demolition of the suspended drywall ceiling.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove all debris from work site daily to Staging Area.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

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

END OF SECTION 02 41 19

SECTION 02 82 00

ASBESTOS REMEDIATION

PART 1 - GENERAL

1.1 SUMMARY

- A. The work covered by this section includes the handling of materials containing asbestos which are encountered during removal and demolition operations and the incidental procedures and equipment required to protect workers and occupants of the building or area, or both, from contact with airborne asbestos fibers. The work also includes the disposal of the removed asbestos-containing materials (ACM).
- B. Provide all labor, materials, tools, equipment, and insurance as required to remove and dispose of asbestos as indicated on the contract drawing D101.
- C. Contractor shall follow the design provided by Terracon for this project.

1.2 DEFINITIONS

- A. Amended Water: Water containing a wetting agent or surfactant. The wetting agent specified here is 50% polyoxyethylene ester and 50% polyoxyethylene ether in a concentration of one (1) ounce in five (5) gallons of water.
- B. Asbestos: The term "asbestos" includes chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite.
- C. Asbestos Control Area: An area where asbestos removal operations are performed which is isolated by physical barriers to prevent the spread of asbestos fibers.
- D. Asbestos Fibers: This expression refers to asbestos fibers having an aspect ratio of 3:1 and longer than five (5) micrometers.
- E. Area Monitoring: Sampling of asbestos fiber concentrations within the asbestos control area and outside the asbestos control area which is representative of the airborne concentrations of asbestos fibers which may reach the breathing zone.
- F. Asbestos Floor Covering Materials: Nonfriable resilient sheet vinyl, vinyl asbestos or asphalt tile and asbestos adhesive.

- G. Friable Asbestos Material: Material that contains more than one percent asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
- H. HEPA Filter Equipment: High-efficiency particulate air filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters shall be of 99.97 percent efficiency for retaining fibers of 0.3 microns or larger.
- I. Non-friable Asbestos Material: Material that contains asbestos in which the fibers have been locked in by a bonding agent, coating, binder, or other material so that the asbestos is well bound and will not release fibers in excess of background levels during any appropriate use, handling, storage, transportation, processing or disposal.
- J. Personal Monitoring: Sampling of asbestos fiber concentrations within the breathing zone of an employee.
- K. Small Scale Project: An asbestos removal project taking place in a particular room or space which does not require the removal of more than 20 linear feet of pipe insulation (on pipe diameters smaller than 6"), or 10 square feet of asbestos containing material (ACM) or ACM debris.
- L. Time-Weighted Average (TWA): The TWA is an 8-hour time-weighted average airborne concentration of fibers longer than five (5) micrometers, per cubic centimeter of air.

1.3 QUALIFICATIONS

All asbestos removal work shall be done by a contractor licensed by the State of Louisiana, Louisiana State Licensing Board for Contractors, and regularly engaged in such work. One Supervisor/Contractor acting as the qualifying party or responsible individual for the company, must be accredited with LDEQ.

1.4 REFERENCES

- A. The publications listed below form a part of this specification. The Contractor shall comply with all the requirements of the latest edition of these regulations.
 - 1. Code of Federal Regulations (CFR) Publications:
 - a. 29 CFR, Part 1910.1001 & 1926.58, Asbestos
 - b. 29 CFR, Part 1910.134, Respiratory Protection
 - c. 29 CFR, Part 1910.145, Specifications for Accident Prevention Signs and Tags
 - d. 29 CFR, Part 1926.20 Sub-part C, General Safety and Health Provisions
 - e. 34 CFR Part 231, Appendix C, Procedures for Containing and Removing Building Materials Containing Asbestos

- f. 40 CFR, Part 61 Sub-parts A and M, US Environmental Protection Agency National Emission Standards for Hazardous Air Pollutants.
 - g. 40 CFR, Part 763, EPA Asbestos
 - 2. American Society for Testing and Materials (ASTM) Publication:
 - a. E 849, Safety and Health Requirements Relating to Occupational Exposure to Asbestos
 - 3. U.S. Environmental Protection Agency (EPA) Publications:
 - a. EPA 560/5-85-024, Guidance for Controlling Asbestos-Containing Materials in Buildings
 - 4. State and Local Regulations:
 - a. The Contractor Shall Comply with all current State of Louisiana and St. Tammany Parish Regulations, including all abatement workers and supervisors performing work in Louisiana are required to be accredited by LDEQ.
 - b. All personnel working as Asbestos Workers, Supervisor/Contractors (including air monitoring personnel), Inspectors, Management Planners, or Project Designers must be accredited by Louisiana Department of Environmental Quality. Initial and subsequent refresher AHERA training by an EPA recognized training provider or training provider recognized by a state program with EPA authorization is required for accreditation as well as a picture for an I.D. card, and fees.
- B. Acquisition of Publications: Referenced CFR publications may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

1.5 NOTIFICATIONS

- A. Notification of any Renovation activity which disturbs Regulated Asbestos Containing Material (RACM) requires a 10-work day notice. The typed/completed form must be mailed or hand delivered with fee. See AAC-2 form for fee information.

1.6 SUBMITTALS

- A. The following shall be submitted in accordance with the requirements of the Contract Documents and as stated herein.

1. ASBESTOS ABATEMENT CONTRACTOR DATA

- a. Qualifications: Documentation of the successful completion of at least three jobs comparable in complexity and care required. References of at least three previous jobs must be supplied to the Engineer.
- b. Contractor's Information (for Supervisory Personnel): List Supervisory Personnel: Name, title, length of service with company, specific training courses taken on occupational safety and health hazards associated with asbestos corrective actions. Information showing the supervisory official shall have a minimum of two years experience in the removal of asbestos materials.
- c. Contractor's Information (for Asbestos Workers and Laborers): List names, length of service with the Contractor's company, specific training in occupational safety and health hazards associated with asbestos corrective action, and specific experience of all Contractor personnel who shall be working on this project. Minimum experience requirement per employee shall be one year (including training periods) in the removal of asbestos materials.
- d. Contractor's Information (for Medical Requirements): The Contractor shall submit proof that all personnel participating in this program are in full compliance with medical surveillance provisions of OSHA or State of Louisiana requirements.

1.7 GENERAL REQUIREMENTS

- A. The State of Louisiana regulates the removal and disposal of asbestos materials from ceilings, walls, pipes, and other surfaces in buildings.
- B. The regulations require wetting of the asbestos material before, during and after stripping to prevent dust emissions. The regulations use "stripping" to refer to taking asbestos off ceilings, walls, pipes and other surfaces; and "removal" to refer to taking stripped asbestos material out of the building for disposal. No dry "stripping/removal" shall be permitted.
- C. The Contractor shall have at all times at his/her office and in view at the job site, one current copy of the OSHA Regulations 1910.1001, Asbestos, and Environmental Protection Agency 40 CFR, Part 61, Sub-part M, National Emission Standard for Asbestos.
- D. The Contractor shall schedule with the LDEQ, inspections of the asbestos containment prior to the start of the asbestos work and following completion of the asbestos work but prior to the dismantling of the containment.
- E. Louisiana Department of Environmental Quality regulates workplace practices and the airborne concentration levels to which asbestos workers can be exposed. The regulations apply to removal, encapsulation, and enclosure operations involving asbestos materials.

- F. Louisiana Department of Environmental Quality has established limits on the level of airborne asbestos to which a worker may be exposed on a daily basis. Over an eight-hour period, the average airborne asbestos concentration level (also known as the Time-Weighted Average) to which a worker may be exposed may not exceed 0.2 fibers longer than five (5) micrometers per cubic centimeter of air (0.2 f/cc). A downward revision of these levels has been proposed, and whatever levels are valid at the time the work is done shall be those that are applicable.
- G. The Contractor shall use air monitoring results from the owner's third party Industrial Hygiene firm to determine whether airborne concentrations of asbestos exceed these exposure limits in the asbestos control area.

1.8 WORKER PROTECTION

- A. The Contractor shall follow the protection requirements in the plan that has been designed by Terracon for this project.

PART 2 - PRODUCTS

2.1 LABELS AND SIGNS

- A. Provide labels printed in English. Provide label of a sufficient size to be clearly legible. Affix labels to asbestos materials, scrap, waste, debris, sealed impermeable bags, asbestos waste drums, and other asbestos-contaminated products.
- B. Asbestos Waste Drum Labels: Provide labels with the following legend:

**CAUTION
CONTAINS ASBESTOS
DISPOSE OF IN AN
APPROVED LANDFILL ONLY**
- C. Provide labels with the following legend:

**DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING ASBESTOS DUST MAY CAUSE
SERIOUS BODILY HARM**
- D. Asbestos Control Area Signs: Provide signs with the following legend:

**DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD**

**AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE CLOTHING
ARE REQUIRED IN THIS AREA**

PART 3 - EXECUTION

3.1 ASBESTOS CONTROL AREA PREPARATION

- A. The Contractor shall follow the control area requirements in the plan that has been designed by Terracon for this project.
- B. Signs and Labels:
 - 1. Asbestos Control Area Signs: Provide and mount Asbestos Control Area signs at all approaches to asbestos control areas. Locate signs at such a distance that personnel may read the sign and take the necessary protective steps required before entering the area. Signs shall be in vertical format conforming to 29 CFR, Part 1910.145 (a)(4), minimum 20 by 14 inches and display the legend specified in Part 2 - Products.
 - 2. Danger Labels: Provide and affix danger labels to all asbestos material, packaged wastes and other products contaminated with asbestos. Provide labels of sufficient size to be clearly legible, displaying the legend specified in Part 2-Products.

3.2 METHOD OF ASBESTOS REMOVAL

- A. The Contractor shall follow the asbestos removal method requirements in the plan that has been designed by Terracon for this project.

3.3 DISPOSAL OF ASBESTOS MATERIAL

- A. The Contractor shall remove and transport all waste to an Environmental Protection Agency approved disposal site off the project property. The Contractor shall submit copies of the NESHAP asbestos waste manifests to the Engineer after completion.
- B. No contaminated containers (even if clean on the outside and sealed) shall be left exposed, stored, etc., in any unsecured location either inside or outside/external to the asbestos control area and/or the building.
- C. Disposal

1. It is important that proper disposal procedures be utilized during removal, regardless of the method. Extreme care should be taken. As dry removal or dust is encountered, workers should be provided with proper respiratory protection.
2. All removed materials shall be placed in heavy duty (6 mil.) plastic bags or impermeable type containers.
3. Exposed floor area shall be HEPA vacuumed and/or wet mopped. Dry sweeping is not permitted.
4. Vacuum cleaner bags shall be removed with care and placed in plastic bags or containers for disposal.
5. All trash containers shall be tightly sealed and labeled as specified in Part 2 - Products.

3.4 AIR MONITORING AND ANALYSIS

- A. The owner shall contract with an independent air sampling firm for the necessary project air sampling and analysis on this asbestos remediation project.

3.5 RESPIRATORS

- A. Contractor shall provide workers with respirator protection as detailed in the design by Terracon.

END OF SECTION 028200

December 12, 2019
Revised December 23, 2019



Dammon Engineering, Inc.
554 Old Spanish Trail
Slidell, Louisiana 70458

Attn: Mr. David Dammon
E: david@dammonengineering.com
P: 985.649.5832

Re: Limited Asbestos Bulk Sampling Services
State Police Troop L Headquarters
2600 North Causeway Boulevard
Mandeville, Louisiana
Terracon Project No. ET197285

Dear Mr. Dammon:

Terracon Consultants, Inc. (Terracon) conducted limited asbestos bulk sampling on December 3 and 16, 2019, at the State Police Troop L Headquarters in Mandeville, Louisiana. As outlined in Terracon Proposal No. PET197285 dated November 6, 2019, our scope of services was limited to the collection of bulk samples of suspect asbestos-containing materials (ACM) within the mechanical room (area of inspection) of the subject structure.

Limited asbestos bulk sampling was performed on December 3 and December 16, 2019, by Steven Latiolais, an LDEQ certified asbestos inspector (AI#: 200658). Fifteen asbestos bulk samples were collected from five homogeneous areas of suspect ACM. Bulk samples were submitted under chain of custody to EMSL Analytical, Inc. of Cinnaminson, New Jersey (NVLAP Accreditation No 101048-0; LELAP Accreditation No 04127) and EMSL Analytical, Inc. of Baton Rouge, Louisiana (NVLAP Accreditation No 200375-0; LELAP Accreditation No 01950) for analysis by polarized light microscopy with dispersion staining techniques per EPA methods (40 CFR 763, Subpart E). The asbestos content, if applicable, was determined by microscopic visual estimation.

ACM was confirmed to be present within the subject structure. Please review Table 1 below for an asbestos sample summary.

Table 1
Summary of Asbestos Sampling and Analytical Results

HA	Sample Number	Material Description	Material Location	Condition	Lab Results
01	01-1	White 6" mudded pipe elbow	Mechanical Room	Good	None Detected
	01-2				None Detected
	01-3				None Detected
02	02-1	White drywall and joint compound	Mechanical Room	Damaged	Drywall – None Detected Joint Compound – None Detected
	02-2				Drywall – None Detected Joint Compound – None Detected
	02-3				Drywall – None Detected Joint Compound – None Detected
03	03-1	Black HVAC vibration dampener	Mechanical Room	Good	None Detected
	03-2				None Detected
	03-3				None Detected
04	04-1	Black/gray HVAC air handler jacket	Mechanical Room	Good	None Detected
	04-2				None Detected
	04-3				None Detected
05	05-1	Black, tar-like pipe/pipe insulation covering	Mechanical Room at pipe junctions and pumps	Good	Layer 1 – 13%Chrysotile Layer 2 – 13% Chrysotile
	05-2				Not Analyzed – Positive Stop
	05-3				Not Analyzed – Positive Stop

Asbestos was detected in the black, tar-like pipe covering material. This material is considered Category II non-friable ACM. Terracon estimates approximately 24 square feet of this material is applied to soft fiberglass pipe insulations. According to LDEQ and EPA NESHAP regulations, Category II non-friable ACM is any material, excluding Category I non-friable ACM, that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition operations are considered Regulated Asbestos Containing Materials (RACM) and are required to be abated prior to demolition.

Terracon recommends that the pipe insulation and covering be removed prior to any renovation or demolition work that may disturb it. Terracon can assist Dammon Engineering, Inc. by preparing technical specifications (Project Design) for ACM removal. The specifications should include the scope of work, personal protective equipment, work procedures, air monitoring, disposal requirements, and related documentation.

It should be noted that suspect materials, other than those identified during this limited asbestos bulk sampling may exist within the building. Should suspect materials other than those that were identified during this sampling event be uncovered during demolition, those materials should be

Limited Asbestos Bulk Sampling

State Police Troop L ■ Mandeville, LA

December 12, 2019 ■ Terracon Project No. ET197285 REV1

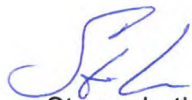
assumed asbestos-containing until sampling and analysis can confirm or deny their asbestos content.

This limited asbestos survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our limited survey of the building. The information contained in this report is relevant to the date on which this survey was performed and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by Dammon Engineering, Inc. for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.

Terracon appreciates the opportunity to provide this service. If you have any questions regarding this report, please contact the undersigned at (504) 818-3638.

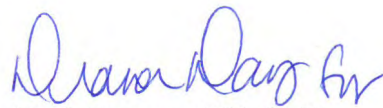
Sincerely,

Terracon Consultants, Inc.



Steven Latiolais

Staff Industrial Hygienist



Rush Bowers, CIH, CSP

Senior Industrial Hygiene Consultant

Attachments:

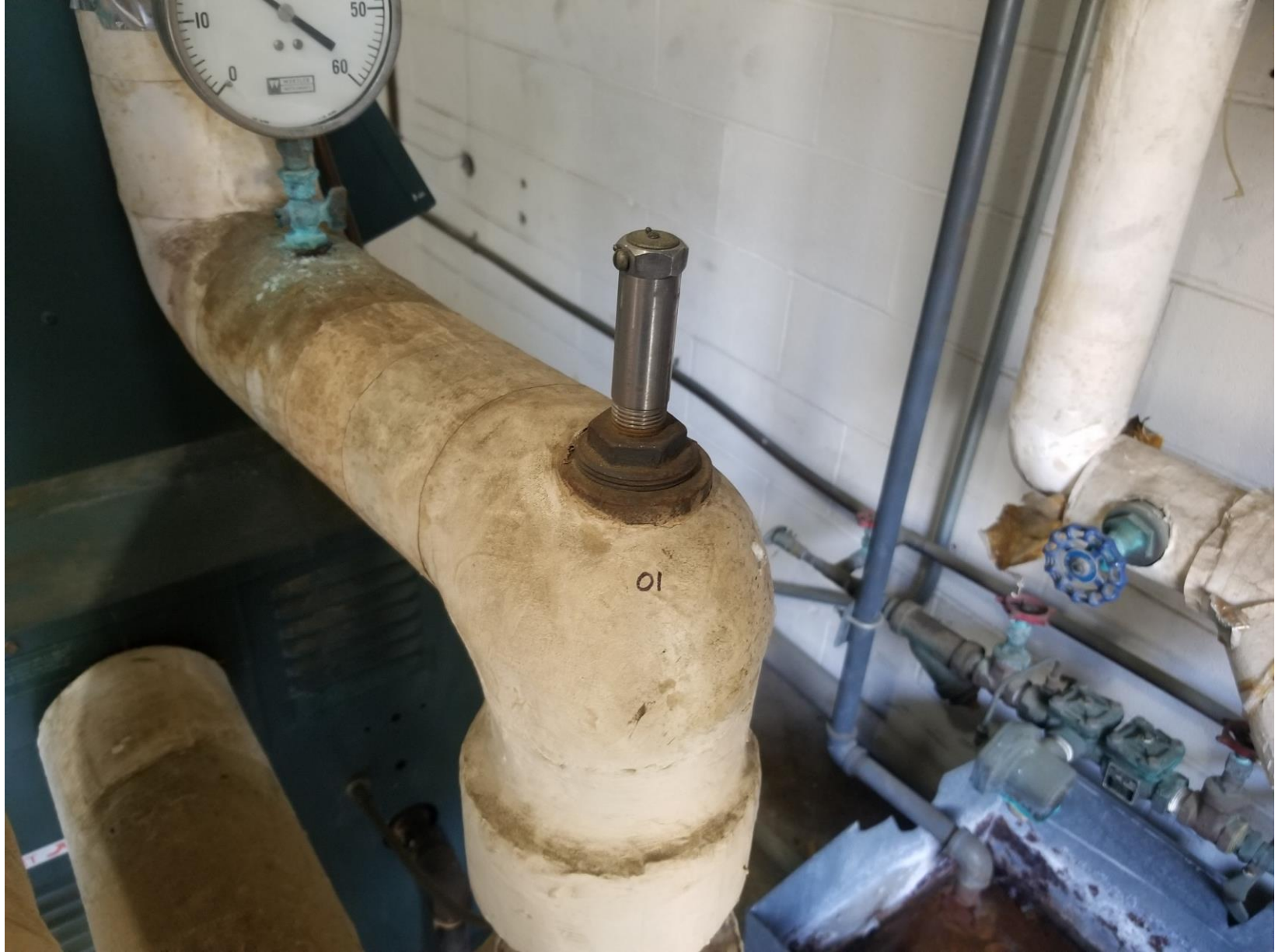
Photograph Log

Exhibit(s)

Laboratory Analysis Report

Accreditations

Photograph Log



View of HA-01: White 6" mudded pipe elbow.



View of HA-02: White drywall and joint compound.



View of HA-03: Black HVAC vibration dampener.

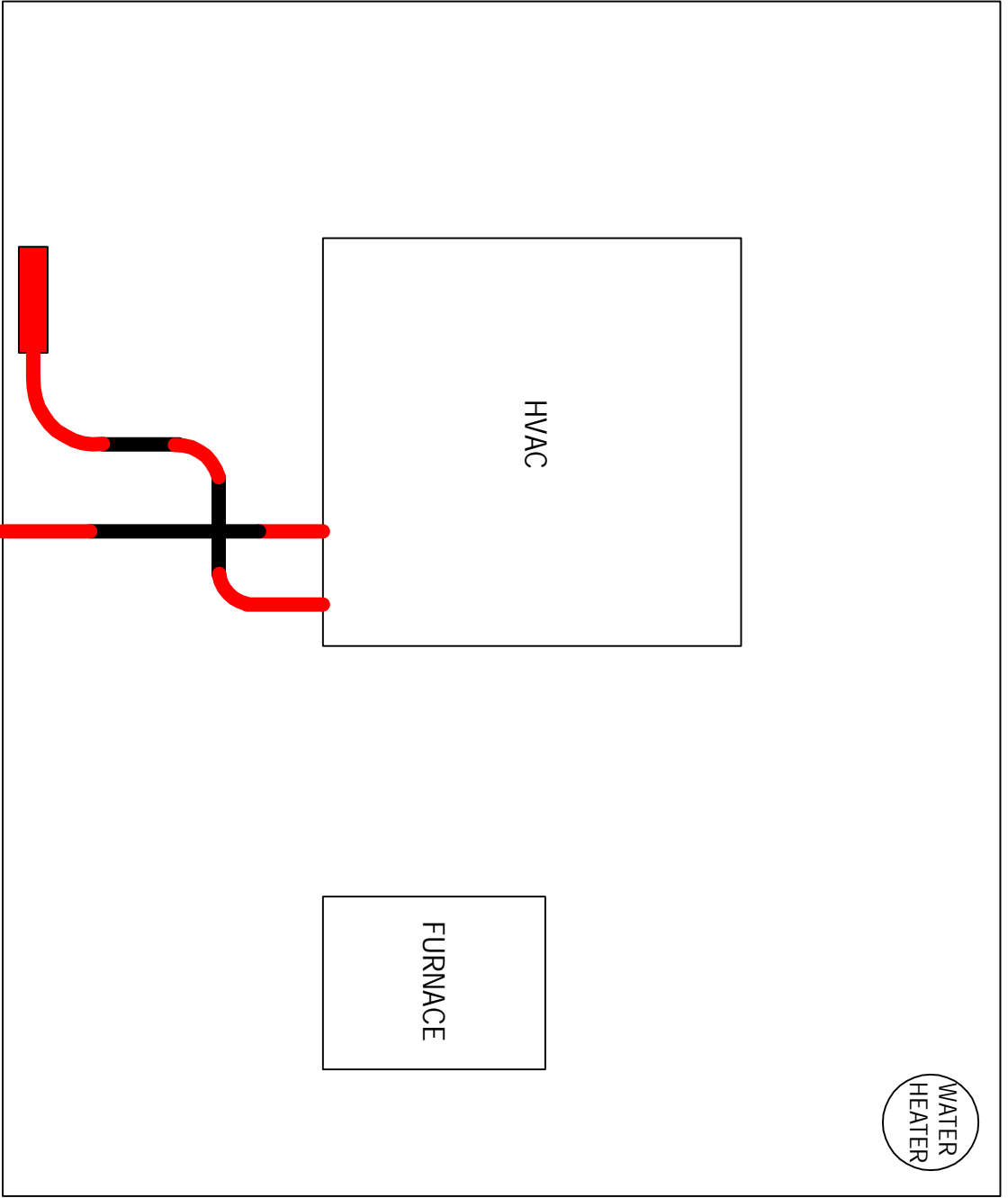


View of HA-04: Black/gray HVAC air handler jacket.



View of HA-05: Black, tar like pipe/pipe insulation covering.

Exhibit(s)



LEGEND

**ACM BLACK, TAR LIKE COVERING ON
PIPE/PIPE INSULATION**

Project Mgr:	SML	Project No:	ET191285
Drawn By:	SML	Scale:	NOT TO SCALE
Checked By:	JMM	File No:	EXHIBIT 1.dwg
Approved By:	JRB	Date:	DECEMBER 2019

Terracon
Consulting Engineers and Scientists

524 ELMWOOD PARK BLVD NEW ORLEANS, LA 70123
(504) 818-3638

CONFIRMED ACM LOCATIONS - MECHANICAL ROOM

LOUISIANA STATE POLICE TROOP L
2600 N. CAUSEWAY BOULEVARD
MANDEVILLE, LA

EXHIBIT
1.0

THIS DIAGRAM IS FOR GENERAL LOCATION ONLY AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES.

Laboratory Analysis Report



EMSL Analytical, Inc.

18369 Petroleum Drive Baton Rouge, LA 70809
Tel/Fax: (225) 755-1920 / (225) 755-1989
<http://www.EMSL.com> / batonrougelab@emsl.com

EMSL Order: 251907727
Customer ID: TCNL25
Customer PO: ET197285
Project ID:


Attention: Steven Latiolais
Terracon Consultants
524 Elmwood Park Blvd.
Ste. 170
New Orleans, LA 70123
Project: Troop L/ET197285

Phone: (504) 818-3638
Fax:
Received Date: 12/17/2019 10:40 AM
Analysis Date: 12/17/2019
Collected Date: 12/16/2019

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
05-01-Wrap One <small>251907727-0001</small>	Mechanical Room - Pipe/Pipe Insulation Covering	Black Fibrous Homogeneous	20% Glass	67% Non-fibrous (Other)	13% Chrysotile
05-01-Wrap Two <small>251907727-0001A</small>	Mechanical Room - Pipe/Pipe Insulation Covering	Black Fibrous Homogeneous	20% Glass	67% Non-fibrous (Other)	13% Chrysotile
05-02 <small>251907727-0002</small>	Mechanical Room - Pipe/Pipe Insulation Covering				Positive Stop (Not Analyzed)
05-03 <small>251907727-0003</small>	Mechanical Room - Pipe/Pipe Insulation Covering				Positive Stop (Not Analyzed)

Analyst(s)
Tyler Pullig (2)


Jamie Laginess, Laboratory Operations Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Baton Rouge, LA NVLAP Lab Code 200375-0, LELAP 01950, TX 300238

Initial report from: 12/17/2019 17:25:37



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

7727

18369 Petroleum Drive

Baton Rouge, LA 70809

PHONE: (225) 755-1920

FAX: (225) 755-1989

Company: Terracon		EMSL-Bill to: <input type="checkbox"/> Same <input checked="" type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street: 524 Elmwood Park Boulevard Suite 170		Third Party Billing requires written authorization from third party	
City: New Orleans	State/Province: LA	Zip/Postal Code: 70123	Country: US
Report To (Name): Steven Latiolais		Telephone #: 504-818-3638	
Email Address: steven.latiolais@terracon.com		Fax #:	Purchase Order: ET197285
Project Name/Number: Troop UET197285		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Mail	
U.S. State Samples Taken: LA		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

Turnaround Time (TAT) Options* - Please Check

- 3 Hour 6 Hour 24 Hour 48 Hour 72 Hour 96 Hour 1 Week 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PLM - Bulk (reporting limit)

TEM - Bulk

- PLM EPA 600/R-93/116 (<1%)
 PLM EPA NOB (<1%)
 Point Count 400 (<0.25%) 1000 (<0.1%)
 Point Count w/Gravimetric 400 (<0.25%) 1000 (<0.1%)
 NIOSH 9002 (<1%)
 NY ELAP Method 198.1 (friable in NY)
 NY ELAP Method 198.6 NOB (non-friable-NY)
 OSHA ID-191 Modified
 Standard Addition Method

- TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1
 NY ELAP Method 198.4 (TEM)
 Chatfield Protocol (semi-quantitative)
 TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2
 TEM Qualitative via Filtration Prep Technique
 TEM Qualitative via Drop Mount Prep Technique

Other

Check For Positive Stop - Clearly Identify Homogenous Group Date Sampled: 12/16/2019

Samplers Name: Steven M. Latiolais

Samplers Signature: *[Signature]*

Sample #	HA #	Sample Location	Material Description
05-1	05	Mechanical Room	Black, tar-like pipe/pipe insulation covering
05-2	05	Mechanical Room	Black, tar-like pipe/pipe insulation covering
05-3	05	Mechanical Room	Black, tar-like pipe/pipe insulation covering

Client Sample # (s):	Total # of Samples:
Relinquished (Client): <i>[Signature]</i> to FedEx Date: 12/16/19	Time: 1715
Received (Lab): <i>[Signature]</i> Date: 12/17/19	Time: 10:40am

Comments/Special Instructions:
 Bill To: Terracon, 524 Elmwood Park Boulevard, Suite 170, New Orleans, LA, 70123, US
 Attention: Steven Latiolais Phone: 504-818-3638 Email: Steven.Latiolais@terracon.com Purchase Order:

ⓔ 7958 0297 7032
1 of 1



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 041934802

Customer ID: TCNL25

Customer PO: ET197285

Project ID:

Attention: Steven Latiolais
Terracon Consultants
524 Elmwood Park Blvd.
Ste. 170
New Orleans, LA 70123

Project: 2660 N. Causeway / ET197285

Phone: (504) 818-3638

Fax:

Received Date: 12/05/2019 9:15 AM

Analysis Date: 12/05/2019 - 12/07/2019

Collected Date: 12/03/2019

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
01-1 <i>041934802-0001</i>	White 6" Mudded Pipe Elbow	White Fibrous Homogeneous	30% Cellulose 10% Min. Wool	60% Non-fibrous (Other)	None Detected
01-2 <i>041934802-0002</i>	White 6" Mudded Pipe Elbow	White Fibrous Homogeneous	20% Cellulose 10% Min. Wool	70% Non-fibrous (Other)	None Detected
01-3 <i>041934802-0003</i>	White 6" Mudded Pipe Elbow	White Fibrous Homogeneous	30% Cellulose 20% Min. Wool	50% Non-fibrous (Other)	None Detected
02-1-Drywall <i>041934802-0004</i>	White Drywall	Brown/White Fibrous Homogeneous	20% Cellulose 8% Glass	72% Non-fibrous (Other)	None Detected
02-1-Joint Compound <i>041934802-0004A</i>	Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
02-2-Drywall <i>041934802-0005</i>	White Drywall	Brown/White Fibrous Homogeneous	20% Cellulose 10% Glass	70% Non-fibrous (Other)	None Detected
02-2-Joint Compound <i>041934802-0005A</i>	Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
02-3-Drywall <i>041934802-0006</i>	White Drywall	Brown/White Fibrous Homogeneous	30% Cellulose 5% Glass	65% Non-fibrous (Other)	None Detected
02-3-Joint Compound <i>041934802-0006A</i>	Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03-1 <i>041934802-0007</i>	Black HVAC Vibration Dampener	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
03-2 <i>041934802-0008</i>	Black HVAC Vibration Dampener	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
03-3 <i>041934802-0009</i>	Black HVAC Vibration Dampener	Black Non-Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
04-1 <i>041934802-0010</i>	Black/Gray HVAC Air Handler Jacket	Gray/Black Fibrous Homogeneous	65% Min. Wool	35% Non-fibrous (Other)	None Detected
04-2 <i>041934802-0011</i>	Black/Gray HVAC Air Handler Jacket	Gray/Black Fibrous Homogeneous	60% Min. Wool	40% Non-fibrous (Other)	None Detected
04-3 <i>041934802-0012</i>	Black/Gray HVAC Air Handler Jacket	Black Fibrous Homogeneous	60% Min. Wool 30% Glass	10% Non-fibrous (Other)	None Detected

Initial report from: 12/07/2019 15:16:19



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnaslab@EMSL.com

EMSL Order: 041934802

Customer ID: TCNL25

Customer PO: ET197285

Project ID:

Analyst(s)

Dave Poitras (5)

Meshal Masih (10)

Samantha Rundstrom, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367, LA #04127

Initial report from: 12/07/2019 15:16:19



EMSL ANALYTICAL, INC. LABORATORY • PRODUCTS • TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

041934802

200 Route 130 North

Cinnaminson, NJ 08077

PHONE: 1-800-220-3675

FAX: (856) 786-5974

RECEIVED
CINNAMINSON, NJ
2019 DEC -5 AM 10:26

Company: Terracon		EMSL-Bill to: <input type="checkbox"/> Same <input checked="" type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street: 524 Elmwood Park Boulevard Suite 170		Third Party Billing requires written authorization from third party	
City: New Orleans	State/Province: LA	Zip/Postal Code: 70123	Country: US
Report To (Name): Steven Latiolais		Telephone #: 504-818-3638	
Email Address: steven.latiolais@terracon.com		Fax #:	Purchase Order: ET197285
Project Name/Number: 2600 N. Causeway/ET197285		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Mail	
U.S. State Samples Taken: LA		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input type="checkbox"/> 24 Hour	<input type="checkbox"/> 48 Hour <input checked="" type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
PLM - Bulk (reporting limit)		TEM - Bulk	
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)		<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1	
<input type="checkbox"/> PLM EPA NOB (<1%)		<input type="checkbox"/> NY ELAP Method 198.4 (TEM)	
Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> Chatfield Protocol (semi-quantitative)	
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2	
<input type="checkbox"/> NIOSH 9002 (<1%)		<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.1 (friable in NY)		<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.6 NOB (non-friable-NY)		Other	
<input type="checkbox"/> OSHA ID-191 Modified		<input type="checkbox"/>	
<input type="checkbox"/> Standard Addition Method			
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Date Sampled: 12/3/2019	
Samplers Name: Steven M. Latiolais		Samplers Signature:	
Sample #	HA #	Sample Location	Material Description
		Please see Attached	
Client Sample # (s): -		Total # of Samples:	
Relinquished (Client): to Fedex		Date: 12/3/19	Time: 1700
Received (Lab): CB BX		Date: 12.3.19	Time: 9:15
Comments/Special Instructions:			
BillTo: Terracon, 524 Elmwood Park Boulevard, Suite 170, New Orleans, LA, 70123, US Attention: Steven Latiolais Phone: 504-818-3638 Email: Steven.Latiolais@terracon.com Purchase Order:			

New Orleans: 524 Elmwood Park Blvd., Ste. 170, New Orleans, LA 70123 (504) 818 3638

2600 N. Causeway / ET 197285

Sample Number	Sample Location	HA Description (Color, Dimensions, Descriptor, then Type)	HA General Location	Estimated Quantity	Condition/Errors Bookmark not defined.
01-1		White 6" mudded pipe elbows		20ct	G D SD
01-2					
01-3					
02-1		White drywall + joint compound		350SF	G D SD
02-2					
02-3					
03-1		Black HVAC dampener		10ct	G D SD
03-2					
03-3					
04-1		Black/gray HVAC Air handler jacket		30 SF	G D SD
04-2					
04-3					

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CINNAMINSON, N.J.
2019 DEC -5 AM 10:26

12/3/19

Accreditations

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

Steven Latiolais

**Has complied with all requirements of the Louisiana Department of Environmental Quality
and is authorized to perform the duties of**

Asbestos Inspector

Accreditation No. MI200658

AI No. 200658

Date of Issuance March 13, 2019

Expiration March 21, 2020

**Failure to comply with all applicable provisions of La. R.S. 2025.E. (1)(a) and La. R.S. 2025.F. (2)(a)
may result in civil and/or criminal enforcement actions by the State.**

Paul Bergeron

**Permit Support Services Division
Office of Environmental Services**



STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

It hereby granting a Louisiana Environmental Laboratory Accreditation to



EMSL Analytical Inc
18369 Petroleum Dr
Baton Rouge, Louisiana 70809

Agency Interest No. 205208
Activity No. ACC20190001

According to the Louisiana Administrative Code, Title 33, Part 1, Subpart 3, LABORATORY ACCREDITATION, the State of Louisiana formally recognizes that this laboratory is technically competent to perform the environmental analyses listed on the scope of accreditation detailed in the attachment.

The laboratory agrees to perform all analyses listed on this scope of accreditation according to the Part 1, Subpart 3 requirements and acknowledges that continued accreditation is dependent on successful ongoing compliance with the applicable requirements of Part 1. Please contact the Department of Environmental Quality, Louisiana Environmental Laboratory Accreditation Program (LELAP) to verify the laboratory's scope of accreditation and accreditation status.

Accreditation by the State of Louisiana is not an endorsement or a guarantee of validity of the data generated by the laboratory. Accreditation of the environmental laboratory does not imply that a product, process, system, or person is approved by LELAP. To be accredited initially and maintain accreditation, the laboratory agrees to participate in two single-blind, single-concentration PT studies, where available, per year for each field of testing for which it seeks accreditation or maintains accreditation as required in LAC 33:14711.

Cheryl Somnier Nolan
Administrator
Public Participation and Permit Support Services Division

Issued Date: 27 June 2019
Effective Date: July 1, 2019
Expiration Date: June 30, 2020
Certificate Number: 01950



STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

Effective Date: July 1, 2019

18369 Petroleum Dr, Baton Rouge, Louisiana 70809

Certificate Number: 01950

EMSL Analytical Inc
AI Number: 205208
Activity No. ACC20190001
Expiration Date: June 30, 2020

Air Emissions

Analyte	Method Name	Method Code	Type	AB
1520 - Asbestos	40 CFR Part 763, Subpart E, Appendix A (Mandatory TBM)	2062	NVLAP	LA
100683 - Fungal - Direct Examination (Air)	EMSL Micro-SOP-201	9321	A2LA	LA
1075 - Lead	NIOSH 7082, Rev.2	90012230	A2LA	LA

Non Potable Water

Analyte	Method Name	Method Code	Type	AB
NONE	NONE	NONE	NONE	NONE

Solid Chemical Materials

Analyte	Method Name	Method Code	Type	AB
100095 - Asbestos in Bulk Insulation	40 CFR 763, Subpart E, Appendix E (Section 1.PLM)	2004	NVLAP	LA
100681 - Fungal - Direct Examination (Bulk)	EMSL Micro-SOP-200	9323	A2LA	LA
100682 - Fungal - Direct Examination (Surface)	EMSL Micro-SOP-200	9322	A2LA	LA
1075 - Lead	EPA 3050	10135203	A2LA	LA
1075 - Lead	EPA 7000	10157401	A2LA	LA
1520 - Asbestos	EPA 600/R-93/116	10294583	NVLAP	LA

Biological Tissue

Analyte	Method Name	Method Code	Type	AB
NONE	NONE	NONE	NONE	NONE



**STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY**

Is hereby granting a Louisiana Environmental Laboratory Accreditation to



**EMSL Analytical Inc
200 Rt 130 N
Cinnaminson, New Jersey 08077**

**Agency Interest No. 131900
Activity No. ACC20190002**

According to the Louisiana Administrative Code, Title 33, Part I, Subpart 3, LABORATORY ACCREDITATION, the State of Louisiana formally recognizes that this laboratory is technically competent to perform the environmental analyses listed on the scope of accreditation detailed in the attachment.

The laboratory agrees to perform all analyses listed on this scope of accreditation according to the Part I, Subpart 3 requirements and agrees to adapt to any changes in the requirements. It also acknowledges that continued accreditation is dependent on successful ongoing compliance with the applicable requirements of Part I and the 2009 TNI Standard by which the laboratory was assessed. Please contact the Department of Environmental Quality, Louisiana Environmental Laboratory Accreditation Program (LELAP) to verify the laboratory's scope of accreditation and accreditation status.

Accreditation by the State of Louisiana is not an endorsement or a guarantee of validity of the data generated by the laboratory. Accreditation of the environmental laboratory does not imply that a product, process, system, or person is approved by LELAP. To be accredited initially and maintain accreditation, the laboratory agrees to participate in two single-blind, single-concentration PT studies, where available, per year for each field of testing for which it seeks accreditation or maintains accreditation as required in LAC 33:L4711.

Cheryl Sonnier Nolan
Administrator
Public Participation and Permit Support Services Division

Issued Date:

21 June 2019

Effective Date: July 1, 2019

Expiration Date: June 30, 2020

Certificate Number: 04127



STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

EMSL Analytical Inc
AI Number: 131900
Activity No.: ACC20190002
Expiration Date: June 30, 2020

Effective Date: July 1, 2019

200 Rt 130 N, Cinnaminson, New Jersey 08077

Certificate Number: 04127

Air Measurements

100173 - Asbestos by Phase Contrast Microscopy	NIOSH 7400 (A Rules)	899	NELAP	NJ
100131 - Airborne Asbestos	40 CFR Part 763, Subpart E, Appendix A (Mandatory TEM)	2062	NELAP	NJ
100683 - Fungal - Direct Examination (Air)	EMSL 05-TP-003.5	2885	AIHA	LA
100679 - Fungal Growth in Culturable Air Samples	EMSL SOP M005	2887	AIHA	LA
100231 - Lead in Paint	EPA 7420	10164406	AIHA	LA
100233 - Lead in Soil	EPA 7420	10164406	AIHA	LA
100232 - Lead in Wipes	EPA 7420	10164406	AIHA	LA
100230 - Lead in Airborne Dust	NIOSH 7082, Rev 3	90012230	AIHA	LA
1000 - Aluminum	NIOSH 7300	90012401	AIHA	LA
1005 - Antimony	NIOSH 7300	90012401	AIHA	LA
1010 - Arsenic	NIOSH 7300	90012401	AIHA	LA
1015 - Barium	NIOSH 7300	90012401	AIHA	LA
1020 - Beryllium	NIOSH 7300	90012401	AIHA	LA
1023 - Bismuth	NIOSH 7300	90012401	AIHA	LA
1025 - Boron	NIOSH 7300	90012401	AIHA	LA
1030 - Cadmium	NIOSH 7300	90012401	AIHA	LA
1035 - Calcium	NIOSH 7300	90012401	AIHA	LA
1040 - Chromium	NIOSH 7300	90012401	AIHA	LA
1050 - Cobalt	NIOSH 7300	90012401	AIHA	LA
1055 - Copper	NIOSH 7300	90012401	AIHA	LA
1057 - Gallium	NIOSH 7300	90012401	AIHA	LA
1060 - Gold	NIOSH 7300	90012401	AIHA	LA
1070 - Iron	NIOSH 7300	90012401	AIHA	LA
1075 - Lead	NIOSH 7300	90012401	AIHA	LA
1080 - Lithium	NIOSH 7300	90012401	AIHA	LA
1085 - Magnesium	NIOSH 7300	90012401	AIHA	LA
1090 - Manganese	NIOSH 7300	90012401	AIHA	LA
1100 - Molybdenum	NIOSH 7300	90012401	AIHA	LA
1105 - Nickel	NIOSH 7300	90012401	AIHA	LA
1115 - Palladium	NIOSH 7300	90012401	AIHA	LA
1909 - Phosphorus	NIOSH 7300	90012401	AIHA	LA
1120 - Platinum	NIOSH 7300	90012401	AIHA	LA
1125 - Potassium	NIOSH 7300	90012401	AIHA	LA
1140 - Selenium	NIOSH 7300	90012401	AIHA	LA
1150 - Silver	NIOSH 7300	90012401	AIHA	LA
1162 - Tellurium	NIOSH 7300	90012401	AIHA	LA
1165 - Thallium	NIOSH 7300	90012401	AIHA	LA
1175 - Tin	NIOSH 7300	90012401	AIHA	LA
1180 - Titanium	NIOSH 7300	90012401	AIHA	LA
1183 - Tungsten	NIOSH 7300	90012401	AIHA	LA
1185 - Vanadium	NIOSH 7300	90012401	AIHA	LA
1190 - Zinc	NIOSH 7300	90012401	AIHA	LA
1192 - Zirconium	NIOSH 7300	90012401	AIHA	LA
100131 - Airborne Asbestos	NIOSH 7402, Rev 2	90018023	NELAP	NJ

Non Potable Water

1000 - Aluminum	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1005 - Antimony	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1010 - Arsenic	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1015 - Barium	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1020 - Beryllium	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1025 - Boron	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1030 - Cadmium	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1035 - Calcium	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1040 - Chromium	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1050 - Cobalt	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1055 - Copper	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1070 - Iron	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1075 - Lead	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1085 - Magnesium	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1090 - Manganese	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1100 - Molybdenum	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1105 - Nickel	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1125 - Potassium	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1140 - Selenium	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1150 - Silver	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1155 - Sodium	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1165 - Thallium	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1175 - Tin	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1180 - Titanium	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1185 - Vanadium	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1190 - Zinc	EPA 200.7, Rev.4.4	10013806	NELAP	NJ
1000 - Aluminum	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1005 - Antimony	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1010 - Arsenic	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1015 - Barium	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1020 - Beryllium	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1030 - Cadmium	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1035 - Calcium	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1040 - Chromium	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1050 - Cobalt	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1055 - Copper	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1070 - Iron	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1075 - Lead	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1085 - Magnesium	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1090 - Manganese	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1100 - Molybdenum	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1105 - Nickel	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1125 - Potassium	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1140 - Selenium	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1150 - Silver	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1155 - Sodium	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1165 - Thallium	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1175 - Tin	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1180 - Titanium	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1185 - Vanadium	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1190 - Zinc	EPA 200.8, Rev.5.4	10014605	NELAP	NJ
1075 - Lead	EPA 200.9, Rev.2.2	10015404	NELAP	NJ
1095 - Mercury	EPA 245.1	10036609	NELAP	NJ
1045 - Chromium VI	SM 3500-Cr D, 18th ED	20009001	NELAP	NJ

BMSL Analytical Inc

Effective Date: July 1, 2019

Certificate Number: 04327

Alt Number: 131900
Activity No.: ACC20190002
Expiration Date: June 30, 2020

Clients and Customers are urged to verify the laboratory's current certification status with the Louisiana Environmental Laboratory Accreditation Program.

Solid Chemical Materials

100095 - Asbestos in Bulk Insulation	EPA 800/M4-82-020 (PLM)	1488	NELAP	NJ
100030 - Asbestos in Friable Material	EPA 800/M4-82-020 (PLM)	1488	NELAP	NJ
100171 - Asbestos by Transmission Electron Microscopy	NYS DOH ELAP 198.4	2015	State	NY
100172 - Asbestos by Polarized Light Microscopy	NYS DOH ELAP 198.6	2223	State	NY
100681 - Fungal - Direct Examination (Bulk)	EMSL SOP M041	2886	AIIIA	LA
100682 - Fungal - Direct Examination (Surface)	EMSL SOP M041	2886	AIIIA	LA
100674 - Fungal Growth in Culturable Bulk Samples	EMSL SOP M005	2887	AIIIA	LA
100676 - Fungal Growth in Culturable Surface Bulk Samples	EMSL SOP M005	2887	AIIIA	LA
1466 - Toxicity Characteristic Leaching Procedure (TCLP)	EPA 1311	10118806	NELAP	NJ
1400 - Acid Digestion of Sediments, Sludges, and soils	EPA 3050B	10135601	NELAP	NJ
1000 - Aluminum	EPA 6010D	10155916	NELAP	NJ
1005 - Antimony	EPA 6010D	10155916	NELAP	NJ
1010 - Arsenic	EPA 6010D	10155916	NELAP	NJ
1015 - Barium	EPA 6010D	10155916	NELAP	NJ
1020 - Beryllium	EPA 6010D	10155916	NELAP	NJ
1025 - Boron	EPA 6010D	10155916	NELAP	NJ
1030 - Cadmium	EPA 6010D	10155916	NELAP	NJ
1035 - Calcium	EPA 6010D	10155916	NELAP	NJ
1040 - Chromium	EPA 6010D	10155916	NELAP	NJ
1050 - Cobalt	EPA 6010D	10155916	NELAP	NJ
1055 - Copper	EPA 6010D	10155916	NELAP	NJ
1070 - Iron	EPA 6010D	10155916	NELAP	NJ
1075 - Lead	EPA 6010D	10155916	NELAP	NJ
1080 - Lithium	EPA 6010D	10155916	NELAP	NJ
1085 - Magnesium	EPA 6010D	10155916	NELAP	NJ
1090 - Manganese	EPA 6010D	10155916	NELAP	NJ
1100 - Molybdenum	EPA 6010D	10155916	NELAP	NJ
1105 - Nickel	EPA 6010D	10155916	NELAP	NJ
1125 - Potassium	EPA 6010D	10155916	NELAP	NJ
1140 - Selenium	EPA 6010D	10155916	NELAP	NJ
1150 - Silver	EPA 6010D	10155916	NELAP	NJ
1155 - Sodium	EPA 6010D	10155916	NELAP	NJ
1160 - Strontium	EPA 6010D	10155916	NELAP	NJ
1165 - Thallium	EPA 6010D	10155916	NELAP	NJ
1175 - Tin	EPA 6010D	10155916	NELAP	NJ
1180 - Titanium	EPA 6010D	10155916	NELAP	NJ
1185 - Vanadium	EPA 6010D	10155916	NELAP	NJ
1190 - Zinc	EPA 6010D	10155916	NELAP	NJ
1000 - Aluminum	EPA 6020B	10156420	NELAP	NJ
1005 - Antimony	EPA 6020B	10156420	NELAP	NJ
1010 - Arsenic	EPA 6020B	10156420	NELAP	NJ
1015 - Barium	EPA 6020B	10156420	NELAP	NJ
1020 - Beryllium	EPA 6020B	10156420	NELAP	NJ
1025 - Boron	EPA 6020B	10156420	NELAP	NJ
1030 - Cadmium	EPA 6020B	10156420	NELAP	NJ
1035 - Calcium	EPA 6020B	10156420	NELAP	NJ

EMSL Analytical Inc.

Effective Date: July 1, 2019

Certificate Number: 04127

AI Number: 131900
Activity No.: ACC20190002
Expiration Date: June 30, 2020

Clients and Customers are urged to verify the laboratory's current certification status with the Louisiana Environmental Laboratory Accreditation Program.

Solid Chemical Materials

1040 - Chromium	EPA 6020B	10156420	NELAP	NJ
1050 - Cobalt	EPA 6020B	10156420	NELAP	NJ
1055 - Copper	EPA 6020B	10156420	NELAP	NJ
1070 - Iron	EPA 6020B	10156420	NELAP	NJ
1075 - Lead	EPA 6020B	10156420	NELAP	NJ
1085 - Magnesium	EPA 6020B	10156420	NELAP	NJ
1090 - Manganese	EPA 6020B	10156420	NELAP	NJ
1100 - Molybdenum	EPA 6020B	10156420	NELAP	NJ
1105 - Nickel	EPA 6020B	10156420	NELAP	NJ
1125 - Potassium	EPA 6020B	10156420	NELAP	NJ
1140 - Selenium	EPA 6020B	10156420	NELAP	NJ
1150 - Silver	EPA 6020B	10156420	NELAP	NJ
1155 - Sodium	EPA 6020B	10156420	NELAP	NJ
1160 - Strontium	EPA 6020B	10156420	NELAP	NJ
1165 - Thallium	EPA 6020B	10156420	NELAP	NJ
1175 - Tin	EPA 6020B	10156420	NELAP	NJ
1180 - Titanium	EPA 6020B	10156420	NELAP	NJ
1185 - Vanadium	EPA 6020B	10156420	NELAP	NJ
1190 - Zinc	EPA 6020B	10156420	NELAP	NJ
1075 - Lead	EPA 7000B	10157707	NELAP	NJ
1045 - Chromium VI	EPA 7196A	10162400	NELAP	NJ
1075 - Lead	EPA 7420	10164406	NELAP	NJ
1075 - Lead	EPA 7421	10164600	NELAP	NJ
1095 - Mercury	EPA 7471B	10166402	NELAP	NJ
100172 - Asbestos by Polarized Light Microscopy	EPA 600/R-93/116	10294583	NELAP	NJ

Biological Tissue

NONE NONE NONE NONE NONE

EMSL Analytical Inc.

Effective Date: July 1, 2019

Certificate Number: 04127

AJ Number: 131900
Activity No.: ACC20190002
Expiration Date: June 30, 2020

Clients and Customers are urged to verify the laboratory's current certification status with the Louisiana Environmental Laboratory Accreditation Program.

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 101048-0

EMSL Analytical, Inc.
Cinnaminson, NJ

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

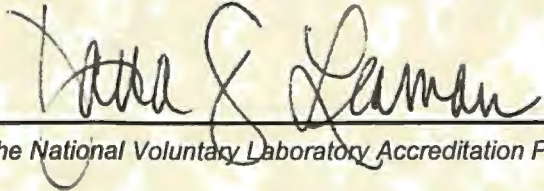
Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2019-07-01 through 2020-06-30

Effective Dates




For the National Voluntary Laboratory Accreditation Program



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077
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<http://www.emsl.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 101048-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

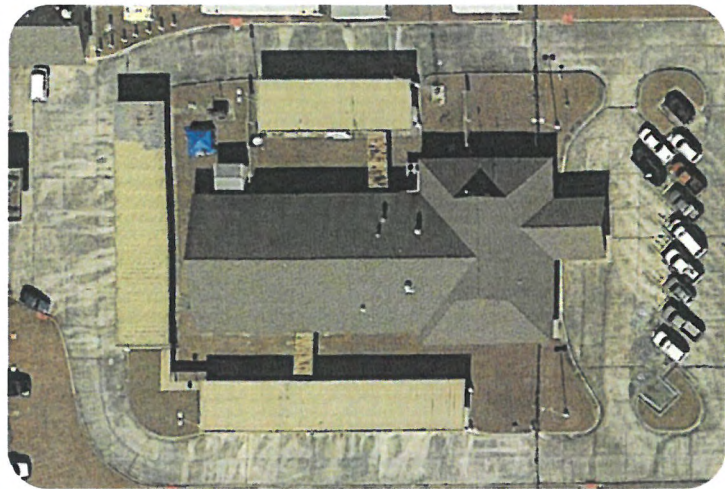
<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

For the National Voluntary Laboratory Accreditation Program

Asbestos Abatement Project Design

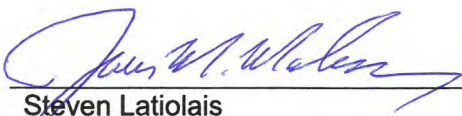
Louisiana State Police Troop L Headquarters
2600 North Causeway Boulevard
Mandeville, Louisiana

March 19, 2020
Terracon Project No. ET197285



Prepared for:
Dammon Engineering, Inc.
Slidell, Louisiana

Prepared by:
Terracon Consultants, Inc.
New Orleans, Louisiana

for 
Steven Latiolais
Staff Industrial Hygienist (200658)


Zack L. Dial, P.E.
LDEQ Accredited Project Designer (136444)

Asbestos Abatement Project Design

Louisiana State Police Troop L Headquarters
2600 North Causeway Boulevard
Mandeville, Louisiana
Terracon Project No. ET197285
March 19, 2020

1.0 Introduction

The purpose of this scope of work is to provide recommended general practices and procedures for the proposed removal of asbestos containing material (ACM) found in connection with the Louisiana State Police Troop L Headquarters located at 2600 North Causeway Boulevard in Mandeville, Louisiana. Services outlined within this project design will be completed by a contractor licensed to perform asbestos abatement activities in the State of Louisiana.

The abatement work will be limited to the removal of approximately 24 square feet (SF) of black, tar-like pipe insulation covering within the mechanical room of the structure. These materials are planned for removal prior to planned renovations within the structure. The information used in classifying this work was derived from Terracon's *Limited Asbestos Bulk Sampling Services* letter dated December 23, 2020.

Based the quantity of ACBM to be removed, air clearance requirements outlined within LAC 33:III.2717.J.5 apply.

Terracon will not be responsible for the Abatement Contractor's (AC) means or methods used during the proposed abatement. A third-party firm will have an air monitoring technician onsite during proposed abatement activities to monitor abatement activities using visual observations, ambient air sample collection, and final air clearance sampling.

1.1 Scope of Work

Asbestos Containing Materials

The Abatement Contractor shall furnish all tools, equipment, labor and materials for the proper removal, hauling, and disposal of asbestos contaminated materials in accordance with all applicable asbestos regulations including but not limited to the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M, Louisiana Environmental Regulatory Code (ERC) Title 33, Part III, Chapter 27, Louisiana Environmental Regulatory Code (ERC) Title 33, Part III, Chapter 51, and any and all other asbestos regulations, statutes, rules, etc. by any governing authority.

The scope of work shall include all labor, materials, and equipment necessary for the complete removal of the identified ACM by competent persons who are trained, knowledgeable, qualified and licensed in the techniques of abatement, handling and disposal of asbestos-containing and asbestos-contaminated materials, and the subsequent cleaning of contaminated areas.

The AC shall be responsible for site security throughout the abatement process. The AC will furnish all labor, supervision, materials, services, insurance, equipment, lighting, and emergency lighting necessary for the total removal of the areas of ACM listed below:

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- 24 SF of the black, tar-like pipe insulation covering within the mechanical room of the structure

The AC shall submit an AAC-2(a) form upon receipt of a Notice-to-Proceed from the Owner. The AAC-2(a) form must be either postmarked or hand delivered to the Louisiana Department of Environmental Quality (LDEQ) at least 10 working days prior to the scheduled dates of asbestos removal. The AAC-2(a) form must have this document attached. After proper notification is received, the LDEQ will issue the requested number of Asbestos Disposal Verification Forms (ADVF) to provide approval to begin abatement and to ensure that the ACM removed is disposed of properly at an approved landfill. The ADVF must be onsite during all abatement activities and be signed by the accepting landfill for provision to the third-party air monitoring firm.

The AC is responsible for demarcating the asbestos abatement areas and limiting access to authorized individuals only.

1.2 General Work Sequence

AC is responsible for their own work practices utilized for this work. A general work sequence to accomplish the proposed abatement activities described in this project design document is as follows:

- AC shall perform abatement using worker protection and work practices generally used in the industry and as required by applicable regulations.
- A third-party firm will collect Phase Contrast Microscopy (PCM) ambient air samples outside of the work area during abatement activities. PCM ambient air samples will be analyzed using National Institute for Occupational Safety and Health (NIOSH) Method 7400 and provide PCM results following the completion of the work.
- After abatement is complete, AC shall conduct a visual inspection to ensure the work area is clean of all ACM debris. If AC deems the area clean, the third-party firm shall perform a final visual inspection to confirm that abatement has been completed and all surfaces are free of visible residue, dust, debris and asbestos contaminated equipment and wastes.
- A third-party firm will collect PCM clearance air samples inside each work area, as applicable, at the end of abatement activities and final visual inspections.
- All PCM clearance air samples will be analyzed by a Louisiana Environmental Laboratory Accreditation Program (LELAP) accredited laboratory at the conclusion of clearance air sampling.
- The final clearance release criteria for PCM analysis shall be less than or equal to 0.01 fibers per cubic centimeter of air (f/cc).

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- Should the clearance samples fail clearance criteria, the AC will re-clean the work area, followed by additional PCM clearance air sampling performed by a third-party firm.
- Within 24 hours after passing the final air clearance testing, the AC shall notify the LDEQ regional office of the completion of the abatement activity.
- The AC will then remove all work barriers and equipment and perform a final cleaning as necessary.

2.0 Asbestos Abatement Work Procedures

2.1 Respiratory Protection

AC shall provide workers with personally issued and marked respiratory protection equipment approved by NIOSH. As a minimum, respiratory protection within abatement work areas shall consist of half-mask negative pressure air-purifying respirators (APR) equipped with HEPA cartridges. Disposable respirators are not allowed.

All respiratory protection shall be provided in accordance with AC's written respiratory protection program, which includes all applicable elements of the OSHA Respiratory Protection Standard.

2.2 Worker Certification

AC must possess the following documents for all workers, including supervisory personnel, prior to the start of project:

1. Current (within 1 year) physician's approval to wear a respirator.
2. Respirator fit test certification (within 1 year).
3. Asbestos worker training certificates.
4. Copies of the documents must be submitted with project close-out documents.

2.3 Protective Clothing

AC shall provide workers with sufficient sets of protective disposable clothing, consisting of full-body coveralls, integral head/foot covers, and gloves in sizes to properly fit individual workers. All persons performing abatement work shall don two layers of disposable clothing over street clothes or undergarments before entering the work area. Protective clothing shall be secured (for example, taped) to ensure that skin or street clothing is not exposed.

AC shall provide eye protection and hard hats, as required by job conditions or by applicable safety regulations.

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AC shall not, under any circumstances, permit any person to enter abatement work areas without the appropriate protective clothing and equipment during removal and cleaning of designated areas.

2.5 Work Area Preparation and Equipment

The AC shall completely isolate the work area for the duration of the work by using critical barriers (6 mil poly) and sealing off all openings and fixtures in the work area including, but not limited to, heating and ventilation supply air ducts and diffusers and return air ducts and grilles (any existing HVAC system should be totally de-energized – no HVAC system airflow into or out of work area), common return air plenums, doorways, corridors, windows, skylights, and lighting with polyethylene sheeting held securely in place. AC will be required to keep the ACM sufficiently wet with amended water during the removal process. The AC shall establish a negative air pressure differential inside the enclosed areas relative to interior areas outside the containment before abatement activities begin. No air must flow from inside the enclosed work area to the area outside the work area within the building. The AC shall ensure that negative air pressure differential is maintained until the Environmental Consultant has determined that abatement activities are complete.

All workers and authorized personnel shall enter the work area through the decontamination system. The decontamination system shall consist of three rooms as follows: 1) clean room at entrance, 2) shower room at center with functioning water, 3) and equipment/decontamination room leading into the work area. Each room should be separated by constructing an air lock from polyethylene sheeting.

The air filtration devices used shall contain high efficiency particulate air (HEPA) and optional pre-filters, as part of the exhaust ventilation system to develop and maintain the specified desired air pressure differential inside the enclosed work areas relative to the outside areas. Used filters shall be bagged and disposed as contaminated waste once abatement is complete.

The exhaust ventilation system within the containment area shall be capable of maintaining a minimum differential pressure of 0.02 inches of water gauge and a minimum of four air exchanges per hour. The air pressure differential should be maintained throughout the work area for the duration of the project. The AC shall submit the air exchange calculations stating the number of air filtration devices to be used to maintain the minimum of four air exchanges per hour within the containment to the Environmental Consultant for review.

All exhausted air from any air filtration device unit located within the work area containment shall be discharged to the outside environment. Any windows or doors that are used for discharge openings will need to maintain the airtight containment seal.

2.6 Work Procedures Prior to Clearance Sampling

The following procedures should be followed prior to clearance sampling.

- Once removed, the wetted ACM will be placed in a double walled, transparent, labeled container before being removed from the work area containment. Sufficient container will be a 6-mil poly bag within a 6-mil poly bag, such as the outer bag is labeled as contents contain asbestos with evidence of sufficient moisture inside of the bag
 - Remove pipe covering and associated fiberglass insulation using appropriate tools to aid in the complete removal from pipes and components. Use amended water and approved mastic remover where necessary.
- Application of “lock down” agent within the containment work area. This lock down agent is aerosolized, applied throughout the work area, and functions by encapsulating any asbestos fibers that are airborne or on remaining surfaces. The encapsulated fibers are locked within the agent and because of the added weight from the agent they fall to the ground or are sealed to a surface.
- Maintain negative air pressure within the containment work area after abatement activities have been completed and lock down agent applied. AC will assist with mopping floor surfaces inside the containment area with amended water or diluted removal encapsulant prior to clearance sampling.
- After clearance sampling is completed and results are acceptable, the containment area critical barriers may be removed and disposed with other potentially contaminated materials.

AC shall follow the requirements of 29 CFR 1910.120 (OSHA).

3.0 Asbestos Abatement Air Monitoring

Air monitoring will be performed before, during, and after abatement activities to monitor the quantity of fibers present in the ambient air. A third-party firm shall provide air monitoring services. However, it is the responsibility of the AC performing abatement to ensure that outlined concentration levels are not exceeded. It is the responsibility of the AC to perform OSHA personal monitoring of its employees.

3.1 Work Area Air Sampling

While abatement activities are being performed within the established containment area, air samples are to be collected to monitor the concentration of airborne fibers in air outside of the containment area. Air samples shall be collected continuously while abatement work is being performed. One pump shall be placed to collect samples from outside the containment area at the worker entrance into the containment. A second pump shall be placed outside the containment to collect air from the exhaust being filtered by the air filtration devices and

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discharged out to the environment. The remaining pumps shall be placed to sample air from around the exterior of the containment to monitor ambient air. The fiber concentration outside the containment at the entrance and in the exhaust stream of air filtration devices shall not exceed 0.01 fibers/cc. If fiber concentrations exceed 0.01 fibers/cc the AC shall take appropriate action (including but not limited to stopping work) to reduce levels to below 0.01 fibers/cc. Samples shall be analyzed by a third-party, on-site air monitor or submitted under proper chain of custody to a LELAP accredited laboratory for PCM analysis.

3.2 Clearance Air Sampling

After abatement activities have been completed including the application of the lock down agent, the air filtration devices will continue to operate prior to performing clearance sampling. Final air clearance sampling shall include a minimum of five PCM area samples from inside the work area(s). The sampling volume shall be 1,200 - 1,800 liters with a flow rate of 1 to 12 liters per minute. All final air samples shall be analyzed by a LELAP accredited laboratory using the NIOSH 7400 method. Passing criteria will be defined as less than or equal to 0.01 fibers/cc.

Abatement work in an area is complete when the work area has passed the final visual observations and airborne fiber levels of final clearance air samples do not exceed 0.01 fibers/cc.

If clearance results are in excess of this limit, the work area will be thoroughly cleaned and resampled at the expense of the AC. Following the successful completion of final visual observations and PCM clearance sampling, the air monitor will document all findings.

4.0 Storage, Hauling, & Disposal

The AC shall properly dispose of all asbestos waste within 2 days of completion of asbestos abatement activities. The AC shall comply with federal, state, and local regulations regarding the storage, transportation, and disposal of asbestos waste materials. All asbestos waste shall be double –bagged using the “goose-neck” technique and placed in a double lined waste storage unit. Waste storage units shall be secured and checked daily. All asbestos waste storage units shall comply with all federal, state, and local regulations and be identified with signs and barriers.

5.0 Closeout Submittals

The Abatement Contractor will provide Owner with copies of the following:

- Copy of LDEQ AAC-2 Notification Certificate;
- Waste transporter’s and landfill’s licenses and permits;
- State of Louisiana Asbestos Abatement Contractor’s Licenses;
- Signed waste shipment manifests, trip tickets and disposal receipts;
- Material safety data sheets (MSDS) for solvents; and
- Sign-in sheets of personnel.

APPENDIX A

Definitions

ACE: Asbestos Contaminated Element

ACM: Asbestos Containing Material

ACS: Asbestos Contaminated Soil

ACWM: Asbestos Contaminated Waste Material

AWDF: Asbestos Waste Decontamination Facility

Aerosol: A system consisting of particles, solid or liquid, suspended in air.

Aggressive Sampling: EPA defined clearance sampling method using air moving equipment such as fans and leaf blowers to stir the air.

Aggressive Method: Means removal or disturbance of a building material by sanding, abrading, grinding, or other method that breaks, crumbles, or disintegrates intact ACM and/or PACM.

Air Cell: This is a pre-formed, factory-made insulation normally used on pipes and duct-work. This corrugated cardboard almost always contains asbestos fibers combined with cellulose or refractory binder.

Air Sample Collection Filter: A membrane filter used to collect fibers/particulates which when processed is analyzed to determine fiber counts. The membrane is usually made of mixed cellulose material for Phase Contrast Microscopy (PCM), and polycarbonate or mixed cellulose for Transmission Electron Microscopy (TEM.)

Air Test: The collection and analysis of air samples for the presence of asbestos using either phase contrast microscopy or transmission electron microscopy for analysis.

Air Monitoring: The process of measuring the fiber content of a specific volume of air.

Amended Water: Water to which a surfactant has been added.

Asbestos: Asbestos is any one of a group of six similar minerals including chrysotile, crocidolite, amosite, actinolite, anthophyllite and tremolite.

Asbestos Contaminated Element (ACE): Building elements such as ceilings, walls, lights and duct-work that are contaminated with asbestos.

Asbestos Containing Material (ACM): Any material containing one percent (1%) or more by volume of asbestos of any type or mixture of types. This is a Federal standard. Stricter State standards may apply.

Asbestos Containing Waste Material (ACWM): Any material which is known to be, suspected of, or contaminated with asbestos which is to be removed from a work area for disposal.

Asbestos Waste Decontamination Facility (AWDF): Airlock system consisting of drum/bag washing facility and temporary storage area for cleaned containers. Used as exit for waste and equipment leaving the abatement area. May be used in an

emergency to evacuate personnel.

Authorized Person: Means any person authorized by the employer and required by work duties to be present in a regulated area.

Authorized Visitor: The owner or a representative of any federal, state and local regulatory or other agency having authority over the project.

Barrier: Any material that seals off the work area to inhibit the movement of fibers.

Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.

Bridging Encapsulant: An encapsulant that forms a discrete layer on the surface of an in-place asbestos matrix.

Bulk Test: The collection and analysis of samples of suspected asbestos materials. A small amount, or bulk, of the material is physically removed from the structure and placed in a rigid airtight container for transportation to an accredited laboratory for analysis.

Category I Non-friable: (NESHAP definition) Category I non-friable ACM includes asbestos-containing gaskets, packings, resilient floor coverings, resilient floor covering mastic, and asphalt roofing products. Asbestos roofing products include built-up roofing, asphalt-containing single ply membrane systems, asphalt shingles, asphalt-containing underlayment felts, asphalt-containing roof coatings and mastics, and asphalt-containing base flashing. ACM roofing products that use other bituminous or resinous binders (such as tars or pitches) are also considered to be Category I ACM.

Category II Non-friable: (NESHAP definition) Category II are all other non-friable ACM, excluding Category I non-friable ACM.

Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.

Certified Industrial Hygienist (CIH): An industrial hygienist certified in comprehensive practice by the American Board of Industrial Hygiene.

Changing Area: Normally the first chamber of the Personnel Decontamination Facility, i.e., "clean room."

Class I Asbestos Work (OSHA): This means activities involving the removal of TSI and surfacing ACM and PACM.

Class II Asbestos Work (OSHA): This means activities involving the removal of ACM and/or PACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile, floor tile mastic, and asbestos cement product.

Class III Asbestos Work (OSHA): This means repair and maintenance operations, where ACM and/or PACM, including thermal system insulation and surfacing

material, are likely to be disturbed.

Class IV Asbestos Work (OSHA): This means maintenance and custodial activities during which employees contact ACM and/or PACM and activities to clean up waste and debris containing ACM and/or PACM.

Clean Room: This means an uncontaminated room having facilities for the storage of employees' street clothing and uncontaminated materials and equipment.

Closely Resemble: This means that workplace conditions which have contributed to the levels of historic asbestos exposure and are no more protective than conditions of the current workplace.

Competent Person: This means a person properly trained and who is capable of identifying existing asbestos hazards in the workplace and selecting an appropriate control strategy for asbestos exposure and has the authority to take corrective measures to eliminate them, under requirements of 29 CFR 1926.1101

Count: Refers to "fiber count," or the average number of fibers greater than five micrometers in length per cubic centimeter of air.

Critical Barrier: This means one or more layers of plastic sealed over all openings into a work area or any other similarly placed physical barrier sufficient to prevent airborne asbestos in a work area from migrating to an adjacent area.

CPIH: Asbestos abatement contractor's professional industrial hygienist. Also known as the "Competent Person."

Decontamination Area: This means an enclosed area adjacent and connected to the regulated area consisting of an equipment room, shower area, and clean room, which is used for the decontamination of workers, waste materials, and equipment that are contaminated with asbestos.

Demolition: The wrecking or taking out of any load-supporting building structural component and any related razing, removing, or stripping of asbestos products.

Disposal Bag: Six (6) mil thick leak-tight plastic bag used for transporting asbestos-containing waste material from work and to disposal site. Each is labeled as follows:

Disturbance: This means any contact which releases fibers from ACM and/or PACM, or debris containing ACM and/or PACM.

Drum: A rigid, impermeable container made of cardboard, metal or plastic which can be sealed in an air and liquid tight manner.

EDF: Equipment Decontamination Facilities

Employee Exposure: This means that exposure to airborne asbestos that would occur if the employee were not using respiratory protection.

Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.

Encapsulation: Treatment of asbestos-containing materials with encapsulant.

Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos-containing materials to control the release of asbestos fibers into the air.

Entrance Port: A name sometimes used for the main entrance airlock in an OSHA defined negative air containment area.

Equipment Room: This means a contaminated room located within the decontamination area that is supplied with impermeable bags or containers for the disposal of contaminated protective clothing and equipment.

f/cc: Abbreviation for fibers per cubic centimeter of air, a standard measurement unit used to measure the level of fiber concentration in the air.

Filter: A media component used in respirators to remove solid or liquid particles from the air breathed.

Friable Asbestos Containing Material: Material that contains more than one percent (1%) asbestos by weight that can be crumbled, pulverized, or reduced to powder by hand pressure.

Glovebag: This means an impervious plastic bag-like enclosure with glove-like appendages through which material and tools may be handled.

HEPA Filter: A high efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.

HEPA Filter Vacuum Collection Equipment: HEPA filtered vacuum collection equipment with a filter system capable of collecting and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.

High-Efficiency Filter: A filter which removes from air 99.97% or more of monodisperse dioctyl phthalate (DOP) particles having a mean particle diameter of 0.3 micrometers.

Industrial Hygienist (I.H.): A person who is professionally qualified by education, training, and experience to anticipate, recognize, evaluate and develop controls for occupational health hazards.

I.H. Technician: A person working under the supervisions of the I.H. with special training, experience, certifications and licenses required for the industrial hygiene work assigned to be performed.

Intact: This means that ACM and/or PACM has not crumbled, been pulverized, or otherwise deteriorated so that it is likely to remain bound with its matrix.

Lock-Back: Encapsulation of all surfaces in the regulated work area at the conclusion of ACM and/or PACM removal and before removal of primary barriers.

MCEF: Membrane Cellulose Ester Filter

Negative Exposure Assessment: This means a demonstration by the employer that

employee exposure to airborne asbestos during an operation is expected to be consistently below the PELs.

Negative Pressure: Air pressure lower than surrounding areas, created by exhausting air from a sealed space such as a contained work area.

Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory inlet covering is positive during exhalation in relation to the pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.

Negative Pressure Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a negative pressure inside the work area and a constant air flow from adjacent areas into the work area and that exhausts that air through HEPA filters to air outside the work area.

NESHAP: National Emission Standards for Hazardous Air Pollutants

Non-friable Asbestos-Containing Material (NF-ACM): Material that contains more than one percent (1%) asbestos by weight but cannot be crumbled, pulverized, or reduced to powder by hand pressure when dry.

OSHA: Occupation Safety and Health Administration

Owner: The governmental or public body or authority, corporation, association, firm, or person with whom the contractor has entered into the agreement and for whom the work is to be provided and who is the authorized representative of the owner of the facility where the work is to be performed.

OV: Organic Vapor

PACM: OSHA acronym for "Presumed Asbestos Containing Material"

PAPR: Powered Air-Purifying Respirator

PCM: Abbreviation for Phase Contrast Microscopy. Phase contrast microscopy uses a light microscope for the purpose of counting fibers.

PDF: Personnel Decontamination Facilities

Penetrating Encapsulant: An encapsulant that is absorbed by the asbestos matrix without leaving a discrete surface layer.

Personal Air Sampling: Air sample collected with a special battery-powered, portable, low-volume pump unit which is fitted on the body of the monitored person. The collection device (filter cassette) is located within the individual's breathing zone.

Personal Monitoring: Sampling of the fiber concentrations within the breathing zone of an employee.

P.I.H.: Professional (qualified) I.H. who meets all the definition requirements of AIHA and OSHA of a "Competent Person" under 29 CFR 1926.1101, has completed

at least three specialized courses on asbestos abatement, supervision, and management in EPA endorsed training programs, formal training in respiratory protection and waste disposal, and has a minimum experience of five (5) projects of similar complexity with this project of which at least three (3) projects, served as the supervisor, licensed when required by state or local regulations.

Plastic Sheeting: Barrier material not as strong as polyethylene.

PLM: Abbreviation for Polarized Light Microscopy with dispersion staining using light microscopy and refractive indices to identify type of asbestos present.

Polyethylene Sheeting: Strong, usually transparent plastic barrier material.

Positive/Negative Pressure Fit Check: A negative-pressure respirator fit check, performed by placing the palm of one hand over the exhalation valve and exhaling (positive pressure) and feeling for face piece-to-face fit leakage and covering the filters cartridges with the palms of the hand and inhaling (negative pressure) while feeling for face piece-to-face fit leakage.

Pressure Differential System: A system which restricts airflow from adjacent areas into work area and continuously re-filters air from the HEPA filtration machine. Minimal exhaust ventilation is utilized by maintaining a pressure differential of two hundredths of an inch (0.02") of water (H₂O.) using a manometer.

Project Designer: This means a person who has successfully completed training requirements for an asbestos abatement project designer established by 40 CFR 763.

Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

QNFT: Quantitative Fit Test

RACM: EPA-NESHAP acronym for "Regulated Asbestos Containing Material

Regulated Area: An area established by the employer to demarcate areas where Class I, II, and III asbestos work is conducted, and any other adjoining area where debris and waste from such asbestos work accumulate; and a work area within which airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed, the permissible exposure limits (PEL.)

Removal: Means all operations (including demolition) where ACM and/or PACM is taken out or stripped from structures or substrates.

Removal Encapsulant: A penetrating encapsulant specifically designed for removal of ACM rather than encapsulation.

Renovation: The modifying of any existing structure, or portion thereof.

Repair: Overhauling, rebuilding, reconstructing, or reconditioning of, mechanical

equipment, structures, or substrates, including encapsulation or other repair of ACM and/or PACM attached to mechanical equipment, structures, or substrates.

Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.

RPP: Respiratory Protection Program

RPPC: Respiratory Protection Program Coordinator

SAR: Supplied Air Respirator

SCBA: Self Contained Breathing Apparatus

Sealant: Another name for encapsulating material. This term also refers to the paint which is used to cover brown-coat ceilings after asbestos surfaces have been removed.

Sealed Work Area: Refers to the work area after containment barriers and decontamination facilities have been erected and a negative pressure air system installed.

Showers: Shower stalls installed in the PDF and used as part of the decontamination process, required for every person leaving the sealed work area. Also used in the EDF to wash disposal bags.

S.O.P.: Standard Operating Procedures

Station Sample or Area Sample: Refers to air samples collected at a specific spot, or station, with high-volume air pumps.

Surfactant: A chemical wetting agent added to water to improve penetration, thus increasing the effective wetting properties of water when applied to asbestos containing materials.

Surfacing Material: This means material that is sprayed, troweled-on or otherwise applied to surfaces (such as acoustic plaster on ceilings, fireproofing materials on structural members, or other materials on surfaces for acoustic, fireproofing, decorative texturing, and other purposes).

Surfacing ACM: This means surfacing material which contains more than 1% asbestos.

TEM: Abbreviation for Transmission Electron Microscopy. TEM is used for the purpose of fiber counting and has the analytical capacity of specifically identifying asbestos fibers.

Thermal System Insulation (TSI): This means ACM and/or PACM containing greater than 1% asbestos that is applied to pipes, fittings, boilers, breech, tanks, ducts or other mechanical/structural components to prevent heat loss or gain.

Testing: One of two types of testing done in relation to asbestos: bulk and air testing.

Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.

VAT: Vinyl Asbestos Tile

Visible Emissions: Any emission containing particulate that is visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

Wetting Agent: See Surfactant

Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water.

Work Area: The area where asbestos-related work or removal operations are performed which is isolated to prevent the spread of asbestos dust, fibers, debris and entry by unauthorized personnel. Work area is a regulated area as defined by 29 CFR 1926.

APPENDIX B

Project Designer Certification

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

Zack Lem Dial III

**Has complied with all requirements of the Louisiana Department of Environmental Quality
and is authorized to perform the duties of**

Asbestos Project Designer

Accreditation No. FD136444

AI No. 136444

Date of Issuance March 9, 2020

Expiration February 28, 2021

**Failure to comply with all applicable provisions of La. R.S. 2025.E. (1)(a) and La. R.S. 2025.F. (2)(a)
may result in civil and/or criminal enforcement actions by the State.**



**Permit Support Services Division
Office of Environmental Services**

DIVISION 4

MASONRY



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SECTION 042000
UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Concrete masonry units (CMU's).

1.2 ACTION SUBMITTALS

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

1.3 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each type and size of product indicated. For masonry units include material test reports substantiating compliance with requirements.
- B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
 2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

1.4 QUALITY ASSURANCE

- A. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.

1.5 PROJECT CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

PART 2 - PRODUCTS

2.1 MASONRY UNITS, GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.
- B. Fire-Resistance Ratings: Where indicated, provide units that comply with requirements for fire-resistance ratings indicated as determined by testing according to ASTM E 119, by equivalent masonry thickness, or by other means, as acceptable to authorities having jurisdiction.

2.2 CONCRETE MASONRY UNITS

- A. Shapes: Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
- B. CMUs: ASTM C 90.
 - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 1900 psi.
 - 2. Density Classification: Normal weight unless otherwise indicated.

2.3 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.

2.4 REINFORCEMENT

- A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp,

unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

- B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.

3.2 MORTAR BEDDING AND JOINTING

- A. Lay hollow CMUs as follows:

1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
2. With webs fully bedded in mortar in all courses of piers, columns, and pilasters.
3. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
4. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.

- B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

- D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

3.3 REPAIRING, POINTING, AND CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

1. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
2. Protect surfaces from contact with cleaner.
3. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
4. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
5. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
6. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.

END OF SECTION 042000

DIVISION 7

THERMAL AND MOISTURE PROTECTION



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SECTION 07 84 13
PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Penetrations in fire-resistance-rated walls.
 2. Penetrations in horizontal assemblies.
 3. Penetrations in smoke barriers.

1.2 ACTION SUBMITTALS

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

1.3 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Penetration firestopping shall comply with the following requirements:
1. Penetration firestopping tests are performed by UL.
 2. Penetration firestopping is identical to those tested per testing standard referenced in "Penetration Firestopping" Article. Provide rated systems bearing marking of qualified testing and inspection agency.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. A/D Fire Protection Systems Inc.
 2. Grace Construction Products.
 3. Hilti, Inc.
 4. Johns Manville.
 5. Nelson Firestop Products.
 6. NUCO Inc.
 7. Passive Fire Protection Partners.
 8. RectorSeal Corporation.

9. Specified Technologies Inc.
10. 3M Fire Protection Products.
11. Tremco, Inc.; Tremco Fire Protection Systems Group.
12. USG Corporation.

2.2 PENETRATION FIRESTOPPING

- A. Provide penetration firestopping that is produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.
- B. Penetrations in Fire-Resistance-Rated Walls: Ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
 1. F-Rating: Not less than the fire-resistance rating of constructions penetrated.
- C. Penetrations in Horizontal Assemblies: Ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
 1. F-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated.
 2. T-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated except for floor penetrations within the cavity of a wall.
- D. Penetrations in Smoke Barriers: Provide penetration firestopping with ratings determined per UL 1479.
 1. L-Rating: Not exceeding 5.0 cfm/sq. ft. of penetration opening at 0.30-inch wg at both ambient and elevated temperatures.
- E. Exposed Penetration Firestopping: Provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.
- F. VOC Content: Penetration firestopping sealants and sealant primers shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 1. Sealants: 250 g/L.
 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 3. Sealant Primers for Porous Substrates: 775 g/L.
- G. Low-Emitting Materials: Penetration firestopping sealants and sealant primers shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

- H. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping manufacturer and approved by qualified testing and inspecting agency for firestopping indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

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

3.2 IDENTIFICATION

- A. Identify penetration firestopping with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of firestopping edge so labels will be visible to anyone seeking to remove penetrating items or firestopping. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:
 - 1. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
 - 2. Contractor's name, address, and phone number.
 - 3. Designation of applicable testing and inspecting agency.
 - 4. Date of installation.
 - 5. Manufacturer's name.

6. Installer's name.

3.3 FIELD QUALITY CONTROL

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

3.4 PENETRATION FIRESTOPPING SCHEDULE

- A. Where UL-classified systems are indicated, they refer to system numbers in UL's "Fire Resistance Directory" under product Category XHEZ.
- B. Firestopping with No Penetrating Items:
 1. UL-Classified Systems: C-BJ, W-J.
- C. Firestopping for Metallic Pipes, Conduit, or Tubing:
 1. UL-Classified Systems: C-BJ, W-J.
- D. Firestopping for Nonmetallic Pipe, Conduit, or Tubing:
 1. UL-Classified Systems: C-BJ, W-J.
- E. Firestopping for Electrical Cables:
 1. UL-Classified Systems: C-BJ, W-J.
- F. Firestopping for Miscellaneous Electrical Penetrants:
 1. UL-Classified Systems: C-BJ, W-J.
- G. Firestopping for Miscellaneous Mechanical Penetrants:
 1. UL-Classified Systems: C-BJ, W-J.

END OF SECTION 078413

DIVISION 9

FINISHES



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SECTION 09 29 00
GYPSUM BOARD SUSPENDED CEILING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior gypsum board.
2. Suspension systems for interior gypsum ceilings.
3. Texture finishes.
4. Access Hatch

1.2 ACTION SUBMITTALS

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

1.3 STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against damage from weather, condensation, direct sunlight, construction traffic, and other causes. Stack panels flat to prevent sagging.

1.4 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install interior products until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 FRAMING SYSTEMS

- A. Cold-Rolled Channel Bridging: Steel, 0.053-inch minimum base-metal thickness, with minimum 1/2-inch- wide flanges.
 - 1. Depth: 1-1/2 inches.
 - 2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch-thick, galvanized steel.
- B. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
 - 1. Minimum Base-Metal Thickness: 0.033 inch.
 - 2. Depth: 1-1/2 inches.
- C. Resilient Furring Channels: 1/2-inch-deep, steel sheet members designed to reduce sound transmission.
 - 1. Configuration: Asymmetrical or hat shaped.
- D. Cold-Rolled Furring Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch-wide flanges.
 - 1. Depth: 3/4 inch.
 - 2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum uncoated-steel thickness of 0.033 inch.
 - 3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.

2.2 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.
- B. Hanger Attachments to Concrete:
 - 1. Anchors: Capable of sustaining a load equal to 5 times that imposed as determined by ASTM E 488. Type: Post-installed, expansion anchor.
 - 2. Powder-Actuated Fasteners: Capable of sustaining, a load equal to 10 times that imposed as determined by ASTM E 1190.
- C. Furring Channels:
 - 1. Cold-Rolled Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch-wide flanges, 3/4 inch deep.
 - 2. Steel Studs and Runners: ASTM C 645. Use steel stud or runner to match existing system.
- D. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch in diameter.

2.3 GYPSUM PANELS, GENERAL

- A. Size: Provide in maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.4 INTERIOR GYPSUM BOARD

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. American Gypsum.
2. CertainTeed Corp.
3. Georgia-Pacific Gypsum LLC.
4. Lafarge North America Inc.
5. National Gypsum Company.
6. PABCO Gypsum.
7. Temple-Inland.
8. USG Corporation.

- B. Gypsum Wallboard: ASTM C 1396/C 1396M.

1. Thickness: 1/2 inch.
2. Long Edges: Tapered and featured (rounded or beveled) for prefilling.

- C. Gypsum Board, Type X: ASTM C 1396/C 1396M.

1. Thickness: 5/8 inch.
2. Long Edges: Tapered and featured (rounded or beveled) for prefilling.

- D. Gypsum Ceiling Board: ASTM C 1396/C 1396M.

1. Thickness: 1/2 inch.
2. Long Edges: Tapered.

- E. Moisture- and Mold-Resistant Gypsum Board: ASTM C 1396/C 1396M. With moisture- and mold-resistant core and paper surfaces.

1. Core: As indicated.
2. Long Edges: Tapered.
3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.

- B. Joint Tape:

1. Interior Gypsum Board: Paper.

- C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
 - 1. Laminating adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
 - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch

2.7 ACCESS HATCH

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Karp Associates, Inc.
 - 2. Cendrex
 - 3. Acudor Acorn Ltd.
- B. Frame shall be 16-gauge steel and hatch shall be 14-gauge steel.
- C. Flange of frame shall be one-piece construction, minimum 3/4" wide.
- D. Latch shall be cam latch, flush, and screwdriver operated.
- E. Finish shall be prime coat of rust inhibitive electrostatic power, baked grey enamel. Stainless steel shall have No. 4 satin polish finish.

2.8 TEXTURE FINISHES

- A. Primer: As recommended by textured finish manufacturer.
- B. Polystyrene Aggregate Ceiling Finish: Water-based, job-mixed, polystyrene aggregate finish with flame-spread and smoke-developed indexes of not more than 25 when tested according to ASTM E 84.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Georgia-Pacific Gypsum LLC; ToughRock Ceiling Textures/Polystyrene.
 - b. National Gypsum Company; ProForm Perfect Spray.
 - c. USG Corporation; SHEETROCK Ceiling Spray Texture, QT.
2. Texture: To match existing.

PART 3 - EXECUTION

3.1 GYPSUM INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
 1. Gypsum Plaster Assemblies: Also comply with requirements in ASTM C 841 that apply to framing installation.
 2. Portland Cement Plaster Assemblies: Also comply with requirements in ASTM C 1063 that apply to framing installation.
 3. Gypsum Veneer Plaster Assemblies: Also comply with requirements in ASTM C 844 that apply to framing installation.
 4. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.2 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.
 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.

2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
 - a. Install two studs at each jamb unless otherwise indicated.
 - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
 - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
 - a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.
5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
6. Curved Partitions:
 - a. Bend track to uniform curve and locate straight lengths so they are tangent to arcs.
 - b. Begin and end each arc with a stud, and space intermediate studs equally along arcs. On straight lengths of no fewer than two studs at ends of arcs, place studs 6 inches o.c.

E. Direct Furring:

1. Screw to wood framing.
2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.

F. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

3.3 INSTALLING SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.

- a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, counter splaying, or other equally effective means.
 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
 3. Do not attach hangers to steel roof deck.
 4. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
 5. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
 6. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

3.4 PANEL EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames and framing, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.5 APPLYING AND FINISHING PANELS

- A. Comply with ASTM C 840.
- B. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- C. Install trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- D. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- E. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- F. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.

- G. Texture Finish Application: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Mix and apply finish using powered spray equipment, to produce a uniform texture free of starved spots or other evidence of thin application or of application patterns.
- H. Protect adjacent surfaces from drywall compound and texture finishes and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- I. Remove and replace panels that are wet, moisture damaged, and mold damaged.

3.6 INSTALL ACCESS HATCH

- A. Install access hatch using manufactures installation instructions.

END OF SECTION 09 29 00

SECTION 099123
INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and the application of paint systems on interior substrates.

1.2 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples: For each type of paint system and in each color and gloss of topcoat.
- C. Product List: For each product indicated. Include printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

1.4 QUALITY ASSURANCE

- A. MPI Standards:

1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.6 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. Benjamin Moore & Co.
 2. Sherwin Williams
 3. Pittsburg

2.2 PAINT, GENERAL

- A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24)].
1. Flat Paints and Coatings: 50 g/L.
 2. Nonflat Paints and Coatings: 150 g/L.
 3. Dry-Fog Coatings: 400 g/L.
 4. Primers, Sealers, and Undercoaters: 200 g/L.
 5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
 6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
 7. Pretreatment Wash Primers: 420 g/L.
 8. Floor Coatings: 100 g/L.
 9. Shellacs, Clear: 730 g/L.
 10. Shellacs, Pigmented: 550 g/L.
- C. Colors: As selected by Engineer from manufacturer's full range.

2.3 PRIMERS/SEALERS

- A. Primer Sealer, Latex, Interior: MPI #50.
1. VOC Content: E Range of E2.
 2. Environmental Performance Rating: EPR 1.
- B. Interior Latex (Low Sheen): MPI #44 (Gloss Level 2).
1. VOC Content: E Range of E1.
 2. Environmental Performance Rating: EPR 1.
- C. Interior Latex (Eggshell): MPI #52 (Gloss Level 3).
1. VOC Content: E Range of E1.
 2. Environmental Performance Rating: EPR 1.
- D. Interior Latex (Satin): MPI #43 (Gloss Level 4).
1. VOC Content: E Range of E1.
 2. Environmental Performance Rating: EPR 1.5.
- E. Interior Latex (Semigloss): MPI #54 (Gloss Level 5).
1. VOC Content: E Range of E1.

2. Environmental Performance Rating: EPR 2.
- F. Interior Latex (Gloss): MPI #114 (Gloss Level 6, except minimum gloss of 65 units at 60 deg).
1. VOC Content: E Range of E1.
 2. Environmental Performance Rating: EPR 2.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 1. Concrete: 12 percent.
 2. Masonry (Clay and CMU): 12 percent.
 3. Wood: 15 percent.
 4. Gypsum Board: 12 percent.
 5. Plaster: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 1. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 INTERIOR PAINTING SCHEDULE

A. CMU Substrates:

1. Latex System:

- a. Block Filler: Block filler, latex, interior/exterior, MPI #4.
- b. Intermediate Coat: Latex, interior, matching topcoat.
- c. Topcoat: Latex, interior, flat, (Gloss Level 1), MPI #53.
- d. Topcoat: Latex, interior, (Gloss Level 2), MPI #44.
- e. Topcoat: Latex, interior, (Gloss Level 3), MPI #52.
- f. Topcoat: Latex, interior, (Gloss Level 4), MPI #43.
- g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5), MPI #54.
- h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees), MPI #114.

2. Institutional Low-Odor/VOC Latex System:

- a. Block Filler: Block filler, latex, interior/exterior, MPI #4.
- b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
- c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1), MPI #143.
- d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2), MPI #144.
- e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3), MPI #145.
- f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5), MPI #147.

3. Water-Based Light Industrial Coating System:

- a. Block Filler: Block filler, latex, interior/exterior, MPI #4.

- b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
- c. Topcoat: Light industrial coating, interior, water based (Gloss Level 3), MPI #151.
- d. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5), MPI #153.
- e. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6), MPI #154.

B. Gypsum Board Substrates:

1. Latex System:

- a. Prime Coat: Primer sealer, latex, interior, MPI #50.
- b. Prime Coat: Latex, interior, matching topcoat.
- c. Intermediate Coat: Latex, interior, matching topcoat.
- d. Topcoat: Latex, interior, flat, (Gloss Level 1), MPI #53.
- e. Topcoat: Latex, interior, (Gloss Level 2), MPI #44.
- f. Topcoat: Latex, interior, (Gloss Level 3), MPI #52.
- g. Topcoat: Latex, interior, (Gloss Level 4), MPI #43.
- h. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5), MPI #54.
- i. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees), MPI #114.

2. Institutional Low-Odor/VOC Latex System:

- a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.
- b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
- c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1), MPI #143.
- d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2), MPI #144.
- e. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3), MPI #145.
- f. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5), MPI #147.

3. Water-Based Light Industrial Coating System:

- a. Prime Coat: Primer sealer, latex, interior, MPI #50.
- b. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
- c. Topcoat: Light industrial coating, interior, water based (Gloss Level 3), MPI #151.
- d. Topcoat: Light industrial coating, interior, water based, semi-gloss (Gloss Level 5), MPI #153.
- e. Topcoat: Light industrial coating, interior, water based, gloss (Gloss Level 6), MPI #154.

C. Spray-Textured Ceiling Substrates:

1. Latex (Flat) System: Spray applied.

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- a. Prime Coat: Latex, interior, flat, (Gloss Level 1), MPI #53.
 - b. Topcoat: Latex, interior, flat, (Gloss Level 1), MPI #53.
2. Latex System: Spray applied.
- a. Prime Coat: Latex, interior, matching topcoat.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, flat, (Gloss Level 1), MPI #53.
 - d. Topcoat: Latex, interior, (Gloss Level 2), MPI #44.
 - e. Topcoat: Latex, interior, (Gloss Level 3), MPI #52.
 - f. Topcoat: Latex, interior, (Gloss Level 4), MPI #43.
 - g. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5), MPI #54.
 - h. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees), MPI #114.
3. Latex over Alkyd Primer System:
- a. Prime Coat: Primer sealer, alkyd, interior, MPI #45.
 - b. Topcoat: Latex, interior, flat, (Gloss Level 1), MPI #53.
 - c. Topcoat: Latex, interior, (Gloss Level 2), MPI #44.
 - d. Topcoat: Latex, interior, (Gloss Level 3), MPI #52.
 - e. Topcoat: Latex, interior, (Gloss Level 4), MPI #43.
 - f. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5), MPI #54.
 - g. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees), MPI #114.

END OF SECTION 09 91 23

DIVISION **23**

HEATING VENTILATING AND AIR CONDITIONING



DAMMON
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SECTION 230500
BASIC MECHANICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Piping materials and installation instructions common to most piping systems.
 2. Mechanical demolition.
 3. Equipment installation requirements common to equipment sections.
 4. Concrete bases.
 5. Supports and anchorages.

1.2 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.
- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

1.3 SUBMITTALS

- A. Welding certificates.

1.4 QUALITY ASSURANCE

- A. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
 - 1. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.
- B. Electrical Characteristics for Mechanical Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

PART 2 - PRODUCTS

2.1 PIPE, TUBE, AND FITTINGS

- A. Refer to individual sections for pipe, tube, and fitting materials and joining methods.
- B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.2 JOINING MATERIALS

- A. Refer to individual sections for special joining materials not listed below.
- B. Pipe-Flange Gasket Materials: ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness unless thickness or specific material is indicated.
- C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.
- E. Brazing Filler Metals: AWS A5.8, BCuP Series or BAg1, unless otherwise indicated.
- F. Welding Filler Metals: Comply with AWS D10.12.
- G. Solvent Cements for Joining Plastic Piping:
 - 1. ABS Piping: ASTM D 2235.
 - 2. CPVC Piping: ASTM F 493.
 - 3. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
 - 4. PVC to ABS Piping Transition: ASTM D 3138.

2.3 SEALS

- A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.
- B. Sealing Elements: EPDM interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.

2.4 SLEEVES

- A. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.
- B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
- C. Molded PVC: Permanent, with nailing flange for attaching to wooden forms.
- D. PVC Pipe: ASTM D 1785, Schedule 40.

PART 3 - EXECUTION

3.1 MECHANICAL DEMOLITION

- A. Disconnect, demolish, and remove mechanical systems, equipment, and components indicated to be removed.
 - 1. Piping to Be Removed: Remove piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - 2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
 - 3. Ducts to Be Removed: Remove ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - 4. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.
 - 5. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - 6. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - 7. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - 8. Equipment to be inspected and cleaned: Chillers, boilers, expansion tanks and appurtenances notes to be reused. Flush with clean water and inspect for damage. Report damages or unusual observations to Dammon Engineering for resolution.
- B. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Install piping according to the following requirements and sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Reconnect chillers, boilers, expansion tanks and appurtenances to be reused.
- D. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- E. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- F. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- G. Install piping to permit valve servicing.
- H. Install piping at indicated slopes.
- I. Install piping free of sags and bends.
- J. Install fittings for changes in direction and branch connections.
- K. Install piping to allow application of insulation.
- L. Select system components with pressure rating equal to or greater than system operating pressure.
- M. Install escutcheons for penetrations of walls, ceilings, and floors.
- N. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.
- O. Aboveground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
 - 1. Install steel pipe for sleeves smaller than 6 inches in diameter.
 - 2. Install cast-iron "wall pipes" for sleeves 6 inches and larger in diameter.
 - 3. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

- P. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials.
- Q. Verify final equipment locations for roughing-in.
- R. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

3.3 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.
- F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp 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.
- G. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.
- H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- I. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F 402, for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 Appendixes.
 - 3. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.

4. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
5. PVC Nonpressure Piping: Join according to ASTM D 2855.
6. PVC to ABS Nonpressure Transition Fittings: Join according to ASTM D 3138 Appendix.

J. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.

K. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D 3212.

3.4 PIPING CONNECTIONS

A. Make connections according to the following, unless otherwise indicated:

1. Install unions, in piping NPS 2 and smaller at final connection to each piece of equipment.
2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.

3.5 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

- A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- C. Install mechanical equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.
- E. Install equipment in accordance with Manufacturer's recommendations.

3.6 CONCRETE BASES

- A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions.
 1. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit.
 2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of the base.
 3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.

4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
5. Install anchor bolts to elevations required for proper attachment to supported equipment.
6. Install anchor bolts according to anchor-bolt manufacturer's written instructions.
7. Use 3000-psi, 28-day compressive-strength concrete.

3.7 ERECTION OF METAL SUPPORTS AND ANCHORAGES

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor mechanical materials and equipment or as required.
- B. Field Welding: Comply with AWS D1.1.

3.8 ERECTION OF WOOD SUPPORTS AND ANCHORAGES

- A. Cut, fit, and place wood grounds, nailers, blocking, and anchorages to support, and anchor mechanical materials and equipment.
- B. Select fastener sizes that will not penetrate members if opposite side will be exposed to view or will receive finish materials. Tighten connections between members. Install fasteners without splitting wood members.
- C. Attach to substrates as required to support applied loads.

END OF SECTION 230500

SECTION 230529
HANGERS AND SUPPORTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Steel pipe hangers and supports.
 - 2. Trapeze pipe hangers.
 - 3. Metal framing systems.
 - 4. Thermal-hanger shield inserts.
 - 5. Fastener systems.
 - 6. Equipment supports.
- B. See section "Metal Ducts" for duct hangers and supports.

1.2 DEFINITIONS

- A. Terminology: As defined in MSS SP-90, "Guidelines on Terminology for Pipe Hangers and Supports."
- B. Equipment: To include and not be limited to VAV terminals.

1.3 PERFORMANCE REQUIREMENTS

- A. Design supports for multiple pipes capable of supporting combined weight of supported systems, system contents, and test water.
- B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

1.4 SUBMITTALS

- A. Product Data: For the following:
 - 1. Steel pipe hangers and supports.
 - 2. Thermal-hanger shield inserts.
 - 3. Powder-actuated fastener systems.
- B. Welding certificates.

1.5 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to ASME Boiler and Pressure Vessel Code: Section IX.

PART 2 - PRODUCTS

2.1 STEEL PIPE HANGERS AND SUPPORTS

- A. Description: MSS SP-58, Types 1 through 58, factory-fabricated components. Refer to Part 3 "Hanger and Support Applications" Article for where to use specific hanger and support types.
- B. Manufacturers:
1. B-Line Systems, Inc.; a division of Cooper Industries.
 2. Unistrut Corp.; Tyco International, Ltd.
 3. Grinnell Corp.
- C. Galvanized, Metallic Coatings: Pre-galvanized or hot dipped.
- D. Nonmetallic Coatings: Plastic coating, jacket, or liner.
- E. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion for support of bearing surface of piping.

2.2 TRAPEZE PIPE HANGERS

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

2.3 METAL FRAMING SYSTEMS

- A. Description: MFMA-3, shop- or field-fabricated pipe-support assembly made of steel channels and other components.
- B. Manufacturers:
1. B-Line Systems, Inc.; a division of Cooper Industries.
 2. Unistrut Corp.; Tyco International, Ltd.
 3. Grinnell Corp.
- C. Coatings: Manufacturer's standard finish, unless bare metal surfaces are indicated.
- D. Nonmetallic Coatings: Plastic coating, jacket, or liner.

2.4 THERMAL-HANGER SHIELD INSERTS

- A. Description: 100-psig minimum, compressive-strength insulation insert encased in sheet metal shield.
- B. Manufacturers:
 - 1. B-Line Systems, Inc.; a division of Cooper Industries.
 - 2. Unistrut Corp.; Tyco International, Ltd.
 - 3. Grinnell Corp.
- C. Insulation-Insert Material for Cold Piping: Water-repellent treated, ASTM C 533, Type I calcium silicate or ASTM C 552, Type II cellular glass with vapor barrier.
- D. Insulation-Insert Material for Hot Piping: Water-repellent treated, ASTM C 533, Type I calcium silicate or ASTM C 552, Type II cellular glass.
- E. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.
- F. For Clevis or Band Hangers: Insert and shield shall cover lower 180 degrees of pipe.
- G. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

2.5 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:
 - a. Hilti, Inc.
 - b. B-Line Systems, Inc.; a division of Cooper Industries.
- B. Hilti, Inc. Mechanical-Expansion Anchors: Insert-wedge-type zinc-coated steel, 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:
 - a. Hilti, Inc.
 - b. B-Line Systems, Inc.; a division of Cooper Industries.

2.6 EQUIPMENT SUPPORTS

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

2.7 MISCELLANEOUS MATERIALS

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

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT APPLICATIONS

- A. Specific hanger and support requirements are specified in sections specifying piping systems and equipment.
- B. Comply with MSS SP-69 for pipe hanger selections and applications that are not specified in piping system Sections.
- C. Existing hangers and supports may not be reused without prior approval by Dammon Engineering.
- D. Use hangers and supports with galvanized, metallic 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 padded hangers for piping that is subject to scratching.
- 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 non-insulated or insulated stationary pipes, NPS 1/2 to NPS 4.
 - 2. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes, NPS 3/4 to NPS 4, requiring clamp flexibility and up to 4 inches of insulation.
 - 3. Adjustable, Steel Band Hangers (MSS Type 7): For suspension of non-insulated stationary pipes, NPS 1/2 to NPS 4.
 - 4. U-Bolts (MSS Type 24): For support of heavy pipes, NPS 1/2 to NPS 4.
 - 5. Single Pipe Rolls (MSS Type 41): For suspension of pipes, NPS 1 to NPS 4, from 2 rods if longitudinal movement caused by expansion and contraction might occur.
- H. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system sections, install the following types:

1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 4.
 2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers, NPS 3/4 to NPS 4, if longer ends are required for riser clamps.
- I. 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.
- J. Building Attachments: Unless otherwise indicated and except as specified in piping system sections, install the following types:
1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
 2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joint construction to attach to top flange of structural shape.
 3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
 4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
 5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
 6. C-Clamps (MSS Type 23): For structural shapes.
 7. Welded-Steel Brackets: For support of pipes from below, or for suspending from above by using clip and rod. Use one of the following for indicated loads:
 - a. Light (MSS Type 31): 750 lb.
 - b. Medium (MSS Type 32): 1500 lb.
 - c. Heavy (MSS Type 33): 3000 lb.
 8. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
 9. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
- K. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
1. Steel Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
 2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.
 3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.
- L. Comply with MSS SP-69 for trapeze pipe hanger selections and applications that are not specified in piping system Sections.
- M. Comply with MFMA-102 for metal framing system selections and applications that are not specified in piping system Sections.

- N. Use powder-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.

3.2 HANGER AND SUPPORT INSTALLATION

- A. Steel Pipe Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.
- B. Trapeze Pipe Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping and support together on field-fabricated trapeze pipe hangers.
 - 1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified above for individual pipe hangers.
 - 2. Field fabricate from ASTM A 36/A 36M, steel shapes selected for loads being supported. Weld steel according to AWS D1.1.
- C. Metal Framing System Installation: Arrange for grouping of parallel runs of piping and support together on field-assembled metal framing systems.
- D. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.
- E. Fastener System Installation:
 - 1. Install powder-actuated fasteners 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.
- F. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.
- G. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- H. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- I. Install lateral bracing with pipe hangers and supports to prevent swaying.
- J. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.
- K. Load Distribution: Install hangers and supports so piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

- L. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and so maximum pipe deflections allowed by ASME B31.1 (for power piping) and ASME B31.9 (for building services piping) are not exceeded.
- M. Insulated Piping: Comply with the following:
 - 1. Attach clamps and spacers to piping.
 - a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
 - b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
 - c. Do not exceed pipe stress limits according to ASME B31.1 for power piping and ASME B31.9 for building services piping.
 - 2. Install MSS SP-58, Type 39, protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
 - 3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
 - 4. Shield Dimensions for Pipe: Not less than the following:
 - a. NPS 1/4 to NPS 4: 12 inches long and 0.048 inch thick.
 - 5. Insert Material: Length at least as long as protective shield.
 - 6. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.3 EQUIPMENT SUPPORTS

- A. Fabricate structural-steel stands to suspend VAV terminals and equipment from structure overhead.
- B. Grouting: As applicable, place grout under supports for equipment and make smooth bearing surface.
- C. Provide lateral bracing, to prevent swaying, for equipment supports.

3.4 METAL FABRICATIONS

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

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

3.5 ADJUSTING

- A. Pipe Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope.
- B. Equipment Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve horizontal and uniform support.

3.6 PAINTING

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

END OF SECTION 15060

SECTION 230593
TESTING, ADJUSTING, AND BALANCING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes TAB to produce design objectives for the following:
 - 1. Air Systems:
 - a. Variable-air-volume systems.
 - 2. Hydronic Piping Systems:
 - a. Constant-flow systems.
 - 3. HVAC equipment performance settings.
 - 4. Verifying that automatic control devices are functioning properly.
 - 5. Reporting results of activities and procedures specified in this Section.
- B. The TAB (Testing and Balancing) contract shall be between the contractor and the TAB firm. Coordination between the TAB firm and the contractor shall be left strictly to those parties.
- C. All TAB deficiencies shall be corrected when found. Any deficiencies that are (for whatever reason) not corrected immediately shall be shown in the TAB report and listed on a summary sheet in the front of the TAB report. The TAB report should be submitted and reviewed by the Mechanical Engineer as part of the process to determine substantial completion. All items on the summary sheet shall become punch list items with dollar values assigned to them.
- D. Architect reserves the right to hire a second TAB firm to review the TAB report of the first. Architect also reserves the right to hire a second TAB firm to check the work of the first TAB firm.

1.2 SUBMITTALS

- A. Strategies and Procedures Plan: Within 30 days from Contractor's "Notice to Proceed", submit two copies of TAB strategies and step-by-step procedures as specified in Part 3 "Preparation" Article. Include a complete set of report forms intended for use on this Project.
- B. Shop drawings must be submitted to the TAB firm no later than 30 days after the final, approved shop drawings have been returned by the designer to the contractor.
- C. Certified TAB Reports: Submit two copies of reports prepared, as specified in this Section, on approved forms certified by TAB firm.

- D. Warranties specified in this Section.

1.3 QUALITY ASSURANCE

- A. TAB Firm Qualifications: Engage a TAB firm certified by either AABC or NEBB.
- B. Certification of TAB Reports: Certify TAB field data reports. This certification includes the following:
 - 1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
 - 2. Certify that TAB team complied with approved TAB plan and the procedures specified and referenced in this Specification.
- C. TAB Report Forms: Use TAB firm's forms approved by Architect.
- D. TAB firms must be certified by either the AABC (Associated Air Balance Council) or the NEBB (National Environmental Balancing Bureau), or other Owner approved organization, in order to perform work on state projects. Falsification of a TAB report will not be allowed and will lead to the reporting of that firm to the respective national certification agency. Verification of TAB firm certification may be confirmed by contacting the certification agencies.
- E. At the time of final inspection, the TAB agency may be required to recheck, in the presence of the owner's representative, specific and random selections of data, air quantities, and air motion recorded in the certified report. Points and areas for recheck shall be selected by the owner's representative. Measurements and test procedures shall be the same as approved for the initial work for the certified report. Selections for recheck, specific plus random, shall not exceed 10% of the total number tabulated in the report.”

1.4 PROJECT CONDITIONS

- A. Partial Owner Occupancy: Owner may occupy completed areas of building before Substantial Completion. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

1.5 COORDINATION

- A. Coordinate the efforts of factory-authorized service representatives for systems and equipment, HVAC controls installers, 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 completed.

1.6 WARRANTY

- A. National Project Performance Guarantee: Provide a guarantee 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. Guarantee shall include 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 (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.
1. Verify that balancing devices are required by the Contract Documents. Verify that quantities and locations of these balancing devices are accessible and appropriate for effective balancing and for efficient system and equipment operation.
- B. Examine approved submittal data of HVAC systems and equipment.
- C. Examine equipment performance data. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
- D. Examine system and equipment installations to verify that they are complete and that testing, cleaning, adjusting, and commissioning specified in individual Sections have been performed.
- E. Examine system and equipment test reports.
- F. Examine HVAC system and equipment installations to verify that indicated balancing devices are properly installed.
- G. Examine HVAC equipment to ensure that clean filters have been installed, bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.
- H. Examine terminal units, such as variable-air-volume boxes, to verify that they are accessible and their controls are connected and functioning.
- I. Examine strainers for clean screens and proper perforations.

- J. Examine three-way valves for proper installation for their intended function.
- K. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- L. Examine system pumps to ensure absence of entrained air in the suction piping.
- M. Examine equipment for installation and for properly operating safety interlocks and controls.
- N. Examine automatic temperature system components to verify the following:
 - 1. Dampers, valves, and other controlled devices are operated by the intended controller.
 - 2. Dampers and valves are in the position indicated by the controller.
 - 3. Integrity of valves and dampers for free and full operation and for tightness of fully closed and fully open positions. This includes variable-air-volume terminals.
 - 4. Automatic modulating and shutoff valves, including two-way valves and three-way mixing and diverting valves, are properly connected.
 - 5. Thermostats are located to avoid adverse effects of sunlight, drafts, and cold walls.
 - 6. Sensors are located to sense only the intended conditions.
 - 7. Controller set points are set per design parameters.
 - 8. Interlocked systems are operating.
 - 9. Changeover from heating to cooling mode occurs per design parameters.
- O. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.
- P. Verify operation of fire dampers. Fire damper testing shall be executed by the Contractor and witnessed by the TAB firm.

3.2 PREPARATION

- A. Prepare a TAB plan that includes strategies and step-by-step procedures.
- B. Complete system readiness checks and prepare system readiness reports. Verify the following:
 - 1. Permanent electrical power wiring is complete.
 - 2. Hydronic systems are filled, clean, and free of air.
 - 3. Automatic temperature-control systems are operational.
 - 4. Equipment and duct access doors are securely closed.
 - 5. Fire dampers are open.
 - 6. Isolating and balancing valves are open and control valves are operational.
 - 7. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in SMACNA's "HVAC Systems - Testing, Adjusting, and Balancing" and this Section.

- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary to allow adequate performance of procedures. After testing and balancing, close probe holes and patch insulation with new materials identical to those removed. Restore vapor barrier and finish according to insulation Specifications for this Project.
- C. Mark equipment and balancing device settings with paint or other suitable, permanent identification material, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, to show final settings.

3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets.
- 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 drains for proper connections and functioning.
- I. Check for proper sealing of air-handling unit components.
- J. Check for proper sealing of air duct system. Duct leakage testing shall be the responsibility of the mechanical contractor or his subcontractor.

3.5 PROCEDURES FOR VARIABLE-AIR-VOLUME SYSTEMS

- A. Variable-Air-Volume Systems: After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:
 - 1. Balance systems similar to constant-volume air systems.
 - 2. Set terminal units and supply fan at full-airflow condition.
 - 3. Adjust inlet dampers of each terminal unit to indicated airflow and verify operation of the static-pressure controller. When total airflow is correct, balance the air outlets downstream from terminal units as described for constant-volume air systems.
 - 4. Readjust fan airflow for final maximum readings.
 - 5. Measure operating static pressure at the sensor that controls the supply fan and verify operation of the static-pressure controller.
 - 6. Set supply fan at minimum airflow. Measure static pressure to verify that it is being maintained by the controller.

7. Set terminal units at minimum airflow and adjust controller to deliver the designed minimum airflow. Check air outlets for a proportional reduction in airflow as described for constant-volume air systems.
 - a. If air outlets are out of balance at minimum airflow, report the condition but leave the outlets balanced for maximum airflow.
8. Measure the return airflow to the fan while operating at maximum return airflow and minimum outside airflow. Adjust the fan and balance the return-air ducts and inlets as described for constant-volume air systems.

3.6 GENERAL PROCEDURES FOR HYDRONIC SYSTEMS

- A. Prepare schematic diagrams of systems' "as-built" piping layouts.
- B. Prepare hydronic systems for testing and balancing according to the following, in addition to the general preparation procedures specified above:
 1. Open all manual valves for maximum flow.
 2. Check expansion tank liquid levels.
 3. Check makeup-water-station pressure gage for adequate pressure for highest vent.
 4. Check flow-control valves for proper sequence of operation.
 5. Set system controls so automatic valves are wide open to coils.
 6. Check pump-motor load. If motor is overloaded, throttle main flow-balancing device so motor nameplate rating is not exceeded.
 7. Check air vents for a forceful liquid flow exiting from vents when manually operated.

3.7 PROCEDURES FOR HYDRONIC SYSTEMS

- A. Measure water flow at pumps. Use the following procedures:
 1. Check system resistance. With all valves open, read pressure differential across the pump and mark pump manufacturer's head-capacity curve.
 2. Verify pump-motor brake horsepower. Calculate the intended brake horsepower for the system based on pump manufacturer's performance data. Compare calculated brake horsepower with nameplate data on the pump motor. Report conditions where actual amperage exceeds motor nameplate amperage.
 3. Calculate flow rates. Report flow rates that are not within plus or minus 5 percent of design.
- B. Set calibrated balancing valves, if installed, at calculated pre-settings.
- C. Measure flow at all stations and adjust, where necessary, to obtain first balance.
 1. System components that have Cv rating or an accurately cataloged flow-pressure-drop relationship may be used as a flow-indicating device.

- D. Adjust balancing stations to within specified tolerances of indicated flow rate as follows:
 - 1. Determine the balancing station with the highest percentage over indicated flow.
 - 2. Adjust each station in turn, beginning with the station with the highest percentage over indicated flow and proceeding to the station with the lowest percentage over indicated flow.
 - 3. Record settings and mark balancing devices.
- E. Measure pump flow rate and make final measurements of pump amperage, voltage, RPM, pump heads, and systems' pressures and temperatures.
- F. Record the differential-pressure control valve settings existing at the conclusion of balancing.

3.8 PROCEDURES FOR MOTORS

- A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:
 - 1. Manufacturer, model, and serial numbers.
 - 2. Motor horsepower rating.
 - 3. Motor rpm.
 - 4. Efficiency rating.
 - 5. Nameplate and measured voltage, each phase.
 - 6. Nameplate and measured amperage, each phase.
 - 7. Starter thermal-protection-element rating.
- B. Motors Driven by Variable-Frequency Controllers: Test for proper operation at speeds varying from minimum to maximum. Test the controller to prove proper operation. Record observations, including controller manufacturer, model and serial numbers, and nameplate data.

3.9 PROCEDURES FOR BOILERS AND CHILLERS

- A. Measure entering- and leaving-water temperatures and water flow.
- B. Note any unusual noises, vibrations or observations.

3.10 PROCEDURES FOR HEAT-TRANSFER COILS

- A. Water Coils: Measure the following data for each coil:
 - 1. Entering- and leaving-water temperature.
 - 2. Water flow rate.
 - 3. Water pressure drop.
 - 4. Dry-bulb temperature of entering and leaving air.
 - 5. Wet-bulb temperature of entering and leaving air for cooling coils.
 - 6. Airflow.
 - 7. Air pressure drop.

3.11 CONTROL VERIFICATION

- A. Verify that controllers are calibrated and commissioned.
- B. Check controller locations and note conditions that would adversely affect control functions.
- C. Record controller settings and note variances between set points and actual measurements.
- D. Check the operation of limiting controllers (i.e., high- and low-temperature controllers).
- E. Check free travel and proper operation of control devices such as da valve operators.
- F. Check the sequence of operation of control devices.
- G. Check the interaction of interlock and lockout systems.
- H. Record voltages of power supply and controller output.
- I. Note operation of actuators using spring return for proper fail-safe operations.

3.12 TOLERANCES

- A. Set HVAC system airflow and water flow rates within the following tolerances:
 - 1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus 5 to plus 10 percent.
 - 2. Air Outlets and Inlets: Plus 5 to minus 10 percent.
 - 3. Heating-Water Flow Rate: 0 to minus 5 percent.
 - 4. Cooling-Water Flow Rate: 0 to minus 5 percent.

3.13 FINAL REPORT

- A. General: Typewritten, or computer printout in letter-quality font, on standard bond paper, in three-ring binder, tabulated and divided into sections by tested and balanced systems.
- B. Include a certification sheet in front of binder signed and sealed by the certified testing and balancing engineer.
 - 1. Include a list of instruments used for procedures, along with proof of calibration.
- C. Final Report Contents: In addition to certified field report data, include the following:
 - 1. Flow rates
 - 2. Fan curves
 - 3. Duct pressures
 - 4. Cv values
 - 5. Manufacturers' test data.
 - 6. Field test reports prepared by system and equipment installers.

7. Other information relative to equipment performance, but do not include Shop Drawings and Product Data.
- D. General Report Data: In addition to form titles and entries, include the following data in the final report, as applicable:
1. Title page.
 2. Name and address of TAB firm.
 3. Project name.
 4. Project location.
 5. Architect's name and address.
 6. Engineer's name and address.
 7. Contractor's name and address.
 8. Report date.
 9. Signature of TAB firm 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
 12. Nomenclature sheets for each item of equipment.
 13. Data for terminal units, including manufacturer, type size, and fittings.
 14. Test conditions for fans and pump performance forms including the following:
 - a. Settings for dampers.
 - b. Conditions of filters.
 - c. Coil, wet- and dry-bulb conditions.
 - d. Fan drive settings including settings and percentage of maximum pitch diameter.
 - e. Settings for supply-air, static-pressure controller.
 - f. Other system operating conditions that affect performance.
- E. 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 airflows.
 2. Water flow rates.
 3. Terminal units.
 4. Balancing stations.
 5. Position of balancing devices.

END OF SECTION 230593

SECTION 230719
DUCT INSULATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes insulation, insulating cements, field-applied jackets, accessories and attachments, and sealing compounds.

1.2 SUBMITTALS

- A. Product Data: Thermal conductivity, thickness, and jackets (both factory and field applied, if any), for each type of product indicated.

1.3 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Provide products with flame-spread and smoke-developed indices of 25 and 50, respectively, according to ASTM E 84 by a testing agency acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Mineral-Fiber Insulation:
 - a. CertainTeed Manson.
 - b. Knauf Fiber Glass
 - c. Owens-Corning Fiberglas Corp.
 - 2. Flexible Elastomeric Thermal Insulation:
 - a. Armacell, LLC
 - b. Armstrong World Industries, Inc.
 - c. Rubatex Corp.
 - 3. Polyolefin Insulation:
 - a. LSP Products

- b. Armstrong World Industries, Inc.
 - c. IMCOA.
4. Closed-Cell Phenolic-Foam Insulation:
- a. Polyguard
 - b. Kooltherm Insulation Products, Ltd.
 - c. Casa Verde

2.2 INSULATION MATERIALS

- A. Mineral-Fiber Insulation: Glass fibers bonded with a thermosetting resin complying with the following:
- 1. Preformed Pipe Insulation: Comply with ASTM C 547, Type 1, with factory-applied, all-purpose, vapor-retarder jacket.
 - 2. Blanket Duct Insulation: Comply with ASTM C 553, Type II, with factory-applied FSK vapor-retarder jacket.
 - 3. Fire-Resistant Adhesive: Comply with MIL-A-3316C Class 1, Grade A for bonding glass cloth and tape to un-faced glass-fiber insulation, for sealing edges of glass-fiber insulation, and for bonding lagging cloth to un-faced glass-fiber insulation.
 - 4. Vapor-Retarder Mastics: Fire- and water-resistant, vapor-retarder mastic for indoor applications. Comply with MIL-C-19565C, Type II.
 - 5. Mineral-Fiber Insulating Cements: Comply with ASTM C 195.
 - 6. Expanded or Exfoliated Vermiculite Insulating Cements: Comply with ASTM C 196.
 - 7. Mineral-Fiber, Hydraulic-Setting Insulating and Finishing Cement: Comply with ASTM C 449/C 449M.
- B. Flexible Elastomeric Thermal Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials and Type II for sheet materials.
- C. Polyolefin Insulation: Unicellular polyethylene thermal plastic, preformed pipe insulation. Comply with ASTM C 534, Type I, except for density.
- D. Field-Applied Jackets: ASTM C 921, Type 1, unless otherwise indicated.
- 1. Foil and Paper Jacket: Laminated, glass-fiber-reinforced, flame-retardant kraft paper and aluminum foil.
 - 2. PVC Jacket: High-impact, ultraviolet-resistant PVC; 20 mils thick; roll stock ready for shop or field cutting and forming.
 - 3. Standard PVC Fitting Covers: Factory-fabricated fitting covers manufactured from 20-mil thick, high-impact, ultraviolet-resistant PVC.

PART 3 -

- A. Accessories and Attachments:
- 1. Glass Cloth and Tape: Comply with MIL-C-20079H, Type I for cloth and Type II for tape. Woven glass-fiber fabrics, plain weave, pre-sized a minimum of 8 oz./sq. yd.
 - 2. Bands: 3/4 inch wide aluminum.

3. Wire: 0.080-inch, nickel-copper alloy; 0.062-inch, soft-annealed, stainless steel; or 0.062-inch, soft-annealed, galvanized steel.

PART 4 - EXECUTION

4.1 GENERAL APPLICATION REQUIREMENTS

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.
- B. Apply insulation materials, accessories, and finishes according to the manufacturer's written instructions; with smooth, straight, and even surfaces; and free of voids throughout the length of ducts and fittings.
- C. Use accessories compatible with insulation materials and suitable for the service. Use accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Seal joints and seams with vapor-retarder mastic on insulation indicated to receive a vapor retarder.
- E. Apply insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by the insulation material manufacturer.
- F. Apply insulation with the least number of joints practical.
- G. Apply insulation over fittings and specialties, with continuous thermal and vapor-retarder integrity, unless otherwise indicated.
- H. Hangers and Anchors: Where vapor retarder is indicated, seal penetrations in insulation at hangers, supports, anchors, and other projections with vapor-retarder mastic. Apply insulation continuously through hangers and around anchor attachments.
- I. Insulation Terminations: For insulation application where vapor retarders are indicated, seal ends with a compound recommended by the insulation material manufacturer to maintain vapor retarder.
- J. Wall Penetrations: Apply insulation for interior applications to a point even with flashing.
- K. Interior Wall and Partition Penetrations: Apply insulation continuously through walls and partitions, except fire-rated walls and partitions.
- L. Floor Penetrations: Terminate insulation at underside of floor assembly and at floor support at top of floor.
- M. Blowers shall be operated and the duct system shall be leak tested prior to application of insulation. All leaks shall be sealed. Transverse joints to be repaired with welding or brazing. Longitudinal seams to be sealed.

- N. Duct Securement: Insulation to be secured per SMACNA standards with metal bands and weld type stickpins and zinc plated speed washers. All insulation joints, seams, pin penetrations, instrument penetrations, etc. shall be taped with 3" wide pressure sensitive FSK tape.

4.2 INSULATION APPLICATION SCHEDULE

- A. Service: Domestic cold water.
 - 1. Operating Temperature: 35 to 60 deg F.
 - 2. Insulation Material: Flexible elastomeric.
 - 3. Insulation Thickness: 0.5" thickness, minimum.
 - 4. Vapor Retarder Required: Yes.

- B. Service: Domestic hot and recirculated hot water.
 - 1. Operating Temperature: 60 to 140 deg F
 - 2. Insulation Material: Mineral fiber
 - 3. Insulation Thickness: 1" thickness, minimum.
 - 4. Field-Applied Jacket: PVC.

- C. Service: Heating hot-, chilled-, and condenser- water supply and return.
 - 1. Operating Temperature: 40 to 200 deg F.
 - 2. Insulation Material: Mineral fiber.
 - 3. Insulation Thickness: 1.5" thickness, minimum
 - 4. Field-Applied Jacket: PVC.
 - 5. Vapor Retarder Required: Yes.

- D. Service: Supply and Return Air Ducts
 - 1. Operating Temperature: 50 to 110 deg F.
 - 2. Insulation Material: Mineral fiber
 - 3. Insulation Thickness: 1.5" thickness, minimum
 - 4. Field-Applied Jacket: FSK.
 - 5. Vapor Retarder Required: Yes

END OF SECTION 230719

SECTION 230900
INSTRUMENTATION AND CONTROL FOR HVAC

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Furnish and install a complete and fully functional VAV HVAC as shown and as specified.
- B. All systems provided shall comply with applicable codes and standards. The installation shall be complete and operational. Refer to complete specifications and drawings for additional detailed requirements. Manufacturers recommended installation guidelines shall be used if no other specific direction is given. Bidder shall be responsible to coordinate and include in his bid all necessary appurtenances and additional material as required to ensure proper installation and function. All bidders shall be responsible to review the complete set of specifications, drawings and addendums.

1.2 DESCRIPTION

The VAV system shall be a complete single duct, stand-alone, pressure independent system with heat-cool switchover. Provide all control components as required to control the system as specified.

1.3 SUBMITTALS

Product Data: For each product specified include data sheets indicating function, calibration, engineering data sheets and manufacturer make/model.

PART 1 - PRODUCTS

2.1 CONTROL DEVICES

- A. Variable Frequency Drives (VFDs) –Furnished by the AHU manufacturer.
- B. Control Valves:
 - General: Select body and trim materials in accordance with manufacturer's recommendations for design conditions and service.
 - Water Valves: Electrically controlled hot water and chilled water three way diverting control valves shall be of bronze rotating ball design with NPT stainless steel trim for linear modulating service. Valves shall be equivalent to Honeywell series VBN3 with MN6105 actuators.
 - Sizing: Reference drawings

C. Temperature Sensors.

Duct Temperature Sensors. Duct sensors shall be modulating stand-alone equivalent to Honeywell T775 series 2000 with integral scheduler, graphical interface and sensor calibration. Furnish with matching temperature sensor.

Space Sensors. Space sensors shall be equivalent to KMC STE-8001 with operator interface and LCD display.

Differential Sensors. Duct static pressure controllers shall be equivalent to Neptonic Series SPC with LCD display. Provide sensors compatible with for the VFD controller.

2.2 WIRING

- A. General. All wiring shall be copper in accordance with NEC and applicable codes and standards.
- B. Insulated wire shall use copper conductors and shall be UL listed for 90°C (200°F) minimum service.
- C. Control Contractor shall be responsible for providing interlock/power wiring for VAV terminals and AHU accessories. The Fire Alarm Contractor shall be responsible for shutdown relays at the AHU panel and the installation of smoke detectors.

PART 3: EXECUTION

3.1 Protection

- A. Controls Contractor shall protect against and be liable for damage to work and to material caused by Contractor's work or employees.
- B. Controls Contractor shall be responsible for all work and equipment either stored on-site or installed on-site. Protect material not immediately installed. Close open ends of work with temporary covers or plugs during storage and construction to prevent entry of foreign objects.
- C. Controls Contractor shall install and configure devices specified in this section and devices furnished by others as required for a complete and functional system.

3.2 Coordination

- A. Site.
 - 1. Assist in coordinating space conditions to accommodate the work of each trade where work will be installed near or will interfere with work of other trades. If installation without coordination causes interference with work of other trades, Contractor shall correct conditions without extra charge.
 - 2. Coordinate and schedule work with other work in the same area and with work dependent upon other work to facilitate mutual progress.
- B. Test and Balance
 - 1. Provide a certified technician to assist with preliminary testing and balancing the AHU and VAV terminal units.

3.3 General Workmanship

- A. Install equipment, piping, and wiring or raceways horizontally, vertically, and parallel to walls wherever possible.
- B. Provide sufficient slack and flexible connections to allow for piping and equipment vibration isolation.
- C. Install equipment in readily accessible locations as defined by National Electrical Code (NEC) Chapter 1 Article 100 Part A.
- D. Verify wiring integrity to ensure continuity and freedom from shorts and ground faults.
- E. Equipment, installation, and wiring shall comply with industry specifications, standards, and local codes for performance, reliability, and compatibility.

3.4 Wiring

- A. Control and interlock wiring and installation shall comply with national and local electrical codes, and manufacturer's recommendations.
- B. Install wiring in raceway where subject to mechanical damage and in mechanical, electrical, or service rooms.
- C. Use structural members to support or anchor plenum cables without raceway. Do not use ductwork, electrical raceways, piping, or ceiling suspension systems to support or anchor cables.
- D. Terminate control and interlock wiring related to the work of this section. Maintain at the job site updated (as-built) wiring diagrams that identify terminations.
- E. Flexible metal raceways and liquid-tight flexible metal raceways shall not exceed 3 feet in length and shall be supported at each end. Do not use flexible metal raceway less than ½ in. electrical trade size.
- F. Label communication wiring to indicate origination and function.

3.5 Installation of Sensors

- A. Install sensors according to manufacturer's recommendations as required for proper system operation.
- B. Mount sensors rigidly and adequately for the operating environment.
- C. Install room temperature sensors on concealed junction boxes properly supported by wall framing.
- D. Air seal wires attached to sensors in their raceways or in the wall to prevent sensor readings from being affected by air transmitted from other areas.
- E. Install pipe-mounted temperature sensors in thermos-wells. Install temperature sensors with heat-conducting fluid in thermal wells.
- F. Differential Air Static Pressure.
 - 1. Supply Duct Static Pressure. Make pressure tap connections according to manufacturer's recommendations.
 - 2. Piping to pressure transducer pressure ports shall contain a capped test port adjacent to transducer.
 - 3. Pressure transducers, except those controlling VAV boxes, shall be located in control panels, not on monitored equipment or on ductwork. Mount transducers in a vibration-free location accessible for service without use of ladders or special equipment.
- G. Freeze-stats, high-pressure cut-offs, and other safety switches shall be hard-wired to de-energize equipment per code or as described in the sequence of operation. Switches shall require manual reset.

3.6 Actuators

- A. General. Mount actuators and adapters according to manufacturer's recommendations.
- B. Valve Actuators. Connect actuators to valves with linkage approved by actuator manufacturer.

3.8 Control System Checkout and Testing

- A. Startup Testing. Complete startup testing to verify operational control of the system before notifying Owner of system demonstration. Provide Owner with schedule for startup testing. Owner may have a representative present during any or all startup testing.
 - 1. Calibrate and prepare for service each instrument, control, and accessory furnished.
 - 2. Verify that control wiring is properly connected and free of shorts and ground faults. Verify that all terminations are tight.
 - 3. Calibrate each device according to manufacturer's recommendations.
 - 4. Verify that relays, solenoid valves, actuators, control valves, and magnetic starters, operate properly and that normal positions are correct.
 - 5. Prepare a log documenting startup testing of each input and output device, with technician's initials certifying each device has been tested and calibrated.
 - 6. Verify that system operates according to sequences of operation. Simulate and observe each operational mode by overriding and varying inputs and schedules.
 - 7. Verify operation of smoke detectors and static pressure controllers for VFD control.

3.9 Sequence of Operation

A. AHU

Run Conditions: The unit shall run whenever manually energized by the building occupants: Interlock from the fire alarm relays to the AHU starter shall be by the Fire Alarm Contractor.

Smoke Detection: The unit shall shut down and generate an alarm upon receiving a smoke detector alarm from the smoke detectors. Smoke detectors shall be interfaced with the existing fire alarm panel by the fire alarm contractor..

Supply Fan: The supply fan shall run anytime the unit is commanded to run, unless shutdown on safeties.

Supply Air Duct Static Pressure Control:
The controller (SP-1) shall measure duct static pressure and shall modulate the supply fan VFD speed to maintain a duct static pressure set point as noted on the drawings. The set point shall be field adjustable. The supply fan VFD speed shall not drop below 20% (adj.) of scheduled performance.

Supply Air Temperature Set Points:
The adjustable temperature controller shall monitor the return air temperature and shall maintain a air temperature setpoint based on zone cooling and heating requirements and manual setting of the controller.

Duct mounted heat-cool switchover sensors shall provide automatic switchover based on the supply air temperature.

The supply air-cooling temperature set point shall be resettable and based on 68°F (adj.).

The supply air heating temperature set point shall be resettable and based on 77°F (adj.).

Cooling and Heating Coil Valves:

The temperature controller shall measure the supply air temperature and modulate the coil valves to maintain specified set points as required.

The cooling coil valve shall open to 30% (adj.) whenever the freeze-stat is energized.

B. VAV Terminals

Zone Set Point Adjust:

Occupants shall be able to adjust the zone temperature heating and cooling set points at the zone / space sensor by an amount set by the system operator (adj.).

Variable Volume Terminal Unit - Flow Control:

The unit shall maintain zone setpoints by controlling the airflow through one of the following:

- When zone temperature is greater than its cooling setpoint, the zone damper shall modulate between the minimum occupied airflow (adj.) and the maximum cooling airflow (adj.) until the zone is satisfied.
- When the zone temperature is between the cooling setpoint and the heating setpoint, the zone damper shall maintain the minimum required airflow for zone ventilation (adj.).
- When zone temperature is less than its heating set point, the control action shall reverse to maintain the zone temperature at its heating setpoint. Occupants will manually energize or de-energize the boiler and chiller.

Zone Set Point Adjust:

Occupants shall be able to adjust the zone temperature heating and cooling setpoints at the zone sensor.

Outside Air Damper:

Damper shall stroke open to the pre-set value open when the air handling unit is energized.

END OF SECTION 230900

SECTION 232113
HYDRONIC PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes piping, special-duty valves, and hydronic specialties for hot-water heating systems, chilled-water cooling systems and condensate drains.

1.2 SUBMITTALS

- A. Product Data: Include flow and pressure drop curves based on manufacturer's testing for diverting fittings, calibrated balancing valves, and automatic flow-control valves.
- B. Operation and maintenance data.

1.3 QUALITY ASSURANCE

- A. ASME Compliance: Comply with ASME B31.9, "Building Services Piping," for materials, products, and installation.

1.4 COORDINATION

- A. Coordinate pipe sleeve installations for foundation wall penetrations.
- B. Coordinate piping installation with roof curbs, equipment supports, and roof penetrations.
- C. Coordinate pipefitting pressure classes with products specified in related Sections.

PART 2 - PRODUCTS

2.1 PIPES, TUBES, AND FITTINGS

- A. General: Refer to Part 3 "Piping Applications" Article for applications of pipe and fitting materials.
- B. Copper Tube and Fittings:
 - 1. Drawn-Temper Copper Tubing: ASTM B 88, Type L
 - 2. Annealed-Temper Copper Tubing: ASTM B 88, Type K.

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3. DWV Copper Tubing: ASTM B 306, Type DWV.
4. Wrought-Copper Fittings: ASME B16.22.
5. Wrought-Copper Unions: ASME B16.22.
6. Solder Filler Metals: ASTM B 32, 95-5 tin antimony.
7. Brazing Filler Metals: AWS A5.8, Classification BAg-1 (silver).

C. Steel Pipe and Fittings:

1. Steel Pipe, NPS 2 and Smaller: ASTM A 53, Type S (seamless) or Type F (furnace-butt welded), Grade B, Schedule 40, black steel, plain ends.
2. Steel Pipe, NPS 2-1/2 through NPS 4: ASTM A 53, Type E (electric-resistance welded), Grade B, Schedule 40, black steel, plain ends.
3. Steel Pipe Nipples: ASTM A 733, made of ASTM A 53, Schedule 40, black steel; seamless for NPS 2 and smaller and electric-resistance welded for NPS 2-1/2 and larger.
4. Cast-Iron Threaded Fittings: ASME B16.4; Classes 125
5. Malleable-Iron Threaded Fittings: ASME B16.3, Classes 150
6. Malleable-Iron Unions: ASME B16.39; Class 150.
7. Cast-Iron Pipe Flanges and Flanged Fittings: ASME B16.1, Classes 125 and 250; raised ground face, and bolt holes spot faced.
8. Grooved Mechanical-Joint Fittings: ASTM A 536, Grade 65-45-12 ductile iron; ASTM A 47, Grade 32510 malleable iron; ASTM A 53, Type F, E, or S, Grade B fabricated steel; or ASTM A 106, Grade B steel fittings with grooves or shoulders designed to accept grooved end couplings.
9. Grooved Mechanical-Joint Couplings: Ductile- or malleable-iron housing and synthetic rubber gasket of central cavity pressure-responsive design; with nuts, bolts, locking pin, locking toggle, or lugs to secure grooved pipe and fittings.
10. Flexible Connectors: Stainless steel bellows with woven, flexible, bronze, wire-reinforcing protective jacket; 150-psig minimum working pressure and 250 deg F maximum operating temperature. Connectors shall have flanged or threaded-end connections to match equipment connected and shall be capable of 3/4-inch misalignment.
11. Packed, Slip, Expansion Joints: 150-psig minimum working pressure, steel pipe fitting consisting of telescoping body and slip-pipe sections, packing ring, packing, limit rods, flanged ends, and chrome-plated finish on slip-pipe telescoping section.
12. Gasket Material: Thickness, material, and type suitable for fluid to be handled; and design temperatures and pressures.

D. CPVC Plastic Pipe: ASTM F 441, Schedules 40 and 80, plain ends.

1. PVC Plastic Pipe Fittings: Socket-type pipefittings, ASTM F 438 for Schedule 40 pipe; ASTM F 439 for Schedule 80 pipe.
2. CPVC Solvent Cement: ASTM F 493.

E. PVC Plastic Pipe: ASTM D 1785, Schedules 40 and 80, plain ends.

1. PVC Plastic Pipe Fittings: Socket-type pipefittings, ASTM D 2466 for Schedule 40 pipe; ASTM D 2467 for Schedule 80 pipe.
2. PVC Solvent Cement: ASTM D 2564.

2.2 VALVES AND SPECIALTIES

- A. Calibrated Balancing Valves, NPS 2 and Smaller: bronze disc valves with precision machined orifice, pressure-gauge connections having integral check valves and thread protectors, Bell and Gossett "Circuit Setter", Model CB, complete with preformed insulation.
- B. Balancing Plug Valves, NPS 2 and Smaller: 125# W.O.G., cast iron body, bronze plug and washer.
- C. Ball Valves: Brass body, stainless steel ball and stem, Teflon seat and seals, screwed three-piece body
- D. Gate Valves: Class 125 bronze body, rising stem, union bonnet, solid wedge disc, screwed body
- E. Globe Valves: Class 125 bronze body, bronze disc rising stem, screwed body
- F. Check Valves: Class 200 bronze body, regrinding, swing type, screwed body
- G. Pipe Plugs: Class 125 brass hex head, threaded.
- H. Manual Air Vent: Bronze body and nonferrous internal parts; 150-psig working pressure; 225 deg F operating temperature; manually operated with screwdriver or thumbscrew; with NPS 1/8 discharge connection and NPS 1/2 inlet connection.
- I. Automatic Air Vent: Designed to vent automatically with float principle; bronze body and nonferrous internal parts; 150-psig working pressure; 240 deg F operating temperature; with NPS 1/4 discharge connection and NPS 1/2 inlet connection.
- J. Bypass Chemical Feeder: Welded steel construction; 125-psig working pressure; 5-gal. Capacity; with fill funnel and inlet, outlet, and drain valves.
 - 1. Chemicals: Provide initial chemical charge formulated and based on analysis of makeup water, to prevent accumulation of scale and corrosion in piping and connected equipment.
- K. Diverting Fittings: 125-psig working pressure; 250 deg F maximum operating temperature; cast-iron body with threaded ends, or wrought copper with soldered ends. Indicate flow direction on fitting.
- L. Y-Pattern Strainers: Class 250 cast iron body, "Y" type, ASTM A278, with perforated Monel screen – 4 mesh/inch., screwed body.
- M. Flexible Connectors: Stainless-steel bellows with woven, flexible, bronze, wire-reinforcing protective jacket; 150-psig minimum working pressure and 250 deg F maximum operating temperature. Connectors shall have flanged- or threaded-end connections to match equipment connected and shall be capable of 3/4-inch misalignment.
- N. Gaskets: 1/16" thick Garlock Blue-Gard #3000
- O. Bolts and Nuts: Carbon steel machine bolts and hex. nuts, ASTM A307, Grade B

- P. Thread Sealant: Teflon tape

PART 3 - EXECUTION

3.1 PIPING APPLICATIONS

- A. Hot and Chilled Water: Aboveground, use steel pipe and threaded fittings, Schedule 40.
- B. Condensate Drain Lines: Type L drawn-temper copper tubing with soldered joints or Schedule 40, PVC pipe with solvent-welded joints.

3.2 VALVE APPLICATIONS

- A. Unless otherwise indicated, use the following general-duty valve types for applications indicated:
 - 1. Shutoff Duty: Ball or OS&Y gate.
 - 2. Install shutoff duty valves at each branch connection to supply mains, at supply connection to each piece of equipment, unless only one piece of equipment is connected in the branch line. Install throttling duty globe valves at each branch connection to return mains, at return connections to each piece of equipment, and elsewhere as indicated.
 - 3. Install check valves at each pump discharge and elsewhere as required to control flow direction.
 - 4. Install Y-pattern strainers at each pump discharge and elsewhere as indicated.
- B. Unless otherwise indicated, use the following special-duty valve types for applications indicated:
 - 1. Install calibrated balancing valves in the return water line of each heating or cooling element and elsewhere as indicated or as required to facilitate system balancing.
 - 2. Install high point automatic air vents and manual vacuum breakers at the high point of each chilled water and heating water piping system.
 - 3. Install 3/4" low point drains at the low point of each chilled water and heating water piping system. Drains shall be plugged to prevent accidental discharge.

3.3 PIPING INSTALLATIONS

- A. 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.
- B. Install piping at a uniform grade of 0.2 percent upward in direction of flow.
- C. Reduce pipe sizes using eccentric reducer fitting installed with level side up.
- D. Unless otherwise indicated, install branch connections to mains using tee fittings in main pipe, with the takeoff coming out the bottom of the main pipe. For up-feed risers, install the takeoff coming out the top of the main pipe.

- E. Install strainers on supply side of each in-line pump and elsewhere as indicated. Install NPS 3/4 nipple and ball valve in blowdown connection of strainers.
- F. Anchor piping for proper direction for expansion and contraction.
- G. Install ½” OS&Y gate valves at the system high point for manual vacuum relief.

3.4 HANGERS AND SUPPORTS

- A. Comply with requirements below for maximum spacing of supports. Install the following pipe attachments:
 - 1. Adjustable steel clevis hangers for individual horizontal piping less than 20 feet long.
 - 2. Adjustable roller hangers for individual horizontal piping 20 feet or longer.
 - 3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 feet or longer, supported on a trapeze.
 - 4. On plastic pipe, install pads or cushions on bearing surfaces to prevent hanger from scratching pipe.
 - 5. Install hangers for steel piping with the following maximum spacing and minimum rod sizes:
 - a. NPS 3/4: Maximum span, 7 feet; minimum rod size, 1/4 inch.
 - b. NPS 1: Maximum span, 7 feet; minimum rod size, 1/4 inch.
 - c. NPS 1-1/2: Maximum span, 9 feet; minimum rod size, 3/8 inch.
 - d. NPS 2: Maximum span, 10 feet; minimum rod size, 3/8 inch.
 - e. NPS 2-1/2: Maximum span, 11 feet; minimum rod size, 3/8 inch.
 - f. NPS 3: Maximum span, 12 feet; minimum rod size, 3/8 inch.
 - 6. Install hangers for drawn-temper copper piping with the following maximum spacing and minimum rod sizes:
 - a. NPS 3/4: Maximum span, 5 feet; minimum rod size, 1/4 inch.
 - b. NPS 1: Maximum span, 6 feet; minimum rod size, 1/4 inch.
 - c. NPS 1-1/2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 - d. NPS 2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 - e. NPS 2-1/2: Maximum span, 9 feet; minimum rod size, 3/8 inch.
 - f. NPS 3: Maximum span, 10 feet; minimum rod size, 3/8 inch.
 - 7. Elastic Piping Hanger Spacing: Space hangers according to pipe manufacturer's written instructions for service conditions. Avoid point loading. Space and install hangers with the fewest practical rigid anchor points.
 - 8. Support vertical runs at 10-foot intervals.

3.5 HYDRONIC SPECIALTIES INSTALLATION

- A. Install manual air vents at high points in piping, at heat-transfer coils, and elsewhere as required for system air venting.

1. Install automatic air vents in mechanical equipment rooms only at high points of system piping, at heat-transfer coils, and elsewhere as required for system air venting.
2. Install air separator and strainer in pump suction lines. Install piping to compression tank with a 2 percent upward slope toward tank. Install blowdown piping with gate valve; extend to nearest drain.
3. Install bypass chemical feeders in each hydronic system where indicated, in upright position with top of funnel not more than 48 inches above floor. Install feeder in bypass line, off main, using globe valves on each side of feeder and in the main between bypass connections. Pipe drain, with ball valve, to nearest equipment drain.

3.6 TERMINAL EQUIPMENT CONNECTIONS

- A. Size for supply and return piping connections shall be same as for equipment connections.
- B. Install control valves in accessible locations close to connected equipment.
- C. Install ports for pressure and temperature gages at coil inlet connections.

3.7 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified independent testing and inspecting agency to perform field tests and inspections and to prepare test reports.

3.8 ADJUSTING

- A. Mark calibrated nameplates of pump discharge valves after hydronic system balancing has been completed, to permanently indicate final balanced position.
- B. Perform these adjustments before TAB balancing:
 1. Open valves to fully open position. Close coil bypass valves.
 2. Check pump for proper direction of rotation.
 3. Set automatic fill valves for required system pressure.
 4. Check air and vacuum vents at high points of system and determine if all are installed and operating freely (automatic type), or bleed air completely (manual type).
 5. Set temperature controls so all coils are calling for full flow.
 6. Check operation of automatic bypass valves.
 7. Check and set operating temperatures of boilers and chillers to design requirements.
 8. Lubricate motors and bearings.

3.9 CLEANING

- A. Flush hydronic piping systems with compressed air and clean water. Remove and clean or replace strainer screens. After cleaning and flushing hydronic piping systems, but before balancing, remove disposable fine-mesh strainers in pump suction diffusers.

3.10 TESTING

- A. Inspect and test piping and components prior to the application of insulation. Isolate installed piping systems and pressurize with ten-psi compressed air. Inspect threaded connections with a soapy water solution (bubble test).
- B. Fill installed piping systems with clean water. Energize pumps and visibly inspect piping for leakage.
- C. Verify no unusual noises or vibrations are present. Verify condensate drains drain effectively.
- D. Repair leaks by brazing or replacing fittings. Repair unusual noises or vibrations. After inspection and approval by the Contract representative, proceed to the application of pipe insulation.

END OF SECTION 232113

SECTION 233113
METAL DUCTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes metal, rectangular ducts and fittings for supply, return, outside, and exhaust air-distribution systems in pressure classes from minus 1 to plus 3-inch wg.
- B. See section "Duct Accessories" for terminals, dampers, duct-mounting access doors and panels, turning vanes, and flexible ducts.

1.2 SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details for metal ducts.
 - 1. Penetrations through fire-rated and other partitions.
 - 2. Duct accessories, including access doors and panels.

1.3 QUALITY ASSURANCE

- A. NFPA Compliance:
 - 1. NFPA 90A, "Installation of Air Conditioning and Ventilating Systems."
 - 2. NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."

PART 2 - PRODUCTS

2.1 SHEET METAL MATERIALS

- 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.
- B. Sheet Steel: Lock-forming quality; complying with ASTM A-653; ducts shall have mill-phosphatized finish for surfaces exposed to view.

2.2 SEALANT MATERIALS

- A. Joint and Seam Tape: 2 inches wide; glass-fiber-reinforced fabric.
- B. Tape Sealing System: Woven-fiber tape impregnated with gypsum mineral compound and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.
- C. Water-Based Joint and Seam Sealant: Flexible, adhesive sealant, resistant to UV light when cured, UL 723 listed, and complying with NFPA requirements for Class 1 ducts.
- D. Solvent-Based Joint and Seam Sealant: One-part, non-sag, solvent-release-curing, polymerized butyl sealant.
- E. Flanged Joint Mastic: One-part, acid-curing, silicone, elastomeric joint sealant complying with ASTM C 920.
- F. Flange Gaskets: Butyl rubber or EPDM polymer.

2.3 HANGERS AND SUPPORTS

- A. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
 - 1. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
 - 2. Exception: Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
- B. Hanger Materials: Sheet steel or threaded steel rod.
 - 1. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for steel sheet width and thickness and for steel rod diameters.
- C. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- D. Trapeze and Riser Supports: Steel shapes and plates complying with ASTM A-36.

2.4 RECTANGULAR DUCT FABRICATION

- A. Fabricate ducts, elbows, transitions, offsets, branch connections, and other construction according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and complying with requirements for metal thickness, reinforcing types and intervals, tie-rod applications, and joint types and intervals.
 - 1. Lengths: Fabricate rectangular ducts in lengths appropriate to reinforcement and rigidity class required for pressure class.

2. Deflection: Duct systems shall not exceed deflection limits according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- B. Transverse Joints: Prefabricated slide-on joints and components constructed using manufacturer's guidelines for material thickness, reinforcement size and spacing, and joint reinforcement.
 1. Manufacturers:
 - a. Ductmate Industries, Inc.
 - b. Nexus Inc.
 - c. Ward Industries, Inc.
- C. Formed-On Flanges: Construct according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 1-4, using corner, bolt, cleat, and gasket details.
 1. Manufacturers:
 - a. Ductmate Industries, Inc.
 - b. Lockformer.
 2. Duct Size: Maximum 36 inches wide and up to 2-inch wg pressure class.
 3. Longitudinal Seams: Pittsburgh lock sealed with non-curing polymer sealant.
- D. Cross Breaking or Cross Beading: Cross break or cross bead duct sides 19 inches and larger and 0.0359 inch thick or less, with more than 10 sq. ft. of non-braced panel area unless ducts are lined.

PART 3 - EXECUTION

3.1 DUCT APPLICATIONS

- A. Static-Pressure Classes: Unless otherwise indicated, construct ducts according to the following:
 1. Supply Ducts (before VAV units): 2-inch wg
 2. Supply Ducts (after VAV Units): 1.5-inch wg
 3. Supply Ducts (in Mechanical Equipment Rooms): 2-inch wg
 4. Return Ducts (Negative Pressure): Minus 1-inch wg

3.2 DUCT INSTALLATION

- A. Construct and install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," unless otherwise indicated.
- B. Install ducts with fewest possible joints.
- C. Install fabricated fittings for changes in directions, size, and shape and for connections.

- D. Install couplings tight to duct wall surface with a minimum of projections into duct. Secure couplings with sheet metal screws. Install screws at intervals of 12 inches, with a minimum of three screws in each coupling.
- E. Install ducts, unless otherwise indicated, vertically and horizontally and parallel and perpendicular to building lines; avoid diagonal runs.
- F. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- G. Install ducts with a clearance of 2 inches, plus allowance for insulation thickness.
- H. Conceal ducts from view in finished spaces. Do not encase horizontal runs in solid partitions unless specifically indicated.
- I. Coordinate layout with suspended ceiling, fire- and smoke-control dampers, lighting layouts, and similar finished work.
- J. Seal all joints and seams. Apply sealant to male end connectors before insertion, and afterward to cover entire joint and sheet metal screws.
- K. Electrical Equipment Spaces: Route ducts to avoid passing through transformer vaults and electrical equipment spaces and enclosures.
- L. Fire-Rated Partition Penetrations: Where ducts pass through interior partitions and exterior walls, install appropriately rated fire dampers, sleeves, and fire-stopping sealant.
- M. Protect duct interiors from the elements and foreign materials until building is enclosed.

3.3 SEAM AND JOINT SEALING

- A. Prior to applying insulation, operate system blower and examine ductwork for leakage. Seal duct seams and joints according to SMACNA's "HVAC Duct Construction Standards -Metal and Flexible" for duct pressure class indicated.
- B. After sealing ductwork and with approval of Dammon Engineering, apply insulation as specified.

3.4 HANGING AND SUPPORTING

- A. Support horizontal ducts within 24 inches of each elbow and within 48 inches of each branch intersection.
- B. Support vertical ducts at maximum intervals of 16 feet and at each floor.
- C. Install upper attachments to structures with an allowable load not exceeding one-fourth of failure (proof-test) load.

- D. Install concrete inserts before placing concrete.
- E. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
 - 1. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.

3.5 CONNECTIONS

- A. Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

END OF SECTION 233113

SECTION 233300
DUCT ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. VAV terminals
2. Volume dampers
3. Fire dampers
4. Turning vanes
5. Duct-mounting access doors
6. Flexible connectors
7. Flexible ducts
8. Duct accessory hardware

1.2 SUBMITTALS

A. Product Data: For the following:

1. VAV terminals
2. Volume dampers
3. Fire dampers
4. Turning vanes
5. Duct-mounting access doors
6. Flexible connectors
7. Flexible ducts

1.3 QUALITY ASSURANCE

A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."

PART 2 - PRODUCTS

2.1 SHEET METAL MATERIALS

A. Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods, unless otherwise indicated.

- B. Sheet Steel: Lock-forming quality; complying with ASTM A-653; ducts shall have mill-phosphatized finish for surfaces exposed to view.
- C. Reinforcement Shapes and Plates: Steel reinforcement where installed on sheet metal ducts.
- D. Tie Rods: Steel, 1/4-inch minimum diameter for lengths 36 inches or less, 3/8-inch minimum diameter for lengths longer than 36 inches.

2.2 VAV TERMINALS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Titus, Model DESV.
2. Johnson Control, Model TSS.
3. Nailor, Model D3001.

- B. Description:

Furnish and install single duct pressure independent variable air volume terminal units of the sizes and capacities as scheduled. The stand-alone VAV controller (KMC BAC-8001 or equal) is to be furnished and installed by the Controls Contractor.

- C. Construction:

Terminals shall be constructed of not less than 22 gauge steel. Casing shall be internally lined with fiberglass insulation. Raw insulation edges on the discharge of the unit shall be covered with metal liner to eliminate flaking of insulation during field duct connections. At an inlet velocity of 500 FPM, the static pressure drop across the basic terminal or basic terminal shall not exceed 0.04" W.G. for all unit sizes.

- D. Primary Air Valve:

Primary air valves shall be of steel construction. The damper blade shall be connected to a solid shaft by means of a molded sleeve. The shaft shall include a molded damper position indicator visible from the exterior of the unit. The damper shall pivot in self-lubricating bearings.

- E. Airflow Sensor:

The differential pressure airflow sensor shall traverse the terminal inlet along two perpendicular axis. The sensor output shall provide an amplified differential pressure signal for control feedback.

- F. Accessories:

Furnish the terminal with a 120/24 VAC transformer, flanged discharge duct connection, hanger brackets and NEMA 1 enclosure for control components to be installed by the Control Contractor.

2.3 VOLUME DAMPERS

A. Manufacturers:

1. Air Balance, Inc.
2. American Warming and Ventilating.
3. Flexmaster U.S.A., Inc.
4. McGill AirFlow Corporation.
5. METALAIRE, Inc.
6. Nailor Industries Inc.
7. Penn Ventilation Company, Inc.
8. Ruskin Company.
9. Vent Products Company, Inc.

B. General Description: Factory fabricated, with required hardware and accessories. Stiffen damper blades for stability. Include locking device to hold single-blade dampers in a fixed position without vibration. Close duct penetrations for damper components to seal duct consistent with pressure class.

C. Standard Volume Dampers: Multiple- or single-blade, parallel- or opposed-blade design as indicated, standard leakage rating, and suitable for horizontal or vertical applications.

1. Steel Frames: Hat-shaped, galvanized sheet steel channels, minimum of 0.064 inch thick, with mitered and welded corners; frames with flanges where indicated for attaching to walls and flangeless frames where indicated for installing in ducts.
2. Roll-Formed Steel Blades: 0.064-inch thick, galvanized sheet steel.
3. Blade Axles: Galvanized steel.
4. Bearings: Oil-impregnated bronze.

D. Jackshaft: 1-inch diameter, galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.

1. Length and Number of Mountings: Appropriate to connect linkage of each damper in multiple-damper assembly.

E. Damper Hardware: Zinc-plated, die-cast core with dial and handle made of 3/32-inch thick zinc-plated steel, and a 3/4-inch hexagon-locking nut. Include center hole to suit damper operating-rod size.

F. Damper Actuators: Furnish a two position damper actuator for automatic operation of the outside air damper.

2.4 FIRE DAMPERS

A. Manufacturers:

1. Air Balance, Inc.
2. Greenheck.
3. McGill AirFlow Corporation.
4. METALAIRE, Inc.
5. Nailor Industries Inc.
6. Penn Ventilation Company, Inc.
7. Prefco Products, Inc.
8. Ruskin Company.
9. Vent Products Company, Inc.

B. Fire dampers shall be labeled according to UL 555.

C. Fire Rating: 1-1/2 hours.

D. Frame: Curtain type with blades outside airstream; fabricated with roll-formed, 0.034-inch-thick galvanized steel; with mitered and interlocking corners.

E. Mounting Sleeve: Factory- or field-installed, galvanized sheet steel.

1. Minimum Thickness: 0.052 or 0.138 inch thick as indicated and of length to suit application.
2. Exceptions: Omit sleeve where damper frame width permits direct attachment of perimeter mounting angles on each side of wall, and thickness of damper frame complies with sleeve requirements.

F. Mounting Orientation: Vertical or horizontal as indicated.

G. Blades: Roll-formed, interlocking, 0.034-inch thick, galvanized sheet steel.

H. Horizontal Dampers: Include blade lock and stainless steel closure spring.

I. Fusible Links: Replaceable, 165 degree F rated.

2.5 TURNING VANES

A. Fabricate to comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for vanes and vane runners. Vane runners shall automatically align vanes.

B. Manufactured Turning Vanes: Fabricate 1-1/2-inch wide, single vane, curved blades of galvanized sheet steel set 3/4 inch o.c.; support with bars perpendicular to blades set 2 inches o.c.; and set into vane runners suitable for duct mounting.

1. Manufacturers:
 - a. Ductmate Industries, Inc.
 - b. Duro Dyne Corp.
 - c. METALAIRE, Inc.

2.6 DUCT-MOUNTING ACCESS DOORS

- A. General Description: Fabricate doors airtight and suitable for duct pressure class.
- B. Door: Double wall, duct mounting, and rectangular; fabricated of galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class. Include 1-by-1-inch butt or piano hinge and cam latches.
 - 1. Manufacturers:
 - a. American Warming and Ventilating.
 - b. Ductmate Industries, Inc.
 - c. Flexmaster U.S.A., Inc.
 - d. Greenheck.
 - e. McGill AirFlow Corporation.
 - f. Nailor Industries Inc.
 - g. Ventfabrics, Inc.
 - 2. Frame: Galvanized sheet steel, with bend-over tabs and foam gaskets.
 - 3. Provide number of hinges and locks as follows:
 - a. Less than 12 Inches Square: Secure with two sash locks.
 - b. Up to 18 Inches Square: Two hinges and two sash locks.
- C. Door: Double wall, duct mounting, and round; fabricated of galvanized sheet metal with insulation fill and 1-inch thickness. Include cam latches.
 - 1. Manufacturers:
 - a. Ductmate Industries, Inc.
 - b. Flexmaster U.S.A., Inc.
 - 2. Frame: Galvanized sheet steel, with spin-in notched frame.
- D. Seal around frame attachment to duct and door to frame with neoprene or foam rubber.
- E. Insulation: 1-inch thick, fibrous-glass or polystyrene-foam board.

2.7 FLEXIBLE CONNECTORS

- A. Manufacturers:
 - 1. Ductmate Industries, Inc.
 - 2. Duro Dyne Corp.
 - 3. Ventfabrics, Inc.
- B. General Description: Flame-retardant or noncombustible fabrics, coatings, and adhesives complying with UL 181, Class 1.
- C. Flexible Connector Fabric: Glass fabric double coated with neoprene.

1. Minimum Weight: 26 oz./sq. yd.
2. Tensile Strength: 480 lbf./inch in the warp and 360 lbf./inch in the filling.
3. Service Temperature: Minus 40 to plus 200 degree F.

2.8 FLEXIBLE DUCTS

- A. Manufacturers:
1. Flexmaster U.S.A., Inc.
 2. Hart & Cooley, Inc.
 3. McGill AirFlow Corporation.
- B. Non-insulated-Duct Connectors: UL 181, Class 1, multiple layers of aluminum laminate supported by helically wound, spring-steel wire.
1. Pressure Rating: 10-inch wg positive and 1.0-inch wg negative.
 2. Maximum Air Velocity: 4000 fpm
 3. Temperature Range: Minus 20 to plus 210 degree F
- C. Insulated-Duct Connectors: UL 181, Class 1, 2-ply vinyl film supported by helically wound, spring-steel wire; fibrous-glass insulation; polyethylene vapor barrier film.
1. Pressure Rating: 10-inch wg positive and 1.0-inch wg negative.
 2. Maximum Air Velocity: 4000 fpm.
 3. Temperature Range: Minus 10 to plus 160 degree F.
- D. Flexible Duct Clamps: Nylon strap, in sizes 3 through 18 inches to suit duct size.

2.9 DUCT ACCESSORY HARDWARE

- A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct insulation thickness.
- B. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

PART 3 - EXECUTION

3.1 APPLICATION AND INSTALLATION

- A. Install duct accessories according drawings, manufacture's recommendations, applicable details in SMACNA's "HVAC Duct Construction Standards-Metal and Flexible" and ASHRAE standards. The final installation shall include all controls and appurtenances as required for a complete and functional system.

- B. Install backdraft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated.
- C. Install volume dampers in ducts with liner; avoid damage to and erosion of duct liner.
- D. Provide balancing dampers at points on supply, return, and exhaust systems where branches lead from larger ducts as required for air balancing. Install at a minimum of two duct widths from branch takeoff.
- E. Provide test holes at fan inlets and outlets and elsewhere as indicated.
- F. Install fire dampers, with fusible links, according to manufacturer's UL-approved written instructions.
- G. Install duct access doors to allow for inspecting, adjusting, and maintaining accessories and terminal units as follows:
 - 1. Upstream from volume dampers, VAV terminals and equipment.
 - 2. Adjacent to fire dampers, providing access to reset or reinstall fusible links.
 - 3. As required for interior of ducts for cleaning; before and after each change in direction, at maximum 50-foot spacing.
- H. Install the following sizes for duct-mounting, rectangular access doors:
 - 1. One-Hand or Inspection Access: 8 by 5 inches.
 - 2. Two-Hand Access: 12 by 6 inches.
 - 3. Head and Hand Access: 18 by 10 inches.
- I. Install the following sizes for duct-mounting, round access doors:
 - 1. One-Hand or Inspection Access: 8 inches in diameter.
 - 2. Two-Hand Access: 10 inches in diameter.
 - 3. Head and Hand Access: 12 inches in diameter.
- J. Install flexible connectors immediately adjacent to equipment in ducts associated with fans and motorized equipment supported by vibration isolators.
- K. Connect terminal units to supply ducts with maximum 12-inch lengths of flexible duct. Do not use flexible ducts to change directions.
- L. Connect diffusers boots to low pressure ducts with maximum 96-inch lengths of flexible duct clamped or strapped in place.
- M. Connect flexible ducts to metal ducts with draw bands.
- N. Install duct test holes where indicated and as required for testing and balancing purposes.

3.2 ADJUSTING

- A. Adjust duct accessories for proper settings and operation.

- B. Adjust fire dampers for proper action.

END OF SECTION 233300

SECTION 233713
DIFFUSERS, REGISTERS, AND GRILLES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes ceiling- and wall-mounted diffusers, registers, and grilles.

1.2 SUBMITTALS

- A. Product Data: For each product indicated, include the following:
1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.
 2. Diffuser, Register, and Grille Schedule: Indicate Drawing designation, room location, quantity, model number, size, and accessories furnished.

PART 2 - PRODUCTS

2.1 GRILLES

- A. Fixed Face Grille:
1. Products:
 - a. Hart & Cooley, Inc., Hart & Cooley Div.
 - b. Krueger
 - c. Nailor Industries of Texas Inc.
 - d. Price Industries
 - e. Titus
 - f. Tuttle & Bailey
 2. Material: Steel.
 3. Finish: Baked enamel, color selected by Architect
 4. Face Arrangement: Perforated core
 5. Mounting: Concealed
 6. Damper Type: Adjustable opposed-blade assembly

2.2 CEILING DIFFUSER OUTLETS

- A. Round Ceiling Plaque Supply Air Diffuser
1. Products:

STATE OF LOUISIANA
STATE POLICE TROOP L HEADQUARTERS
HVAC SYSTEM REPLACEMENT
MANDEVILLE, LOUISIANA

- a. Hart & Cooley, Inc., Hart & Cooley Div.
 - b. METALAIRE, Inc., Metal Industries Inc.
 - c. Nailor Industries of Texas Inc.
 - d. Price Industries;
 - e. Titus;
 - f. Tuttle & Bailey;
2. Material: Steel.
 3. Finish: Baked enamel, color selected by Architect
 4. Face Style: cone.
 5. Pattern: Fully adjustable.
 6. Dampers: Butterfly.
 7. Accessories:
 - a. Plaster ring.
- B. Rectangular and Square Ceiling Plaque Supply Air Diffusers
1. Products:
 - a. Hart & Cooley, Inc., Hart & Cooley Div.
 - b. Krueger;
 - c. METALAIRE, Inc., Metal Industries Inc.;
 - d. Nailor Industries of Texas Inc.;
 - e. Price Industries;
 - f. Titus;
 - g. Tuttle & Bailey;
 2. Material: Steel
 3. Finish: Baked enamel, color selected by Architect
 4. Face Style: Plaque
 5. Mounting: Surface
 6. Pattern: Fixed
 7. Dampers: Butterfly
 8. Accessories:
 - a. Plaster ring
 - b. Directional throw baffle
- C. Perforated Face Return Diffuser
1. Products:
 - a. Hart & Cooley, Inc., Hart & Cooley Div.
 - b. Krueger
 - c. METALAIRE, Inc., Metal Industries Inc.
 - d. Nailor Industries of Texas Inc.
 - e. Price Industries
 - f. Titus
 - g. Tuttle & Bailey
 2. Material: Steel back-pan and pattern controllers, with steel face.
 3. Finish: Baked enamel, color selected by Architect

4. Duct Inlet: Square]
5. Face Style: Drop extended
6. Pattern Controller: Adjustable with louvered pattern modules at inlet.
7. Mounting: Surface
8. Dampers: Opposed blade
9. Accessories:
 - a. Plaster ring
 - b. Directional throw baffle

D. Louver Face Diffusers:

1. Products:
 - a. METALAIRE, Inc., Metal Industries Inc.
 - b. Nailor Industries of Texas Inc.
 - c. Price Industries
 - d. Titus
 - e. Tuttle & Bailey
2. Material: Steel.
3. Finish: Baked enamel, color selected by Architect.
4. Mounting: Surface
5. Pattern: Four-way core style
6. Dampers: Butterfly.
7. Accessories:
 - a. Square to round neck adaptor.
 - b. Adjustable pattern vanes.
 - c. Equaling grid.
 - d. Plaster ring
 - e. Directional throw baffle

2.3 SOURCE QUALITY CONTROL

- A. Verification of Performance: Rate diffusers, registers, and grilles according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install diffusers, registers, and grilles level and plumb.
- B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as practicable. 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.

3.2 ADJUSTING

- A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 233713

SECTION 237313
MODULAR INDOOR CENTRAL-STATION
AIR HANDLING UNITS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Furnish and install air handling units and accessories as shown on the plans.
- B. All systems provided shall be in compliance with code, complete and operational. Refer to complete specifications and drawings for additional detailed requirements. Manufacturers recommended installation guidelines shall be used if no other specific direction is given. Bidder shall be responsible to coordinate and include in his bid all necessary appurtenances and additional material to ensure proper installation and function. All bidders shall be responsible to review the complete set of specifications, drawings and addendums.

1.02 REFERENCE PUBLICATIONS

- A. The following publications are incorporated by reference, and shall be the current issue at the time of bid:
 - 1. Air Conditioning and Refrigeration Institute (ARI):
 - ARI 410..... Forced-Circulation Air-Cooling and Air-Heating Coils
 - ARI 430..... Central-Station Air-Handling Units
 - ARI Guideline D..... Application and Installation of Central Station Air-Handling Units
 - 2. Air Movement and Control Association (AMCA):
 - AMCA 300..... Reverberant Room Method for Sound Testing of Fans
 - 3. American Bearing Manufacturer's Association (AFBMA):
 - AFMBA Std 9..... Load Ratings and Fatigue Life for Ball Bearings
 - AFMBA Std 11..... Load Rating and Fatigue Life for Roller Bearings
 - 4. American Society for Testing and Materials (ASTM):
 - ASTM C 1071 Thermal and Acoustical Insulation (Glass Fiber, Duct Lining Material)
 - ASTM F 872..... Filter Units, Air Conditioning: Viscous-Impingement Type, Cleanable

- 5. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE):
 - ASHRAE 52.1 Gravimetric and Dust-Spot Procedures for Testing Air Cleaning Devices Used in General Ventilation for Removing Particulate Matter
 - ASHRAE 68 Laboratory Method of Testing In-Duct Sound Power Measurement Procedures for Fans
- 6. National Fire Protection Association (NFPA):
 - NFPA 70 National Electrical Code
 - NFPA 90A Installation of Air Conditioning and Ventilating Systems
- 7. Underwriters Laboratories (UL):
 - UL 586 High Efficiency, Particulate, Air Filter Units
 - UL 900 Test Performance of Air Filter Units

1.03 SUBMITTALS

A. Product Data: Manufacturer's data to include the following:

- 1. Air Handling Units
- 2. VFD Drives
- 3. Duct Smoke Detectors
- 4. Accessories

B. Performance Data

- 1. ARI Coil Performance Data
- 2. Fan Curves
- 3. Filters
- 4. Dimensions
- 5. Weights

PART 2 - PRODUCTS

2.01 FACTORY-FABRICATED AIR HANDLING UNITS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- 1. Johnson Controls (York) Model: XTI-54X84.
- 2. Ingersoll Rand (Trane) Model: CLCH-21.
- 3. United Technologies (Carrier) Model: 39LX21.

- B. Units shall be single-zone draw-through type with chilled water cooling, hot water reheat and angled pleated filter section as indicated. Units shall include fans, coils, airtight insulated casing, filters, drives, access sections where indicated, pan, and vibration-isolators, and appurtenances as required for specified operation. Each air handling unit shall have physical dimensions suitable to fit space allotted to the unit and shall have the capacity indicated. Air handling unit shall have published ratings based on tests performed according to ARI 430.
- C. Casings: Casing sections shall be double wall type, constructed of a minimum 18 gauge galvanized steel, or 18 gauge steel outer casing protected with a corrosion resistant paint finish. Inner casing of double-wall units shall be minimum 24 gauge galvanized steel. Casing shall be designed and constructed with an integral structural steel frame such that exterior panels are non-load bearing. Exterior panels shall be individually removable. Removal shall not affect the structural integrity of the unit. Casings shall be provided with inspection doors, access sections, and access doors as indicated. Inspection and access doors shall be insulated, fully gasketed, double-wall type, of minimum 18 gauge outer and 24 gauge inner panels. Doors shall be rigid and provided with heavy duty hinges and latches. Access doors shall be minimum 10" wide and shall be the full height of the unit casing. Drain pan shall be double-bottom type constructed of 16 gauge-galvanized steel, double pitched to the drain connection. Drain pans shall be constructed water tight, treated to prevent corrosion, and designed for positive condensate drainage. When two or more cooling coils are used, with one stacked above the other, condensate from the upper coils shall not flow across the face of lower coils. Intermediate drain pans or condensate collection channels and downspouts shall be provided, as required to carry condensate to the unit drain pan out of the air stream and without moisture carryover. Each casing section handling conditioned air shall be insulated with not less than 1" thick, 1-1/2 pound density coated fibrous glass material (or equivalent) having a thermal conductivity not greater than 0.23 Btu/hr-SF-F. Factory applied fibrous glass insulation shall conform to ASTM C 1071, except that the minimum thickness and density requirements do not apply, and shall meet the requirements of NFPA 90A. Duct liner material, coating, and adhesive shall conform to fire-hazard requirements specified for duct insulation. Exposed insulation edges and joints where insulation panels are butted together shall be protected with a metal nosing strip or shall be coated to conform to meet erosion resistance requirements of ASTM C 1071. A latched and hinged inspection door shall be provided in the fan and coil sections. Additional inspection doors, access doors and access sections shall be provided where indicated.
- D. Heating and Cooling Coils: Coils shall be fin-and tube type constructed of seamless copper tubes and aluminum fins mechanically bonded or soldered to the tubes. Casing and tube support sheets shall be not lighter than 16 gauge galvanized steel, formed to provide structural strength. When required, multiple tube supports shall be provided to prevent tube sag. Each coil shall be tested at the factory under water at not less than 400 psi air pressure and shall be suitable for 200 psi working pressure. Coils shall be mounted for counter-flow service. Coils shall be rated and certified according to ARI 410.
1. Water Coils: Water coils shall be installed with a pitch of not less than 1/8" per foot of the tube length toward the drain end. Headers shall be constructed of cast iron, welded steel or copper. Each coil shall be provided with a plugged vent and drain connection extending through the unit casing.
- E. Air Filters: Air filters shall be listed according to requirements of UL 900. Air filters shall be provided with slide out filter racks.

1. Extended Surface Pleated Panel Filters: Filters shall be 2" deep, sectional, disposable type of the size indicated and shall have an average efficiency of 25 to 30% when tested according to ASHRAE 52.1. Initial resistance at 500' per minute shall not exceed 0.3" water gauge. Filters shall be UL Class 2. Media shall be nonwoven cotton and synthetic fiber mat. A wire support grid bonded to the media shall be attached to a moisture resistant fiberboard frame. All four edges of the filter media shall be bonded to the inside of the frame to prevent air bypass and increase rigidity.
 2. Replaceable Media Filters: Replaceable media filters shall be the dry-media type, of the size required to suit the application. Filtering media shall be not less than 2 inches thick fibrous glass media pad supported by a structural wire grid or woven wire mesh. Pad shall be enclosed in a holding frame of not less than 16 gauge galvanized steel and equipped with quick-opening mechanism for changing filter media. The airflow capacity of the filter shall be based on net filter face velocity not exceeding 300' per minute, with initial resistance of 0.12" water gauge. Average efficiency shall be not less than 30% when tested according to ASHRAE 52.1.
 3. Filter Section: Filter sections shall be of the angled slide out type. Filter holding frames shall be gasketed and fabricated from not lighter than 16 gauge sheet steel with rust-inhibitor coating. All joints shall be airtight. The filter section shall be constructed in a manner identical to the remainder of the unit casing with a side access door.
- F. Fans: Fans shall be centrifugal AF type as indicated. Fans and shafts shall be dynamically balanced prior to installation in air handling unit. The entire fan assembly shall be statically and dynamically balanced at the factory after it has been installed in the air handling unit. Fans shall be mounted on steel shafts accurately ground and finished. Fan bearings shall be sealed against dust and dirt and shall be precision self-aligning ball or roller type. Bearing life shall be L-50 rated at not less than 200,000 hours as defined by AFBMA Std 9 and AFBMA Std 11. Bearings shall be permanently lubricated or lubricated type with lubrication fittings readily accessible at the drive side of the unit. Bearings shall be supported by structural shapes, or die formed sheet structural members, or support plates securely attached to the unit casing. Bearings may not be fastened directly to the unit sheet metal casing. Fans and scrolls shall be furnished with coating indicated. Fans shall be driven by a unit-mounted motor. If applicable, belt guards shall be the three sided enclosed type with solid or expanded metal face. All belt drives shall be designed for not less than a 1.2 service factor based on motor nameplate rating. Motor sheaves shall be variable pitch. Where fixed sheaves are required, variable pitch sheaves may be used during air balance, but shall be replaced with an appropriate fixed sheave after air balance is completed. Variable pitch sheaves shall be selected to drive the fan at a speed that will produce the specified capacity when set at the approximate midpoint of the sheave adjustment. Motors for V-belt drives shall be provided with adjustable bases. Fan motors shall have totally enclosed TEFC enclosures. Unit fan or fans shall be selected to produce the required capacity at the fan static pressure. Sound power level shall be as indicated. The sound power level values shall be obtained according to AMCA 300 or ASHRAE 68.
- G. Access Sections: Provide an access section between coils as indicated. Access sections shall be furnished with an access door to facilitate visual coil inspection. Access sections shall be constructed in a manner identical to the remainder of the unit casing.
- H. Factory Installed Variable Frequency Drive:

1. Acceptable Manufacturers: Eaton, Square D Company, Graham, JCI. Furnish with integral controller for VAV application.
2. Combination Variable Frequency Drive/Disconnects shall be properly sized, mounted, wired to the fan motor, and commissioned by the AHU Manufacturer. Combination VFD disconnects shall include VFD, a circuit breaker disconnect, and a Hand-Off-Auto (HOA) switch. An oversized control transformer, and on/off binary output, variable speed signal analog output, and all interfacing wiring between the VFD and the DDC controller shall be provided with factory mounted controls.
3. Disconnects: VFD/disconnects shall be supplied with an instantaneous short circuit trip circuit breaker. A through-the-door interlocking handle shall be spring loaded and designed to rest only in the full "ON" or "OFF" state. A concealed defeater mechanism will allow entry into the enclosure when the handle is in the "ON" position. A heavy-duty snap action flange operated fusible disconnect switch is also acceptable. The blades shall be visible in the "OFF" position. A terminal guard shall be supplied on the line side terminals.
4. Enclosures: VFD/disconnects shall have NEMA Type 1 steel open ventilated enclosures.
5. Variable Frequency Drives: The VFD/disconnects shall be supplied with a high performance pulse width modulated (PWM) AC drive that generates a sine-code, variable voltage/frequency, three phase output for optimum speed control. Insulated gate bipolar output transistors (IGBT's) shall ensure a low audible magnetic motor noise (@ 60 Hz) of less than 2 dB (@1 meter) above across the line operation. Power electronics shall provide at least 97% efficiency.
6. The VFD shall have one 16 bit microprocessor control logic circuit board for all horsepower ratings. All programming shall be maintained in nonvolatile RAM memory so the program will be maintained when power is removed. A digital operator keypad and display shall provide local control and readout for: run/stop/jog, speed, reset, volts, amps, kilowatts, and diagnostics.
7. Output current overload should be rated at 125% of motor FLA for one minute. The VFD shall have the following minimal protective features: current limited stall prevention, auto restart after momentary power loss, speed search for starting into rotating motor, anti-windmill with DC injection before start, phase to phase short circuit protection, and ground fault protection. Ambient service temperature rating of -10° to 40° C, and humidity rating to 95% noncondensing. The VFD shall meet or exceed UL, IEEE 444 (ANSI-C343), and IEC: 146A.
8. The VFD shall be integrated with a Controller. The controller shall be configured for I/O control of duct static pressure. The controller shall be furnished with direct-to-drive contact closure inputs for remote fire stat, fire panel and O/A damper contacts.
9. Factory Mounting: VFD/disconnects shall be mounted externally on the drive side of the air handling unit fan section. Ensure 4' of mechanical room clearance in front of the starter for serviceability per OSHA standards.

10. Factory Wiring: VFD/disconnects shall be wired to fan motor in "liquid tight" conduit and junction boxes. Units with factory mounted controls shall also include power wiring from the starter control transformer to the control system transformers. A binary start-stop signal and an analog speed signal shall be wired complete from the direct digital controller to the VFD. Wiring methods shall comply with the National Electrical Code and NFPA 90.
11. Factory Commissioning: Trained factory personnel shall ensure proper operation of the VFD by a thorough factory test. The VFD shall be properly set for voltage and full load amps of the actual motor supplied.

I. Accessories:

1. Lubrication lines: Provide extended bearing lubrication lines which extend out of the airstream for ease of service and maintainability.
2. Duct Smoke Detectors: Provide addressable smoke detectors in accordance with the drawings, NFPA 90A and UL 268A.

A. Duct smoke detectors: Furnish duct smoke detector(s) with the following features:

- a. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
- b. Base Mounting: Detector and associated electronic components shall be mounted in a twist-lock module that connects to a fixed base. Provide terminals in the fixed base for connection to building wiring.
- c. Self-Restoring: Detectors shall not require resetting or readjustment after actuation to restore for normal operation.
- d. Integral Visual-Indicating Light: LED type, indicating detector with power-on status.
- e. Sampling Tubes: Design and dimensions as recommended by manufacturer for specific duct size, air velocity, and installation conditions where applied.
- f. Relay Fan Shutdown: Fully programmable relay rated to interrupt fan motor-control circuit.

B. Acceptable Manufacturers: Silent Knight, Firelite, Edwards Signals, Potter Signal, System Sensor.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Initial start-up shall be performed by the HVAC manufacturer's representative's and shall ensure that the unit is operating properly in accordance with manufacturer's recommendations. Verify proper fan rotation. Operate the unit and cycle through control sequences to verify proper functionality. Correct any deficiencies noted.
- B. All damaged surfaces of installed units shall be touched up to original factory finish.
- C. Controls: Specified controls shall be furnished by the Controls Contractor, except as previously specified or indicated.

- D. Duct Smoke Detector(s): Smoke detectors shall be interfaced and configured with the existing fire alarm panel.
- E. All installation procedures shall be per the manufacturer's instructions, standard industry practice and local current codes.

END OF SECTION 237313

DIVISION **26**

ELECTRICAL



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SECTION 260519

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Building wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

A. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.

B. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THW-2, Type THHN-2-THWN-2, Type XHHW-2, Type UF, Type USE and Type SO.

C. Multiconductor Cable: Comply with NEMA WC 70/ICEA S-95-658 for armored cable, Type AC, metal-clad cable, Type MC, nonmetallic-sheathed cable, Type NM, Type SO and Type USE with ground wire.

D. VFC Cable:

1. Comply with UL 1277, UL 1685, and NFPA 70 for Type TC-ER cable.
2. Type TC-ER with oversized crosslinked polyethylene insulation, spiral-wrapped foil plus 85 percent coverage braided shields and insulated full-size ground wire, dual spirally wrapped copper tape shields and three bare symmetrically applied ground wires, and sunlight- and oil-resistant outer PVC jacket.
3. Comply with UL requirements for cables in direct burial, Classes I and II, Division 2 hazardous location applications.

2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger, except VFC cable, which shall be extra flexible stranded.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-2-THWN-2, single conductors in raceway.
- B. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.
- C. VFC Output Circuits: Type TC-ER cable with braided shield.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

3.7 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- B. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

SECTION 260523
CONTROL-VOLTAGE ELECTRICAL POWER CABLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Low-voltage control cabling.
 2. Control-circuit conductors.

1.2 ACTION SUBMITTALS

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

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.

2.2 PERFORMANCE REQUIREMENTS

- A. Flame Travel and Smoke Density in Plenums: As determined by testing identical products according to NFPA 262 by a qualified testing agency. Identify products for installation in plenums with appropriate markings of applicable testing agency.
1. Flame Travel Distance: 60 inches or less.
 2. Peak Optical Smoke Density: 0.5 or less.
 3. Average Optical Smoke Density: 0.15 or less.
- B. Flame Travel and Smoke Density for Riser Cables in Non-Plenum Building Spaces: As determined by testing identical products according to UL 1666.
- C. Flame Travel and Smoke Density for Cables in Non-Riser Applications and Non-Plenum Building Spaces: As determined by testing identical products according to UL 1685.

2.3 LOW-VOLTAGE CONTROL CABLE

- A. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.

1. Multi-pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
2. PVC insulation.
3. PVC jacket.
4. Flame Resistance: Comply with NFPA 262.

2.4 CONTROL-CIRCUIT CONDUCTORS

- A. Class 1 Control Circuits: Stranded copper, Type THHN-2-THWN-2, in raceway, complying with UL 83.
- B. Class 2 Control Circuits: Stranded copper, Type THHN-2-THWN-2, in raceway, complying with UL 83.
- C. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type THHN-2-THWN-2, in raceway, complying with UL 83.

PART 3 - EXECUTION

3.1 EXAMINATION

3.2 INSTALLATION OF RACEWAYS AND BOXES

- A. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems" for raceway selection and installation requirements for boxes, conduits, and wireways as supplemented or modified in this Section.
 1. Outlet boxes shall be no smaller than 2 inches wide, 3 inches high, and 2-1/2 inches deep.
- B. Comply with TIA-569-B for pull-box sizing and length of conduit and number of bends between pull points.
- C. Install manufactured conduit sweeps and long-radius elbows if possible.
- D. Raceway Installation in Equipment Rooms:
 1. Position conduit ends adjacent to a corner on backboard if a single piece of plywood is installed, or in the corner of the room if multiple sheets of plywood are installed around perimeter walls of the room.
 2. Install cable trays to route cables if conduits cannot be located in these positions.
 3. Install metal conduits with grounding bushings and connect with grounding conductor to grounding system.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Comply with NECA 1 and NFPA 70.

B. General Requirements for Cabling:

1. Terminate all conductors and optical fibers; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, and patch panels.
2. Cables may not be spliced.
3. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
4. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems" and Ch. 6, "Optical Fiber Structured Cabling Systems." Install lacing bars and distribution spools.
5. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
6. Cold-Weather Installation: Bring cable to room temperature before dereeling. Do not use heat lamps for heating.
7. Pulling Cable: Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems" and Ch. 6, "Optical Fiber Structured Cabling Systems." Monitor cable pull tensions.
8. Support: Do not allow cables to lie on removable ceiling tiles.
9. Secure: Fasten securely in place with hardware specifically designed and installed so as to not damage cables.

3.4 REMOVAL OF CONDUCTORS AND CABLES

- A. Remove abandoned conductors and cables. Abandoned conductors and cables are those installed that are not terminated at equipment and are not identified for future use with a tag.

3.5 CONTROL-CIRCUIT CONDUCTORS

A. Minimum Conductor Sizes:

1. Class 1 remote-control and signal circuits; No 14 AWG.
2. Class 2 low-energy, remote-control, and signal circuits; No. 16 AWG.
3. Class 3 low-energy, remote-control, alarm, and signal circuits; No 12 AWG.

3.6 FIRESTOPPING

- A. Comply with requirements in Section 078413 "Penetration Firestopping."
- B. Comply with TIA-569-B, Annex A, "Firestopping."
- C. Comply with BICSI TDMM, "Firestopping" Chapter.

3.7 GROUNDING

- A. For data communication wiring, comply with ANSI-J-STD-607-A and with BICSI TDMM, "Bonding and Grounding (Earthing)" Chapter.
- B. For low-voltage control wiring and cabling, comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."

END OF SECTION 260523

SECTION 260526
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes grounding and bonding systems and equipment.

1.2 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Burndy; Part of Hubbell Electrical Systems.
 - 2. Dossert; AFL Telecommunications LLC.
 - 3. ERICO International Corporation.
 - 4. Fushi Copperweld Inc.
 - 5. Galvan Industries, Inc.; Electrical Products Division, LLC.
 - 6. Harger Lightning and Grounding.
 - 7. ILSCO.
 - 8. O-Z/Gedney; A Brand of the EGS Electrical Group.
 - 9. Robbins Lightning, Inc.
 - 10. Siemens Power Transmission & Distribution, Inc.

2.2 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.3 CONDUCTORS

- A. Insulated Conductors: Copper or tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression or exothermic-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.5 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel 5/8 by 96 inches.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 1. Feeders and branch circuits.
 2. Lighting circuits.
 3. Receptacle circuits.
 4. Single-phase motor and appliance branch circuits.
 5. Three-phase motor and appliance branch circuits.
 6. Flexible raceway runs.
 7. Armored and metal-clad cable runs.
 8. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.
 9. X-Ray Equipment Circuits: Install insulated equipment grounding conductor in circuits supplying x-ray equipment.
- C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

3.4 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.

- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

3.5 FIELD QUALITY CONTROL

- A. Perform tests and inspections. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

END OF SECTION 260526

SECTION 260529

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.

1.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.3 QUALITY ASSURANCE

- A. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Atkore International.
 - g. Wesanco, Inc.
2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 4. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 5. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel and malleable-iron 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. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Hilti, Inc.
 - 2) ITW Ramset/Red Head; Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.
 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.

- a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Cooper B-Line, Inc.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti, Inc.
 - 4) ITW Ramset/Red Head; 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.
7. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- C. 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. 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.
- C. 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. To Existing Concrete: Expansion anchor fasteners.
 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
 6. To Light Steel: Sheet metal screws.
 7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- D. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 PAINTING

- A. Touchup: Comply with requirements in Section 099123 "Interior Painting" for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

SECTION 260533

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal conduits, tubing, and fittings.
2. Boxes, enclosures, and cabinets.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. GRC: Comply with ANSI C80.1 and UL 6.
- C. ARC: Comply with ANSI C80.5 and UL 6A.
- D. IMC: Comply with ANSI C80.6 and UL 1242.
- E. EMT: Comply with ANSI C80.3 and UL 797.
- F. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- G. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
 2. Fittings for EMT:
 - a. Material: Steel or die cast.
 - b. Type: Setscrew or compression.
 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.

- H. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Indoors: Apply raceway products as specified below unless otherwise indicated.
 - 1. Exposed, Not Subject to Physical Damage: EMT.
 - 2. Exposed, Not Subject to Severe Physical Damage: EMT.
 - 3. Exposed and Subject to Severe Physical Damage: GRC. Raceway locations include the following:
 - a. Loading dock.
 - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - c. Mechanical rooms.
 - d. Gymnasiums.
 - 4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 - 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 - 6. Damp or Wet Locations: GRC.
 - 7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 nonmetallic in institutional and commercial kitchens and damp or wet locations.
- B. Minimum Raceway Size: 1/2-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. Comply with NEMA FB 2.10.
 - 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 - 3. EMT: Use setscrew or compression, steel or cast-metal fittings. Comply with NEMA FB 2.10.
 - 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- D. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- D. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- E. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- F. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- G. Support conduit within 12 inches of enclosures to which attached.
- H. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- I. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- J. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- L. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.
- M. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.

2. Where an underground service raceway enters a building or structure.
3. Where otherwise required by NFPA 70.

N. Expansion-Joint Fittings:

1. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Attics: 135 deg F temperature change.
2. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
3. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

O. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.
2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

P. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.4 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.5 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260544

SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
2. Sleeve-seal systems.
3. Sleeve-seal fittings.
4. Grout.
5. Silicone sealants.

B. Related Requirements:

1. Section 078413 "Penetration Firestopping" for penetration firestopping installed in fire-resistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

1.2 PRODUCTS

1.2 SLEEVES

A. Wall Sleeves:

1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
2. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.

B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

C. Sleeves for Rectangular Openings:

1. Material: Galvanized sheet steel.
2. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches and with no side larger than 16 inches, thickness shall be 0.052 inch .
 - b. For sleeve cross-section rectangle perimeter 50 inches or more and one or more sides larger than 16 inches, thickness shall be 0.138 inch.

1.3 SLEEVE-SEAL SYSTEMS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Advance Products & Systems, Inc.
 - b. CALPICO, Inc.
 - c. Metraflex Company (The).
 - d. Pipeline Seal and Insulator, Inc.
 - e. Proco Products, Inc.
 2. Sealing Elements: EPDM or Nitrile (Buna N) rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 3. Pressure Plates: Carbon steel or Plastic.
 4. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, of length required to secure pressure plates to sealing elements.

1.4 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi, 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

1.5 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.
1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.
- B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

PART 2 - EXECUTION

2.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1.
- B. Comply with NEMA VE 2 for cable tray and cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
 - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
 - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 079200 "Joint Sealants."
 - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
 - 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
 - 3. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.
 - 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
- D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
 - 1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
 - 2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.

2.2 SLEEVE-SEAL-SYSTEM INSTALLATION

- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

2.3 SLEEVE-SEAL-FITTING INSTALLATION

- A. Install sleeve-seal fittings in new walls and slabs as they are constructed.

- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.
- C. Secure nailing flanges to concrete forms.
- D. Using grout, seal the space around outside of sleeve-seal fittings.

END OF SECTION 260544

SECTION 262813
FUSES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Cartridge fuses rated 600-V ac and less for use in enclosed switches, panelboards, and switchboards.

1.2 ACTION SUBMITTALS

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

1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NEMA FU 1 for cartridge fuses.
- C. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Cooper Bussmann, Inc.
 - 2. Edison Fuse, Inc.
 - 3. Ferraz Shawmut, Inc.
 - 4. Littelfuse, Inc.

2.2 CARTRIDGE FUSES

- A. Characteristics: NEMA FU 1, non-renewable cartridge fuses with voltage ratings consistent with circuit voltages.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

END OF SECTION 262813