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DIVISION 01 - GENERAL

019113 GENERAL COMMISSIONING REQUIREMENTS

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

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SECTION 230500 - COMMON WORK RESULTS FOR HVAC

PART 1: GENERAL

1.1 RELATED PROVISIONS

- a. The requirements of the general conditions and of Division 01 apply to that portion of the work specified in this section.
- b. These specifications and the accompanying drawings shall include the furnishing of all labor, tools, materials, fixtures, transportation, appurtenances and service necessary and incidental to the installation of a complete and operative system as indicated and intended on the Drawings and as herein specified.
- c. Contractor shall coordinate the work and equipment of this division with the work and equipment specified elsewhere in order to assure a complete and satisfactory installation. Work such as excavation, backfill, concrete, flashing, etc., which is required by the work of this Division of the Specifications, shall be provided by this Division unless otherwise indicated.
- d. Minor details not usually shown or specified, but necessary for the proper installation and operation, shall be included in the work, the same as if herein specified or shown.

1.2 DESCRIPTION OF THE WORK:

- a. Work included under this Division includes installation of a new cooling and heating system and associated electrical system and controls system. The systems shall be installed complete, with boilers, piping, chiller, pumps and auxiliaries as hereinafter called for. Miscellaneous items including conduits, concrete slab, etc., are to be provided as indicated.
- b. It shall be the responsibility of the Contractor to provide a complete and operating system according to the true intent and meaning of the plans and specifications and all pipe, controls and equipment, etc.

1.3 DEFINITION

- a. The word "Contractor" as used in this Section of the Specifications refers to the HVAC Contractor unless specifically noted otherwise. The word "provide" means furnish, fabricate, complete, install, erect, including labor and incidental materials, necessary to complete in place and ready for operation or use the items referred to or described herein, and/or as shown or referred to on the Contract Drawings.

1.4 HVAC CONTRACTOR'S QUALIFICATIONS

- a. It is assumed that the contractor has had sufficient general knowledge and experience to anticipate the needs for a construction of this nature. The contractor shall furnish all items required to complete the construction in accordance with reasonable interpretation of the intent of the Drawings and Specifications. Any minor items required by Code, law or regulations shall be provided whether or not specified or specifically shown.
- b. All work must be done by first class and experienced mechanics properly supervised, and it is understood that the Engineer has the right to stop any work that is not being properly done

SECTION 230523 - GENERAL-DUTY VALVES FOR HVAC PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following general-duty valves:
 - 1. Copper-alloy ball valves.
 - 2. Ferrous-alloy ball valves.
 - 3. Ferrous-alloy butterfly valves.
 - 4. Bronze globe valves.
 - 5. Cast-iron globe valves.
- B. Related Sections include the following:
 - 1. Division 23 Section "Identification for HVAC Piping and Equipment" for valve tags and charts.
 - 2. Division 23 Section "Instrumentation and Control for HVAC" for control valves and actuators.

1.3 DEFINITIONS

- A. The following are standard abbreviations for valves:
 - 1. CWP: Cold working pressure.
 - 2. EPDM: Ethylene-propylene-diene terpolymer rubber.
 - 3. PTFE: Polytetrafluoroethylene plastic.
 - 4. TFE: Tetrafluoroethylene plastic.

1.4 SUBMITTALS

- A. Product Data: For each type of valve indicated. Include body, seating, and trim materials; valve design; pressure and temperature classifications; end connections; arrangement; dimensions; and required clearances. Include list indicating valve and its application. Include rated capacities; shipping, installed, and operating weights; furnished specialties; and accessories.

1.5 QUALITY ASSURANCE

- A. ASME Compliance: ASME B31.9 for building services piping valves.
- B. ASME Compliance for Ferrous Valves: ASME B16.10 and ASME B16.34 for dimension and design criteria.
- C. NSF Compliance: NSF 61 for valve materials for potable-water service.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Prepare valves for shipping as follows:
 - 1. Protect internal parts against rust and corrosion.
 - 2. Protect threads, flange faces, grooves, and weld ends.
 - 3. Set angle and globe valves closed to prevent rattling.
 - 4. Set ball valves open to minimize exposure of functional surfaces.

5. Set butterfly valves closed or slightly open.
 6. Block check valves in either closed or open position.
- B. Use the following precautions during storage:
1. Maintain valve end protection.
 2. Store valves indoors and maintain at higher than ambient dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.
- C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 VALVES - GENERAL

- A. Refer to Part 3 "Valve Applications" Article for applications of valves.
- B. Bronze Valves: NPS 2 and smaller with threaded ends, unless otherwise indicated.
- C. Ferrous Valves: NPS 2-1/2 and larger with flanged ends, unless otherwise indicated.
- D. Valve Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.
- E. Valve Sizes: Same as upstream pipe, unless otherwise indicated.
- F. Valve Actuators:
1. Gear Drive: For quarter-turn valves NPS 8 and larger.
 2. Handwheel: For valves other than quarter-turn types.
 3. Lever Handle: For quarter-turn valves NPS 6 and smaller, except plug valves.
 4. Wrench: For plug valves with square heads. Furnish Owner with 1 wrench for every 10 plug valves, for each size square plug head.
- G. Extended Valve Stems: On insulated valves.
- H. Valve Flanges: ASME B16.1 for cast-iron valves, ASME B16.5 for steel valves, and ASME B16.24 for bronze valves.
- I. Valve Bypass and Drain Connections: MSS SP-45.

2.3 COPPER-ALLOY BALL VALVES

- A. Available Manufacturers:
- B. Manufacturers:
1. Copper-Alloy Ball Valves:
 - a. Conbraco Industries, Inc.; Apollo Div.

- b. Crane Co.; Crane Valve Group; Jenkins Valves.
- c. Crane Co.; Crane Valve Group; Stockham Div.
- d. Grinnell Corporation.
- e. Jamesbury, Inc.
- f. Kitz Corporation of America.
- g. Legend Valve & Fitting, Inc.
- h. NIBCO INC.
- i. Watts Industries, Inc.; Water Products Div.

C. Copper-Alloy Ball Valves, General: MSS SP-110.

D. Two-Piece, Copper-Alloy Ball Valves: Bronze body with regular-port, chrome-plated bronze ball; PTFE or TFE seats; and 600-psig minimum CWP rating and blowout-proof stem.

2.4 FERROUS-ALLOY BALL VALVES

A. Available Manufacturers:

B. Manufacturers:

- 1. Conbraco Industries, Inc.; Apollo Div.
- 2. Crane Co.; Crane Valve Group; Stockham Div.
- 3. Hammond Valve.
- 4. Jamesbury, Inc.
- 5. Kitz Corporation of America.
- 6. Milwaukee Valve Company.
- 7. NIBCO INC.
- 8. Worcester Controls.

C. Ferrous-Alloy Ball Valves, General: MSS SP-72, with flanged ends.

D. Ferrous-Alloy Ball Valves: Class 150, full port.

E. Ferrous-Alloy Ball Valves: Class 300, full port.

2.5 FERROUS-ALLOY BUTTERFLY VALVES

A. Available Manufacturers:

B. Manufacturers:

- 1. Ferrous-Alloy Butterfly Valves:
 - a. Crane Co.; Crane Valve Group; Stockham Div.
 - b. Grinnell Corporation.
 - c. Hammond Valve.
 - d. Kitz Corporation of America.
 - e. Milwaukee Valve Company.
 - f. NIBCO INC.
 - g. Red-White Valve Corp.
 - h. Tyco International, Ltd.; Tyco Valves & Controls.
 - i. Watts Industries, Inc.; Water Products Div.

C. Ferrous-Alloy Butterfly Valves, General: MSS SP-67, Type I, for tight shutoff, with disc and lining suitable for potable water, unless otherwise indicated.

- D. Single-Flange, 150-psig CWP Rating, Ferrous-Alloy Butterfly Valves: Wafer-lug type with one or two-piece stem.
- E. Flanged, 150-psig CWP Rating, Ferrous-Alloy Butterfly Valves: Flanged-end type with one or two-piece stem.

2.6 BRONZE GLOBE VALVES

- A. Available Manufacturers:
- B. Manufacturers:
 - 1. Type 2, Bronze Globe Valves with Nonmetallic Disc:
 - a. Cincinnati Valve Co.
 - b. Crane Co.; Crane Valve Group; Crane Valves.
 - c. Crane Co.; Crane Valve Group; Jenkins Valves.
 - d. Crane Co.; Crane Valve Group; Stockham Div.
 - e. Grinnell Corporation.
 - f. Hammond Valve.
 - g. Kitz Corporation of America.
 - h. Milwaukee Valve Company.
 - i. NIBCO INC.
 - j. Powell, Wm. Co.
 - k. Red-White Valve Corp.
 - l. Walworth Co.
- C. Bronze Globe Valves, General: MSS SP-80, with ferrous-alloy handwheel.
- D. Type 2, Class 150, Bronze Globe Valves: Bronze body with PTFE or TFE disc and union-ring bonnet.

2.7 CAST-IRON GLOBE VALVES

- A. Available Manufacturers:
- B. Manufacturers:
 - 1. Type I, Cast-Iron Globe Valves with Metal Seats:
 - a. Cincinnati Valve Co.
 - b. Crane Co.; Crane Valve Group; Crane Valves.
 - c. Crane Co.; Crane Valve Group; Jenkins Valves.
 - d. Crane Co.; Crane Valve Group; Stockham Div.
 - e. Grinnell Corporation.
 - f. Hammond Valve.
 - g. Kitz Corporation of America.
 - h. Milwaukee Valve Company.
 - i. NIBCO INC.
 - j. Powell, Wm. Co.
 - k. Red-White Valve Corp.
 - l. Walworth Co.
- C. Cast-Iron Globe Valves, General: MSS SP-85.
- D. Type I, Class 125, Cast-Iron Globe Valves: Gray-iron body with bronze seats.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine piping system for compliance with requirements for installation tolerances and other conditions affecting performance.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- C. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.
- D. Examine threads on valve and mating pipe for form and cleanliness.
- E. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.
- F. Do not attempt to repair defective valves; replace with new valves.

3.2 VALVE APPLICATIONS

- A. Refer to piping Sections for specific valve applications. If valve applications are not indicated, use the following:
 - 1. Shutoff Service: Ball or butterfly valves.
 - 2. Throttling Service: Ball, butterfly, or globe valves.
- B. When valves with specified SWP classes or CWP ratings are not available, the same types of valves with higher SWP class or CWP ratings may be substituted.
- C. Hot Water, and Chilled Water Piping: Use the following types of valves:
 - 1. Ball Valves, NPS 2 and Smaller: One-piece, 400-psig CWP rating, copper alloy.
 - 2. Ball Valves, NPS 2-1/2 and Larger: Class 150, ferrous alloy.
 - 3. Butterfly Valves, NPS 2-1/2 and Larger: Flangeless, single-flange or flanged, 150-psig CWP rating, ferrous alloy, with EPDM liner.
 - 4. Globe Valves, NPS 2 and Smaller: Type 2, Class 150, bronze.
 - 5. Globe Valves, NPS 2-1/2 and Larger: Type I, Class 125, bronze-mounted cast iron.
- D. Select valves, except wafer and flangeless types, with the following end connections:
 - 1. For Copper Tubing, NPS 2 and Smaller: Solder-joint or threaded ends, except provide valves with threaded ends for condenser water services.
 - 2. For Copper Tubing, NPS 2-1/2 to NPS 4: Flanged or threaded ends.
 - 3. For Copper Tubing, NPS 5 and Larger: Flanged ends.
 - 4. For Steel Piping, NPS 2 and Smaller: Threaded ends.
 - 5. For Steel Piping, NPS 2-1/2 to NPS 4: Flanged or threaded ends.
 - 6. For Steel Piping, NPS 5 and Larger: Flanged ends.
 - 7. For Grooved-End, Copper Tubing and Steel Piping: Valve ends may be grooved. Do not use for steam or steam condensate piping.

3.3 VALVE INSTALLATION

- A. Piping installation requirements are specified in other Division 23 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- C. Locate valves for easy access and provide separate support where necessary.
- D. Install valves in horizontal piping with stem at or above center of pipe.
- E. Install valves in position to allow full stem movement.
- F. Install check valves for proper direction of flow.

3.4 JOINT CONSTRUCTION

- A. Refer to Division 23 Section "Common Work Results for HVAC" for basic piping joint construction.
- B. Grooved Joints: Assemble joints with keyed coupling housing, gasket, lubricant, and bolts according to coupling and fitting manufacturer's written instructions.
- C. Soldered Joints: Use ASTM B 813, water-flushable, lead-free flux; ASTM B 32, lead-free-alloy solder; and ASTM B 828 procedure, unless otherwise indicated.

3.5 ADJUSTING

- A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

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and has the right to demand that any incompetent workman be removed from the job and a competent workman be substituted therefor.

- c. All work must be done in strict accordance with standards of AME, ASHRAE and the building laws of all character in force in the locality where the apparatus is being installed. All work must also be in accordance with rules and regulations of the National Board of Fire Underwriters.

1.5 DUTIES OF CONTRACTOR

- a. Contractor is responsible for familiarizing himself with the details of the construction of the building. Work under these specifications installed improperly or which requires changing due to improper reading or interpretation of building plans shall be corrected and changed as directed by Engineer without additional cost to the Owner.
- b. Contractor shall leave the premises in a clean and orderly manner upon completion of work, and shall remove from premises all debris that has accumulated during the progress of the work. The HVAC Contractor shall have the permanent HVAC systems in sufficient readiness for furnishing temporary climatic control at the time the building is enclosed. The HVAC systems control shall maintain climatic control throughout the enclosed portion of the building sufficient to allow completion of the interior finishers of the building. A building shall be considered enclosed when it has windows installed and when doorways and other openings have protection which will provide reasonable climatic control. The appropriate climatic condition shall be jointly determined by the Contractor and the Architect. Use of the equipment in this manner shall in no way affect the warranty requirements of the Contractor.

1.6 CODES, RULES, PERMITS AND FEES

- a. The contractor shall give all necessary notices, obtain all permits and pay all government sales taxes, fees and other costs including utility connections or extension, in connection with his work; file all necessary plans, prepare all documents and obtain all necessary approvals of all governmental departments having jurisdiction; obtain all required certificates for inspection for his work and deliver same to the Architect before request for acceptance and final payment for the work.
- b. The contractor shall include in the work, without extra cost to the Owner, any labor, materials, services, apparatus, ordinances, rules and regulations as required to complete the project in accordance with the intent of the drawings.
- c. All materials furnished and all work installed shall comply with the National Fire Codes of the National Fire Protection Association, with the requirements of all governmental departments having jurisdiction.

1.7 SURVEYS AND MEASUREMENTS

- a. The contractor shall base all measurements, both horizontal and vertical, from established bench marks. All work shall agree with these established lines and levels. Verify all measurements at the site and check correctness of same as related to the work.
- b. Should the contractor discover any discrepancy between actual measurements and those indicated, which prevents following good practice or the intent of the drawings and Specifications, he shall notify the Architect and shall not proceed with his work until he has received instructions from the Architect.

1.8 PLANS

- a. Except where dimensions are shown, mechanical plans are diagrammatic; see Architectural drawings for building dimensions and locations of windows, doors, ceiling diffusers, lights, etc. The plans are not intended to show each and every fitting, valve, pipe or pipe hanger, or a complete detail of all the work to be done, but are for the purpose of illustrating the type of system, pipe and duct sizes, etc. and special conditions considered necessary for the experienced mechanic to take off his material and lay out his work. Contractor shall be responsible for taking such measurements as may be necessary at the job, and adapting his work to the local conditions.

1.9 DRAWINGS AND SPECIFICATIONS

- a. Plans are diagrammatic, and it sometimes occurs that conditions exist in buildings which require certain changes in drawings and specifications. In event that such changes are necessary, the same are to be made by Contractor without expense to the Owner, provided however, that such changes, do not require furnishing more material or performing more labor than the true intent of the drawings and specifications demand.
- b. It is understood that while the drawings are to be followed as closely as circumstances will permit, the Contractor is held responsible for the installation of the system according to the true intent and meaning of the drawings. Anything not entirely clear on the drawings or in the specifications will be fully explained if application is made to the Engineer. Should however, conditions arise where in the judgment of the Contractor certain changes would be advisable. Contractor will communicate with Engineer and secure approval of the changes before going ahead with the work.
- c. The electrical and mechanical systems for this job have been designed on the basis of the mechanical equipment listed or data given herein or on the drawings. It shall be the responsibility of the Contractor to determine that the electrical service outlets, wiring, conduit and all overcurrent protective and safety devices furnished are adequate to meet Code Requirements for the equipment which he proposes to use. Changes required in the electrical system to accommodate the proposed mechanical equipment shall be worked out and the details submitted for approval. The cost of making the necessary changes to the electrical system shall be the responsibility of the Contractor.

1.10 SHOP DRAWINGS

- a. Refer to Division 01.
- b. All items submitted to Architect for review shall bear stamp or notation indicating contractor's prior review and approval.
- c. Any Electrical or other changes required by substituted equipment to be made at no change in contract price.
- d. Submit manufacturer's certified performance data for all equipment.
- e. Coordinate installation drawings with other parts of the work, whether specified in this Division or other Divisions.
- f. Approval of shop drawings by the Engineer shall not relieve the Contractor from his obligation to provide equipment, control, and operation to the true intent of plans and specifications.

- g. The Contractor shall submit to the Engineer, within ten (10) days after approval of bids by the owner, a list indicating the manufacturer of all equipment and materials which he proposes to use. After that date, no substitution will be approved and all items shall be as specified.

1.11 SCAFFOLDING, RIGGING, HOISTING:

- a. This contractor shall furnish all scaffolding rigging, hoisting, and services necessary to erection and delivery into the premises of any equipment and apparatus furnished. Remove same from premises when no longer required.

1.12 FOUNDATIONS, SUPPORTS, PIERS, ATTACHMENTS:

- a. Contractor shall furnish and install all necessary foundations, supports, pads, bases and piers required for all air conditioning equipment, piping, pumps, tanks, compressors, and for all other equipment furnished under this contract.

1.13 SLEEVES AND OPENINGS:

- a. Contractor must have an experienced mechanic on the job before concrete slab floors or concrete masonry walls are poured or built into place, whose duty it shall be to locate exact positions of any and all holes necessary for future installation of his pipe work, ducts or equipment. Where pipes pass through concrete or masonry walls or floors, steel pipe sleeves shall be furnished. These shall be the same length as wall thickness and shall extend 1/2" above finished floors. Pipe sleeves in equipment room floors shall extend 3" above refinished floor. Pipe sleeves in equipment room floors shall extend 3" above finished floor. Sleeves shall be placed in position by this Contractor.
- b. This Contractor shall arrange for proper openings in the building to admit his equipment. If it becomes necessary to cut any portion of building to admit his equipment, portions cut must be restored to their former condition by this Contractor.
- c. This Contractor will provide duct openings or chases in masonry or concrete; however, it is this Contractor's responsibility to advise exact dimensions, shape and locations of openings required in sufficient time for the Contractor to make necessary provisions. This Contractor shall be responsible for correct size and location of each opening for his equipment through these openings.
- d. Wall openings that require a fire or smoke damper shall be made as nearly possible to the damper or duct size so that an angle frame can close the opening entirely.
- e. Where pipes or ducts penetrate floors or partitions which are fire or smoke barriers, the integrity of the barrier shall not be compromised by such penetration.

1.14 CUTTING AND PATCHING:

- a. The Contractor shall do all cutting, fitting and patching as required to install piping and equipment except openings through the roof shall be provided by the General Contractor. Patching shall be done by mechanics skilled in the various trades and work shall match the existing work.
- b. All exposed openings in walls and floors for piping shall be core drilled. Cutting of holes by hand will not be allowed.

- c. Provide all required protection including but not limited to, welding blankets, dust covers, shoring bracing and supports to maintaining structural integrity, safety and cleanliness of the work.

1.15 EXCAVATION AND BACKFILLING:

- a. All excavation and backfilling, puddling and tamping required to properly install work under this contract shall be done by this Contractor.
- b. Backfill shall be clear of rocks and trash. Backfilling shall be water tamped so as to provide firm footing for finish work, and shall be maintained at proper level for duration of the Contract. No backfilling shall be done until work to be covered has been inspected. Excessive excavation material shall be deposited on site and leveled as directed by the engineer.

1.16 POURED IN PLACE CONCRETE WORK:

- a. Furnish and install all concrete work required for the construction of anchors, guide bases and elsewhere as indicated on the Drawings. Refer to appropriate Section in Division 3 for specification requirements.

PART 2: PRODUCTS

2.1 MATERIALS

- a. Provide equipment complete with all components and accessories necessary to its satisfactory operation.
- b. Listing of a manufacturer's name in this Division does not infer conformity to all requirements of the Contract Documents, nor waive requirements thereof.

PART 3: EXECUTION

3.1 BELT DRIVES

- a. V-belt drives shall be rated at not less than 200% of nominal motor horsepower.
- b. Motor sheaves shall be adjustable type.
- c. Scheduled fan static pressures are estimated. Provide one extra drive per device as required to allow adjustment to deliver scheduled air quantities against actual system resistance.
- d. Provide guards for all belt drives not enclosed within equipment housings. Provide openings in guard at driving and driven sheaves for use of revolution counter.

3.2 MAINTENANCE AND OPERATING INSTRUCTIONS

- a. Upon completion of all work, the Contractor shall furnish a complete set of operating instructions for all equipment. Such instructions shall be diagrammatic in form on heavy white paper, suitably framed, protected with glass and hung where directed by the owner. A preliminary draft of the instruction sheets shall be submitted to the engineer for approval before making same.

- b. Manufacturer's instruction books, card, etc., (to each individual piece of equipment furnished under this contract) shall be furnished to the owner. These shall contain instructions for the operation and maintenance of all equipment. Where such is not furnished by the manufacturer, the contractor shall give written instructions to the owner for the maintenance of the equipment involved.
- c. All above ceiling equipment shall be accessible using a standard step ladder. No special scaffolding or other means of accessibility will be acceptable.

3.3 DUCTS, PLENUM, ETC.

- a. As indicated on drawings, provide a system of ducts for supplying returning and exhausting air from various spaces. All details of the ductwork are not indicated and the necessary bends, offsets and transformations must be furnished whether shown or not.
- b. All sheet metal ducts, casing, plenums, etc., of sizes indicated, shall be constructed from prime galvanized sheet steel, and shall be in accordance with or equal to standards set forth in latest issue of SMACNA low velocity duct manual for gauges of materials, (2" pressure), workmanship, method of fabrication and erection.
- c. All uninsulated panels of ducts over twelve inches (12") wide shall be cross-broken, except on plenums, which shall be braced with angle iron as required to prevent breathing.
- d. All ductwork must present a smooth interior and joints must be airtight. Where there is evidence of undue leakage at the joints in low pressure ducts, they shall be sealed with cement similar to Foster 30-02.
- e. Depending upon space requirements, round or square elbows may be used as required or at the Contractors option in low velocity ducts. All elbows shall be constructed for minimum pressure drop. All elbows with an inside radius less than 3/4 the width of the duct must be fitted with multiple double thickness turning vanes.
- f. No transformations or offsets shall be made with a slope greater than (7 to 1), space conditions permitting.
- g. Where indicated on drawings, ductwork is to be lined with flexible fiberglass acoustics material weighing not less than 1 1/2 lb. per cubic foot and having a flame spread classification of not more than twenty-five (25) as listed under Underwriters Laboratories. Liner shall be applied according to SMACNA duct liner standard. Thickness shall be as indicated on the drawings. Duct sizes on plan are inside clear sizes, increase the actual sheet metal size accordingly in sizing the duct.
- h. The lining shall be secured to the ductwork with a suitable adhesive and with mechanical fasteners center. Liner shall be cut such that adjacent sections of insulation butt together and are sealed with Foster 30-02 joints.
- i. All duct connections to and from all centrifugal fans or cabinets containing fans, shall be made with fabric equal to "Ventfab" as made by Ventfabrics, Inc., not less than four inches (4") long secured by peripheral iron straps holding fabric in galvanized iron, except as otherwise noted.
- j. Vertical ducts shall be supported by means of an angle iron frame riveted to the ductwork on at least two (2) sides. Horizontal runs of ductwork shall be supported on not more than 8'-0" centers as required.

- k. Manual volume and splitter dampers shall be furnished and installed where shown and where necessary for proper regulation of the air distribution. A quadrant and set screw equal to "Ventlock" #641 shall be installed for all dampers which are concealed above plaster or gypsum board ceilings, or behind the masonry construction, furnish and install concealed regulators ("Ventlock" #666) with chrome cover plate.
- l. All ductwork shall operate without chatter and vibration, and shall be free from pulsations.

3.4 ACCESS DOORS OR PANELS

- a. Provide duct access doors of approved construction at any apparatus requiring service and inspection. Doors shall suit finish in which installed.
- b. Access doors in rated walls or assemblies shall be rated as required to maintain rating of assembly. Rated access doors shall bear U.L. Label.

3.4 ITEMS OF ELECTRICAL EQUIPMENT

- a. All electrical work shall be done by properly licensed electrical mechanics in accordance with Division 26 of the specifications under supervision of a licensed Electrical Contractor as approved by the Architect.
- b. The Electrical Contractor shall provide all power wiring to motor starter and/or disconnect switch and from starter/disconnect switch to motor. The Mechanical Contractor shall provide all control wiring, low voltage or line voltage, as required for the operation of all mechanical equipment. All control devices such as motor starters, thermostats, switches, etc. shall be provided by the Mechanical Contractor.
- c. All motor starters shall be provided with a "hand-off-auto" switch on the starter cover.
- d. All items of mechanical equipment electrically operated shall be in complete accordance with electrical division of the specifications. Mechanical equipment, other than individually mounted motors, shall be factory prewired so that it will only be necessary to bring connections to a single set of terminals.
- e. Mechanical equipment electrical components shall all be bonded together and connected to electrical system ground.
- f. All mechanical equipment electrical components shall be U.L. listed and labeled.
- g. No joints allowed in piping that crosses cable trays. Cable tray installation shall be coordinated with all other trades prior to installation. Where water piping must cross a cable tray, a drip pan will be required to be provided.

3.5 WARRANTY AND SERVICE

- a. Upon completion of all work, the contractor shall check the system out so that all motor bearings are greased as required and have all systems balanced. He shall be responsible for original service, of starting the system up, and providing one set of replacement filters after final acceptance.
- b. All equipment shall carry a full one - year warranty with a five - year warranty on the cooling cycle on all packaged type equipment in accordance with Division 01 of the specifications.

3.6 INSPECTION AND ACCEPTANCE TEST

- a. The project will be checked periodically as construction progresses. The contractor shall be responsible for notifying the Engineer at least 48 hours in advance when any work to be covered up is ready for inspection. No work will be covered up until approved by the Engineer.
- b. Upon completion of erection of all equipment and work specified herein and shown approved shop drawings, and at the time designated by the engineer, the contractor shall start all apparatus, making necessary tests as directed and as specified herein, and make adjustments of all parts of all equipment before acceptance of equipment by the owner. The contractor must demonstrate to the owner, by performance, that all equipment operates as specified and meets the guarantee called for.
- c. Tests shall include satisfactory evidence that all systems operate as called for on the drawings, and that all pieces of equipment operate at specified ratings under specified operating conditions.
- d. The contractor shall furnish all fuel and power required for these purposes, and provide the proper and necessary help required to operate the system while tests are being made.
- e. All drainage piping shall be tested by filling with water to a point 10' above the underground drains or to point of discharge to grade and let stand thus filled for 3 hours.
- f. Tests on all pipe work shall be subject to the inspection of the Engineer. He shall be given 24-hours notice when a section pipe is to be tested and the test shall not be removed until permission is given by the Engineer.

3.7 AS BUILT DRAWINGS

- a. This contractor shall keep on the job at all times, a clean set of contract drawings in blueprint form. As the job progresses, any and all deviations from the arrangements, piping runs, equipment locations, etc., shown on the bid prints shall be marked on this set with red ink. These prints shall not be used for any other purpose than to be marked up as "As-Built" Drawings.

3.8 OWNER TRAINING

- A. Engage a factory-authorized service representative with complete knowledge of Project-specific system installed to train Owner's maintenance personnel to adjust, operate, and maintain the equipment listed below:
 1. DDC Control Systems
 2. Air Handlers
- B. Extent of Training:
 1. Base extent of training on scope and complexity of equipment installed and training requirements indicated. Provide extent of training required to satisfy requirements indicated even if more than minimum training requirements are indicated.
 2. Inform Owner of anticipated training requirements if more than minimum training requirements are indicated.
 3. Minimum Training Requirements:
 - a. Provide not less than the number days of training indicated below.

1) DDC Control Systems - 2 days (16 hours)

- b. Stagger training over multiple training classes to accommodate Owner's requirements. All training shall occur before end of warranty period.

C. Training Schedule:

1. Schedule training with Owner **20** business days before expected Substantial Completion.
2. Training shall occur within normal business hours at a mutually agreed on time. Unless otherwise agreed to, training shall occur Monday through Friday, except on U.S. Federal holidays, with two morning sessions and two afternoon sessions.
3. Provide staggered training schedule as requested by Owner.

D. Training Attendee List and Sign-in Sheet:

1. Request from Owner in advance of training a proposed attendee list with name, phone number and e-mail address.
2. Provide a preprinted sign-in sheet for each training session with proposed attendees listed and no fewer than six blank spaces to add additional attendees.
3. Circulate sign-in sheet at beginning of each session and solicit attendees to sign or initial in applicable location.
4. At end of each training day, send Owner an e-mail with an attachment of scanned copy (PDF) of circulated sign-in sheet for each session.

E. Attendee Training Manuals:

1. Provide each attendee with a color hard copy of all training materials and visual presentations.
2. Hard-copy materials shall be organized in a three-ring binder with table of contents and individual divider tabs marked for each logical grouping of subject matter. Organize material to provide space for attendees to take handwritten notes within training manuals.
3. In addition to hard-copy materials included in training manual, provide each binder with a sleeve or pocket that includes a DVD or flash drive with PDF copy of all hard-copy materials.

F. Organization of Training Sessions:

1. Organize training sessions into logical groupings of technical content and to reflect different levels of operators having access to system. Plan training sessions to accommodate the following three levels of operators:
 - a. Daily operators.
 - b. Advanced operators.
 - c. System managers and administrators.

G. Training Outline:

1. Submit training outline for Owner review at least **10** business day before scheduling training.
2. Outline shall include a detailed agenda for each training day that is broken down into each of four training sessions that day, training objectives for each training session and synopses for each lesson planned.

H. On-Site Training:

1. Owner will provide conditioned classroom or workspace with ample desks or tables, chairs, power and data connectivity for instructor and each attendee.

2. Instructor shall provide training materials, projector and other audiovisual equipment used in training.
3. Provide as much of training located on-site as deemed feasible and practical by Owner.
4. On-site training shall include regular walk-through tours, as required, to observe each unique product type installed with hands-on review of operation, calibration and service requirements.
5. Operator workstation provided with DDC system shall be used in training. If operator workstation is not indicated, provide a temporary workstation to convey training content.

I. Training Content:

1. Basic operation of each system.
2. Understanding each unique product type installed including performance and service requirements for each.
3. Understanding operation of each system and equipment controlled by DDC system including sequences of operation, each unique control algorithm and each unique optimization routine.

END OF SECTION 230500

SECTION 23 05 19 - METERS AND GAGES FOR HVAC PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Liquid-in-glass thermometers.
 - 2. Thermowells.
 - 3. Dial-type pressure gages.
 - 4. Gage attachments.
 - 5. Test plugs.
 - 6. Test-plug kits.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Wiring Diagrams: For power, signal, and control wiring.
- C. Product Certificates: For each type of meter and gage, from manufacturer.
- D. Operation and Maintenance Data: For meters and gages to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 LIQUID-IN-GLASS THERMOMETERS

- A. Metal-Case, Industrial-Style, Liquid-in-Glass Thermometers:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Flo Fab Inc.
 - b. Tel-Tru Manufacturing Company.
 - c. Terice, H. O. Co.
 - d. Weiss Instruments, Inc.
 - 2. Standard: ASME B40.200.
 - 3. Case: Cast aluminum; 7-inch nominal size unless otherwise indicated.
 - 4. Case Form: Adjustable angle unless otherwise indicated.
 - 5. Tube: Glass with magnifying lens and blue or red organic liquid.
 - 6. Tube Background: Nonreflective aluminum with permanently etched scale markings graduated in deg F.
 - 7. Window: Glass.
 - 8. Stem: Aluminum and of length to suit installation.
 - a. Design for Air-Duct Installation: With ventilated shroud.
 - b. Design for Thermowell Installation: Bare stem.
 - 9. Connector: 1-1/4 inches, with ASME B1.1 screw threads.
 - 10. Accuracy: Plus or minus 1 percent of scale range or one scale division, to a maximum of 1.5 percent of scale range.

2.2 DUCT-THERMOMETER MOUNTING BRACKETS

- A. Description: Flanged bracket with screw holes, for attachment to air duct and made to hold thermometer stem.

2.3 THERMOWELLS

- A. Thermowells:
 - 1. Standard: ASME B40.200.
 - 2. Description: Pressure-tight, socket-type fitting made for insertion into piping tee fitting.
 - 3. Material for Use with Copper Tubing: CNR.
 - 4. Material for Use with Steel Piping: CSA.
 - 5. Type: Stepped shank unless straight or tapered shank is indicated.
 - 6. External Threads: NPS 1/2, NPS 3/4, or NPS 1, ASME B1.20.1 pipe threads.
 - 7. Internal Threads: 1/2, 3/4, and 1 inch, with ASME B1.1 screw threads.
 - 8. Bore: Diameter required to match thermometer bulb or stem.
 - 9. Insertion Length: Length required to match thermometer bulb or stem.
 - 10. Lagging Extension: Include on thermowells for insulated piping and tubing.
 - 11. Bushings: For converting size of thermowell's internal screw thread to size of thermometer connection.
- B. Heat-Transfer Medium: Mixture of graphite and glycerin.

2.4 PRESSURE GAGES

- A. Direct-Mounted, Metal-Case, Dial-Type Pressure Gages:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Flo Fab Inc.
 - b. Tel-Tru Manufacturing Company.
 - c. Terice, H. O. Co.
 - d. Watts Regulator Co.; a div. of Watts Water Technologies, Inc.
 - e. Weiss Instruments, Inc.
 - 2. Standard: ASME B40.100.
 - 3. Case: Liquid-filled or sealed type(s); cast aluminum or drawn steel; 4-1/2-inch nominal diameter.
 - 4. Pressure-Element Assembly: Bourdon tube unless otherwise indicated.
 - 5. Pressure Connection: Brass, with NPS 1/4 or NPS 1/2, ASME B1.20.1 pipe threads and bottom-outlet type unless back-outlet type is indicated.
 - 6. Movement: Mechanical, with link to pressure element and connection to pointer.
 - 7. Dial: Nonreflective aluminum with permanently etched scale markings graduated in psi.
 - 8. Pointer: Dark-colored metal.
 - 9. Window: Glass.
 - 10. Ring: Metal.
 - 11. Accuracy: Grade B, plus or minus 2 percent of middle half of scale range.

2.5 GAGE ATTACHMENTS

- A. Snubbers: ASME B40.100, brass; with NPS 1/4 or NPS 1/2, ASME B1.20.1 pipe threads and piston-type surge-dampening device. Include extension for use on insulated piping.
- B. Siphons: Loop-shaped section of steel pipe with NPS 1/4 or NPS 1/2 pipe threads.
- C. Valves: Brass ball, with NPS 1/4 or NPS 1/2, ASME B1.20.1 pipe threads.

2.6 TEST PLUGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Flow Design, Inc.
 - 2. Trerice, H. O. Co.
 - 3. Watts Regulator Co.; a div. of Watts Water Technologies, Inc.
 - 4. Weiss Instruments, Inc.
- B. Description: Test-station fitting made for insertion into piping tee fitting.
- C. Body: Brass or stainless steel with core inserts and gasketed and threaded cap. Include extended stem on units to be installed in insulated piping.
- D. Thread Size: NPS 1/4 or NPS 1/2, ASME B1.20.1 pipe thread.
- E. Minimum Pressure and Temperature Rating: 500 psig at 200 deg F.
- F. Core Inserts: Chlorosulfonated polyethylene synthetic and EPDM self-sealing rubber.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install thermowells with socket extending a minimum of 2 inches into fluid and in vertical position in piping tees.
- B. Install thermowells of sizes required to match thermometer connectors. Include bushings if required to match sizes.
- C. Install thermowells with extension on insulated piping.
- D. Fill thermowells with heat-transfer medium.
- E. Install direct-mounted thermometers in thermowells and adjust vertical and tilted positions.
- F. Install direct-mounted pressure gages in piping tees with pressure gage located on pipe at the most readable position.
- G. Install valve and snubber in piping for each pressure gage for fluids (except steam).
- H. Install test plugs in piping tees.
- I. Install permanent indicators on walls or brackets in accessible and readable positions.
- J. Install connection fittings in accessible locations for attachment to portable indicators.
- K. Install thermometers in the following locations:
 - 1. Inlet and outlet of each chiller.
 - 2. Inlet and outlet of each hydronic boiler.
 - 3. Inlet and outlet of each hydronic coil in air-handling units.
- L. All thermometers shall be legible from ground level.

3.2 CONNECTIONS

- A. Install meters and gages adjacent to machines and equipment to allow service and maintenance of meters, gages, machines and equipment.

3.3 ADJUSTING

- A. After installation, calibrate meters according to manufacturer's written instructions.
- B. Adjust faces of meters and gages to proper angle for best visibility.

3.4 THERMOMETER SCHEDULE

- A. Thermometers at inlet and outlet of each chiller shall be the following:
 - 1. Industrial-style, liquid-in-glass type.
 - 2. Test plug with EPDM self-sealing rubber inserts.
- B. Thermometers at inlet and outlet of each hydronic boiler shall be the following:
 - 1. Industrial-style, liquid-in-glass type.
 - 2. Test plug with EPDM self-sealing rubber inserts.
- C. Thermometers at inlet and outlet of each hydronic coil in air-handling units and built-up central systems shall be the following:
 - 1. Industrial-style, liquid-in-glass type.
 - 2. Test plug with EPDM self-sealing rubber inserts.
- D. Thermometer stems shall be of length to match thermowell insertion length.

3.5 THERMOMETER SCALE-RANGE SCHEDULE

- A. Scale Range for Chilled-Water Piping: 0 to 100 deg F.
- B. Scale Range for Heating, Hot-Water Piping: 20 to 240 deg F.

3.6 PRESSURE-GAGE SCHEDULE

- A. Pressure gages at discharge of each pressure-reducing valve shall be the following:
 - 1. Liquid-filled or sealed, direct-mounted, metal case.
 - 2. Test plug with EPDM self-sealing rubber inserts.
- B. Pressure gages at suction and discharge of each pump shall be the following:
 - 1. Liquid-filled or sealed, direct-mounted, metal case.
 - 2. Test plug with EPDM self-sealing rubber inserts.

3.7 PRESSURE-GAGE SCALE-RANGE SCHEDULE

- A. Scale Range for Chilled-Water Piping: 0 to 200 psi.
- B. Scale Range for Heating, Hot-Water Piping: 0 to 200 psi.

END OF SECTION 23 05 19

SECTION 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Equipment labels.
 - 2. Warning signs and labels.
 - 3. Pipe labels.
 - 4. Valve tags.
 - 5. Warning tags.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Equipment Label Schedule: Include a listing of all equipment to be labeled with the proposed content for each label.
- C. Valve numbering scheme.
- D. Valve Schedules: For each piping system to include in maintenance manuals.

1.4 COORDINATION

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Coordinate installation of identifying devices with locations of access panels and doors.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 LETTERING AND GRAPHICS

- A. Coordinate names, abbreviations and other designations used in mechanical identification work with corresponding designations shown pre-existing, specified or scheduled. Provide numbers, lettering and wording as indicated or, if not otherwise indicated, as recommended by manufacturers or as required for proper identification and operation/maintenance of mechanical systems and equipment.
- B. Multiple Systems: Where multiple systems of same generic name are shown and specified, provide identification which indicates individual system number as well as service (for example: Boiler No. 1; AHU-1; etc.).

2.2 EQUIPMENT LABELS

A. Plastic Labels for Equipment:

1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch or 1/8 inch thick, and having predrilled holes for attachment hardware.
2. Letter Color: Black.
3. Background Color: Yellow.
4. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
5. Minimum Label Size: Length and width vary for required label content, but not less than 5 inches x 4 inches.
6. Minimum Letter Size: 1/4 inch for principal lettering; include secondary lettering two-thirds to three-fourths the size of principal lettering.
7. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

B. Label Content: Include equipment's unique equipment number, areas served (use actual room numbers used at the facility – not architectural room numbers, substantial completion date (S.C.D.), extended warranty period, number and size of filters and capacity. The following are examples of labeling to be used:

1. Air Handling Units:

AHU-1 (Classrooms #212, 213, 214 & 215)

S.C.D.: 06/01/2011

Filters: 4(24x24x2 inch)

2(24x12x2 inch)

Capacity: 4000 CFM @ 1.0 inch ESP

2. Condensing Units:

CU-1 (Office #202 & 203)

S.C.D.: S.C.D.: 06/01/20011 (5 years Comp. Warranty)

Capacity: 3 Tons

3. Fan Coil Units:

FCU-2 (Office #122 & Storage #122A)

S.C.D.: S.C.D.: 06/01/2011

Filters: 1(60x10x1 inch)

Capacity: 1200 CFM

4. Use similar protocol for Chillers, Boilers, Pumps, Fans, and VFD's.

C. A phenol tag (3" x 2") shall visually identify all VAV boxes with the box number engraved on it, permanently attached by screws to the ceiling grid directly under the VAV box.

D. A phenol tag (3" x 2") shall visually identify all HVAC hydronic system isolating valves, permanently attached by screws to the ceiling grid directly under the valves.

E. Equipment Label Schedule: For each item of equipment to be labeled, on 8-1/2-by-11-inch bond paper. Tabulate equipment identification number and identify Drawing numbers where equipment is indicated (plans, details, and schedules), plus the Specification Section number and title where equipment is specified. Equipment schedule shall be included in operation and maintenance data.

2.3 WARNING SIGNS AND LABELS

A. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch > thick, and having predrilled holes for attachment hardware.

B. Letter Color: Comply with ANSI A13.1, except where another color selection is indicated.

C. Maximum Temperature: Able to withstand temperatures up to 160 deg F.

- D. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
- E. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
- F. Fasteners: Stainless-steel self-tapping screws.
- G. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- H. Label Content: Include caution and warning information, plus emergency notification instructions.

2.4 VALVE TAGS

- A. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch numbers.
 - 1. Tag Material: Brass, polished finish, minimum 19-gauge, and having predrilled or stamped holes for attachment hardware.
 - 2. Fasteners: Solid brass chain (wire link or beaded type); size as required for attaching tags.
 - 3. Tag Size: 1-1/2-inch diameter, except as otherwise indicated.
- B. Valve Schedules: For each piping system, on 8-1/2-by-11-inch bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (room or space), normal-operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.
 - 1. Valve-tag schedule shall be included in operation and maintenance data.
 - 2. Valve schedule shall be mounted in Boiler Room in frame on wall.

2.5 WARNING TAGS

- A. Warning Tags: Preprinted or partially preprinted, accident-prevention tags, of plasticized card stock with matte finish suitable for writing.
 - 1. Size: Approximately 4 by 7 inches.
 - 2. Fasteners: Brass grommet and wire.
 - 3. Nomenclature: Large-size primary caption such as "DANGER," "CAUTION," or "DO NOT OPERATE."
 - 4. Color: Yellow background with black lettering.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

3.2 EQUIPMENT LABEL INSTALLATION

- A. Install or permanently fasten labels on each major item of mechanical equipment.
 - 1. Major mechanical equipment shall include:
 - a. Pumps
- B. Locate equipment labels where accessible and visible.

3.3 VALVE-TAG INSTALLATION

- A. Install tags on valves and control devices in piping systems, except check valves; valves within factory-fabricated equipment units; shutoff valves; faucets; convenience and lawn-watering hose connections; and HVAC terminal devices and similar roughing-in connections of end-use fixtures and units. List tagged valves in a valve schedule.
- B. Valve-Tag Application Schedule: Tag valves according to size, shape, and color scheme and with captions similar to those indicated in the following subparagraphs:
 - 1. Valve-Tag Size and Shape:
 - a. Chilled Water: 1-1/2 inches round
 - b. Hot Water: 1-1/2 inches round
 - c. Gas: 1-1/2 inches round
 - 2. Valve-Tag Color:
 - a. Chilled Water: Blue
 - b. Hot Water: Red
 - c. Gas: Yellow
 - 3. Letter Color:
 - a. Chilled Water: White
 - b. Hot Water: White
 - c. Gas: White

3.4 WARNING-TAG INSTALLATION

- A. Write required message on, and attach warning tags to, equipment and other items where required.

END OF SECTION 230553

SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Testing all mechanical equipment by TAB Specialist to determine that performance is in compliance with requirements of the contract documents, and adjusting and balancing of systems so that fluid quantities are delivered to locations as required by the contract documents and that the temperature, humidity, and volume may be controlled in accordance with design intent and space requirements.
 - 2. Testing all instructional and performance spaces and report acoustical performance information.
 - 3. Coordination and enabling of testing and balancing activities by Contractor and Mechanical Installer.
 - 4. TAB work shall not imply a guarantee of Mechanical system, nor shall it relieve Contractor or equipment manufacturers of their responsibilities under the contract documents.
 - 5. Balancing Air Systems:
 - a. Constant-volume air systems.
 - b. Multizone systems.
 - c. Exhaust systems
 - 6. Balancing Hydronic Piping Systems:
 - a. Constant-flow hydronic systems.
- B. The Owner will hire an independent Commissioning Agent to commission the Work; however, this shall not relieve the Contractor of his responsibilities. Refer to commissioning plan portion of the specifications. Contractor shall provide all required labor and/or material to comply with the commissioning plan.
- C. Work in this section shall be contracted directly by the Contractor. The Mechanical Installer shall coordinate work with the TAB Specialist.

1.3 DEFINITIONS

- A. AABC: Associated Air Balance Council.
- B. NEBB: National Environmental Balancing Bureau.
- C. TAB: Testing, adjusting, and balancing.
- D. TABB: Testing, Adjusting, and Balancing Bureau.
- E. TAB Specialist: An entity engaged to perform TAB Work.

1.4 ACTION SUBMITTALS

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: Within 30 days of Contractor's Notice to Proceed, submit documentation that the TAB contractor and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- B. Contract Documents Examination Report: Within 30 days of Contractor's Notice to proceed, submit the Contract Documents review report as specified in Part 3.
- C. Strategies and Procedures Plan: Within 30 days of Contractor's Notice to Proceed, submit TAB strategies and step-by-step procedures as specified in "Preparation" Article.
- D. Certified TAB reports.
- E. Instrument calibration reports, to include the following:
 - 1. Instrument type and make.
 - 2. Serial number.
 - 3. Application.
 - 4. Dates of use.
 - 5. Dates of calibration.

1.6 QUALITY ASSURANCE

- A. Qualifications: Testing and balancing shall be performed by certified, independent firm approved by Owner, specializing in testing and balancing of mechanical systems that is acceptable to Owner, employing full time employees qualified to perform work of this Section. TAB Specialist shall be a member of the Associated Air Balance Council or NEBB.
- B. TAB Specialist's Supervising Engineer: Qualified professional engineer who is a full-time employee of TAB Specialist firm and experienced in supervising work required by this Section.
- C. Instrumentation Type, Quantity, Accuracy, and Calibration: As described in ASHRAE 111, Section 5, "Instrumentation."
- D. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."
- E. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.7.2.3 - "System Balancing."

1.7 PROJECT CONDITIONS

- A. Testing and balance shall not begin until the system has been completed and is in full working order. The Mechanical Installer shall put all heating, ventilating, and air conditioning systems and equipment into full operation and shall continue the operation of same during each working day of testing and balancing.

1.8 COORDINATION

- A. Notice: Provide seven days' advance notice for each test. Include scheduled test dates and times.
- B. Perform TAB after leakage and pressure tests on air and water distribution systems have been satisfactorily completed.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 TAB SPECIALISTS

- A. Engage TAB Specialists approved by Owner, or submit qualifications of proposed TAB Specialist prior to bid in accordance with requirements of Division 00 Bidding Requirements.

3.2 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.
- B. Examine systems for installed balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.
- D. Examine design data including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.
- E. Examine ceiling plenums used for supply, return, or relief air to verify that they meet the leakage class of connected ducts as specified in Section 233113 "Metal Ducts" and are properly separated from adjacent areas. Verify that penetrations in plenum walls are sealed and fire-stopped if required.
- F. Examine equipment performance data including fan and pump curves.
 - 1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
 - 2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed conditions.
- G. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
- H. Examine test reports specified in individual system and equipment Sections.
- I. Examine HVAC equipment and filters and verify that bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.
- J. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible and their controls are connected and functioning.
- K. Examine strainers. Verify that startup screens are replaced by permanent screens with indicated perforations.
- L. Examine three-way valves for proper installation for their intended function of diverting or mixing fluid flows.

- M. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- N. Examine system pumps to ensure absence of entrained air in the suction piping.
- O. Examine operating safety interlocks and controls on HVAC equipment.
- P. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.3 PREPARATION

- A. Prepare a TAB plan that includes strategies and step-by-step procedures.
- B. Upon completion of items of work required and prior to the commencement of TAB, the mechanical contractor shall thoroughly clean all dirt and debris from equipment, ducts, piping systems, fixtures, strainers, and other accessories.
 - 1. All bearings, gear boxes, wearing surfaces, or other equipment components requiring lubrication shall be properly serviced as recommended by the equipment manufacturer, and shall be tagged with the date of service and type of lubricant used. All specified cleaning and protective devices shall then be installed in equipment, piping, plenums, ductwork, etc., and systems shall be placed in continuous operation.
 - 2. All fans shall have been in operation for at least twenty-four hours prior to the start of testing and balancing so that initial stretch of drive belts will have taken place, and all other mechanical equipment, including temperature and operating control devices shall have been adjusted and calibrated for complete and functional operating service.
- C. Provide the TAB Specialist copies of all approved equipment, specialties, and control submittal data, together with a set of contract plans and specifications.
- D. Provide all thermometer wells, pressure gauge connections, capped duct thermometer openings, as required by the Testing and Balancing Agent. The TAB Specialist shall assist the Mechanical Installer in locating these devices as the job progresses.
- E. Provide sufficient time from the complete installation of all systems to the final established completion date of this project so that testing and balancing can be accomplished.
- F. Complete system-readiness checks and prepare 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. Balance, smoke, and 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.
 - 8. Windows and doors can be closed so indicated conditions for system operations can be met.

3.4 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Total System Balance" or NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" and in this Section.
 - 1. Comply with requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."

- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures.
 - 1. After testing and balancing, patch probe holes in ducts with plastic plugs.
 - 2. After testing and balancing, install duct access doors that comply with requirements in Section 233300 "Air Duct Accessories."
 - 3. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish according to Section 230713 "Duct Insulation," Section 230716 "HVAC Equipment Insulation," and Section 230719 "HVAC Piping Insulation."
- C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

3.5 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems' "as-built" duct layouts.
- C. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.
- D. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.
- E. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- F. Verify that motor starters are equipped with properly sized thermal protection.
- G. Check dampers for proper position to achieve desired airflow path.
- H. Check for airflow blockages.
- I. Check condensate drains for proper connections and functioning.
- J. Check for proper sealing of air-handling-unit components.
- K. Verify that air duct system is sealed.
- L. Verify and note the locations of the pressure switches on all hydronic systems.
- M. Verify motor rotation on all 3 phase motors.

3.6 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

- A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.
 - 1. Measure total airflow.
 - a. Where sufficient space in ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow.
 - 2. Measure fan static pressures as follows to determine actual static pressure:

- a. Measure outlet static pressure as far downstream from the fan as practical and upstream from restrictions in ducts such as elbows and transitions.
 - b. Measure static pressure directly at the fan outlet or through the flexible connection.
 - c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from the flexible connection, and downstream from duct restrictions.
 - d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.
 3. Measure static pressure across each component that makes up an air-handling unit, rooftop unit, and other air-handling and -treating equipment.
 - a. Report the cleanliness status of filters and the time static pressures are measured.
 4. Measure static pressures entering and leaving other devices, such as sound traps, heat-recovery equipment, and air washers, under final balanced conditions.
 5. Review Record Documents to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.
 6. Obtain approval from Engineer for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in HVAC Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.
 7. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload will occur. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.
 - B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows within specified tolerances.
 1. Measure airflow of submain and branch ducts.
 - a. Where sufficient space in submain and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow for that zone.
 2. Measure static pressure at a point downstream from the balancing damper, and adjust volume dampers until the proper static pressure is achieved.
 3. Remeasure each submain and branch duct after all have been adjusted. Continue to adjust submain and branch ducts to indicated airflows within specified tolerances.
 - C. Measure air outlets and inlets without making adjustments.
 1. Measure terminal outlets using a direct-reading hood or outlet manufacturer's written instructions and calculating factors.
 - D. Adjust air outlets and inlets for each space to indicated airflows within specified tolerances of indicated values. Make adjustments using branch volume dampers rather than extractors and the dampers at air terminals.
 1. Adjust each outlet in same room or space to within specified tolerances of indicated quantities without generating noise levels above the limitations prescribed by the Contract Documents.
 2. Adjust patterns of adjustable outlets for proper distribution without drafts.
- 3.7 GENERAL PROCEDURES FOR HYDRONIC SYSTEMS
- A. Prepare test reports with pertinent design data, and number in sequence starting at pump to end of system. Check the sum of branch-circuit flows against the approved pump flow rate. Correct variations that exceed plus or minus 5 percent.
 - B. Prepare schematic diagrams of systems' "as-built" piping layouts.
 - C. 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 liquid level in expansion tank.
3. Check makeup water-station pressure gage for adequate pressure for highest vent.
4. Check flow-control valves for specified sequence of operation, and set at indicated flow.
5. Set differential-pressure control valves at the specified differential pressure. Do not set at fully closed position when pump is positive-displacement type unless several terminal valves are kept open.
6. Set system controls so automatic valves are wide open to heat exchangers.
7. Check pump-motor load. If motor is overloaded, throttle main flow-balancing device so motor nameplate rating is not exceeded.
8. Check air vents for a forceful liquid flow exiting from vents when manually operated.

3.8 PROCEDURES FOR CONSTANT-FLOW HYDRONIC SYSTEMS

- A. Measure water flow at pumps. Use the following procedures except for positive-displacement pumps:
 1. Verify impeller size by operating the pump with the discharge valve closed. Read pressure differential across the pump. Convert pressure to head and correct for differences in gage heights. Note the point on manufacturer's pump curve at zero flow and verify that the pump has the intended impeller size.
 - a. If impeller sizes must be adjusted to achieve pump performance, obtain approval from Engineer.
 2. Check system resistance. With all valves open, read pressure differential across the pump and mark pump manufacturer's head-capacity curve. Adjust pump discharge valve until indicated water flow is achieved.
 - a. Monitor motor performance during procedures and do not operate motors in overload conditions.
 3. 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.
 4. Report flow rates that are not within plus or minus 10 percent of design.
- B. Measure flow at all automatic flow control valves to verify that valves are functioning as designed.
- C. Measure flow at all pressure-independent characterized control valves, with valves in fully open position, to verify that valves are functioning as designed.
- D. Set calibrated balancing valves, if installed, at calculated presettings.
- E. 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.
- F. Measure flow at main balancing station and set main balancing device to achieve flow that is 5 percent greater than indicated flow.
- G. 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.
- H. Measure pump flow rate and make final measurements of pump amperage, voltage, rpm, pump heads, and systems' pressures and temperatures including outdoor-air temperature.

- I. Measure the differential-pressure-control-valve settings existing at the conclusion of balancing.
- J. Check settings and operation of each safety valve. Record settings.

3.9 PROCEDURES FOR CHILLERS

- A. Balance water flow through each evaporator [and condenser to within specified tolerances of indicated flow with all pumps operating. With only one chiller operating in a multiple chiller installation, do not exceed the flow for the maximum tube velocity recommended by the chiller manufacturer. Measure and record the following data with each chiller operating at design conditions:
 - 1. Evaporator-water entering and leaving temperatures, pressure drop, and water flow.
 - 2. For water-cooled chillers, condenser-water entering and leaving temperatures, pressure drop, and water flow.
 - 3. Evaporator and condenser refrigerant temperatures and pressures, using instruments furnished by chiller manufacturer.
 - 4. Power factor if factory-installed instrumentation is furnished for measuring kilowatts.
 - 5. Kilowatt input if factory-installed instrumentation is furnished for measuring kilowatts.
 - 6. Capacity: Calculate in tons of cooling.
 - 7. For air-cooled chillers, verify condenser-fan rotation and record fan and motor data including number of fans and entering- and leaving-air temperatures.

3.10 PROCEDURES FOR BOILERS

- A. Hydronic Boilers: Measure and record entering- and leaving-water temperatures and water flow.

3.11 TOLERANCES

- A. Set HVAC system's air flow rates and water flow rates within the following tolerances:
 - 1. Supply, Return, and Exhaust Fans and Equipment with Fans: minus 5 percent to plus 10 percent.
 - 2. Outside air: zero to plus 10 percent
 - 3. VAV boxes: plus or minus 5 percent
 - 4. Air Outlets and Inlets: Plus or minus 10 percent
 - 5. Pressurized rooms (positive): supply plus 5 percent, exhaust/return minus 5 percent (room offset tolerance plus 10 percent)
 - 6. Pressurized rooms (negative): supply minus 5 percent, exhaust/return plus 5 percent (room offset tolerance plus 10 percent)
 - 7. Heating-Water Flow Rate: Plus or minus 5 percent
 - 8. Cooling-Water Flow Rate: Plus or minus 5 percent.

3.12 REPORTING

- A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for systems' balancing devices. Recommend changes and additions to systems' balancing devices to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance measuring and balancing devices.

3.13 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
 - 1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
 - 2. Include a list of instruments used for procedures, along with proof of calibration.

- B. Final Report Contents: In addition to certified field-report data, include the following:
1. Pump curves.
 2. Fan curves.
 3. Manufacturers' test data.
 4. Field test reports prepared by system and equipment installers.
 5. Other information relative to equipment performance; do not include Shop Drawings and product data.
- C. General Report Data: In addition to form titles and entries, include the following data:
1. Title page.
 2. Name and address of the TAB contractor.
 3. Project name.
 4. Project location.
 5. Architect's name and address.
 6. Engineer's name and address.
 7. Contractor's name and address.
 8. Report date.
 9. Signature of TAB supervisor who certifies the report.
 10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
 11. Summary of contents including the following:
 - a. Indicated versus final performance.
 - b. Notable characteristics of systems.
 - c. Description of system operation sequence if it varies from the Contract Documents.
 12. Nomenclature sheets for each item of equipment.
 13. Data for terminal units, including manufacturer's name, type, size, and fittings.
 14. Notes to explain why certain final data in the body of reports vary from indicated values.
 15. Test conditions for fans and pump performance forms including the following:
 - a. Settings for outdoor-, return-, and exhaust-air dampers.
 - b. Conditions of filters.
 - c. Cooling coil, wet- and dry-bulb conditions.
 - d. Face and bypass damper settings at coils.
 - e. Fan drive settings including settings and percentage of maximum pitch diameter.
 - f. Inlet vane settings for variable-air-volume systems.
 - g. Settings for supply-air, static-pressure controller.
 - h. Other system operating conditions that affect performance.
- D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:
1. Quantities of outdoor, supply, return, and exhaust airflows.
 2. Water and steam flow rates.
 3. Duct, outlet, and inlet sizes.
 4. Pipe and valve sizes and locations.
 5. Terminal units.
 6. Balancing stations.
 7. Position of balancing devices.
- E. Air-Handling-Unit Test Reports: For air-handling units with coils, include the following:
1. Unit Data:
 - a. Unit identification.
 - b. Location.
 - c. Make and type.
 - d. Model number and unit size.
 - e. Manufacturer's serial number.
 - f. Unit arrangement and class.

- g. Discharge arrangement.
 - h. Sheave make, size in inches and bore.
 - i. Center-to-center dimensions of sheave, and amount of adjustments in inches.
 - j. Number, make, and size of belts.
 - k. Number, type, and size of filters.
 - 2. Motor Data:
 - a. Motor make, and frame type and size.
 - b. Horsepower and rpm.
 - c. Volts, phase, and hertz.
 - d. Full-load amperage and service factor.
 - e. Sheave make, size in inches, and bore.
 - f. Center-to-center dimensions of sheave, and amount of adjustments in inches.
 - 3. Test Data (Indicated and Actual Values):
 - a. Total air flow rate in cfm.
 - b. Total system static pressure in inches wg.
 - c. Fan rpm.
 - d. Discharge static pressure in inches wg.
 - e. Filter static-pressure differential in inches wg.
 - f. Preheat-coil static-pressure differential in inches wg.
 - g. Cooling-coil static-pressure differential in inches wg.
 - h. Heating-coil static-pressure differential in inches wg.
 - i. Outdoor airflow in cfm.
 - j. Return airflow in cfm.
 - k. Outdoor-air damper position.
 - l. Return-air damper position.
 - m. Vortex damper position.
- F. Apparatus-Coil Test Reports:
- 1. Coil Data:
 - a. System identification.
 - b. Location.
 - c. Coil type.
 - d. Number of rows.
 - e. Fin spacing in fins per inch o.c.
 - f. Make and model number.
 - g. Circuiting arrangement.
 - 2. Test Data (Indicated and Actual Values):
 - a. Air flow rate in cfm.
 - b. Average face velocity in fpm.
 - c. Air pressure drop in inches wg.
 - d. Outdoor-air, wet- and dry-bulb temperatures in deg F.
 - e. Return-air, wet- and dry-bulb temperatures in deg F.
 - f. Entering-air, wet- and dry-bulb temperatures in deg F.
 - g. Leaving-air, wet- and dry-bulb temperatures in deg F.
 - h. Water flow rate in gpm.
 - i. Water pressure differential in feet of head or psig.
 - j. Entering-water temperature in deg F.
 - k. Leaving-water temperature in deg F.
 - l. Refrigerant expansion valve and refrigerant types.
 - m. Refrigerant suction pressure in psig.
 - n. Refrigerant suction temperature in deg F.
 - o. Inlet steam pressure in psig.
- G. Gas- Fired Heat Apparatus Test Reports: In addition to manufacturer's factory startup equipment reports, include the following:

1. Unit Data:
 - a. System identification.
 - b. Location.
 - c. Make and type.
 - d. Model number and unit size.
 - e. Manufacturer's serial number.
 - f. Fuel type in input data.
 - g. Output capacity in Btu/h.
 - h. Ignition type.
 - i. Burner-control types.
 - j. Motor horsepower and rpm.
 - k. Motor volts, phase, and hertz.
 - l. Motor full-load amperage and service factor.
 - m. Sheave make, size in inches, and bore.
 - n. Center-to-center dimensions of sheave, and amount of adjustments in inches.
 2. Test Data (Indicated and Actual Values):
 - a. Total air flow rate in cfm.
 - b. Entering-air temperature in deg F.
 - c. Leaving-air temperature in deg F.
 - d. Air temperature differential in deg F.
 - e. Entering-air static pressure in inches wg.
 - f. Leaving-air static pressure in inches wg.
 - g. Air static-pressure differential in inches wg.
 - h. Low-fire fuel input in Btu/h.
 - i. High-fire fuel input in Btu/h.
 - j. Manifold pressure in psig.
 - k. High-temperature-limit setting in deg F.
 - l. Operating set point in Btu/h.
 - m. Motor voltage at each connection.
 - n. Motor amperage for each phase.
 - o. Heating value of fuel in Btu/h.
- H. Fan Test Reports: For supply, return, and exhaust fans, include the following:
1. Fan Data:
 - a. System identification.
 - b. Location.
 - c. Make and type.
 - d. Model number and size.
 - e. Manufacturer's serial number.
 - f. Arrangement and class.
 - g. Sheave make, size in inches, and bore.
 - h. Center-to-center dimensions of sheave, and amount of adjustments in inches.
 2. Motor Data:
 - a. Motor make, and frame type and size.
 - b. Horsepower and rpm.
 - c. Volts, phase, and hertz.
 - d. Full-load amperage and service factor.
 - e. Sheave make, size in inches, and bore.
 - f. Center-to-center dimensions of sheave, and amount of adjustments in inches.
 - g. Number, make, and size of belts.
 3. Test Data (Indicated and Actual Values):
 - a. Total airflow rate in cfm.
 - b. Total system static pressure in inches wg.
 - c. Fan rpm.
 - d. Discharge static pressure in inches wg.

- e. Suction static pressure in inches wg.
- I. Round, Flat-Oval, and Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:
 - 1. Report Data:
 - a. System and air-handling-unit number.
 - b. Location and zone.
 - c. Traverse air temperature in deg F.
 - d. Duct static pressure in inches wg.
 - e. Duct size in inches.
 - f. Duct area in sq. ft..
 - g. Indicated air flow rate in cfm.
 - h. Indicated velocity in fpm.
 - i. Actual air flow rate in cfm.
 - j. Actual average velocity in fpm.
 - k. Barometric pressure in psig.
- J. Air-Terminal-Device Reports:
 - 1. Unit Data:
 - a. System and air-handling unit identification.
 - b. Location and zone.
 - c. Apparatus used for test.
 - d. Area served.
 - e. Make.
 - f. Number from system diagram.
 - g. Type and model number.
 - h. Size.
 - i. Effective area in sq. ft.
 - 2. Test Data (Indicated and Actual Values):
 - a. Air flow rate in cfm.
 - b. Air velocity in fpm.
 - c. Preliminary air flow rate as needed in cfm.
 - d. Preliminary velocity as needed in fpm.
 - e. Final air flow rate in cfm.
 - f. Final velocity in fpm.
 - g. Space temperature in deg F.
- K. System-Coil Reports: For reheat coils and water coils of terminal units, include the following:
 - 1. Unit Data:
 - a. System and air-handling-unit identification.
 - b. Location and zone.
 - c. Room or riser served.
 - d. Coil make and size.
 - e. Flowmeter type.
 - 2. Test Data (Indicated and Actual Values):
 - a. Air flow rate in cfm.
 - b. Entering-water temperature in deg F.
 - c. Leaving-water temperature in deg F.
 - d. Water pressure drop in feet of head or psig.
 - e. Entering-air temperature in deg F.
 - f. Leaving-air temperature in deg F.
- L. Pump Test Reports: Calculate impeller size by plotting the shutoff head on pump curves and include the following:
 - 1. Unit Data:

- a. Unit identification.
 - b. Location.
 - c. Service.
 - d. Make and size.
 - e. Model number and serial number.
 - f. Water flow rate in gpm.
 - g. Water pressure differential in feet of head or psig.
 - h. Required net positive suction head in feet of head or psig.
 - i. Pump rpm.
 - j. Impeller diameter in inches.
 - k. Motor make and frame size.
 - l. Motor horsepower and rpm.
 - m. Voltage at each connection.
 - n. Amperage for each phase.
 - o. Full-load amperage and service factor.
 - p. Seal type.
 - 2. Test Data (Indicated and Actual Values):
 - a. Static head in feet of head or psig.
 - b. Pump shutoff pressure in feet of head or psig.
 - c. Actual impeller size in inches.
 - d. Full-open flow rate in gpm.
 - e. Full-open pressure in feet of head or psig.
 - f. Final discharge pressure in feet of head or psig.
 - g. Final suction pressure in feet of head or psig.
 - h. Final total pressure in feet of head or psig.
 - i. Final water flow rate in gpm.
 - j. Voltage at each connection.
 - k. Amperage for each phase.
- M. Instrument Calibration Reports:
- 1. Report Data:
 - a. Instrument type and make.
 - b. Serial number.
 - c. Application.
 - d. Dates of use.
 - e. Dates of calibration.
- 3.14 INSPECTIONS
- A. Final Inspection:
- 1. After initial inspection is complete and documentation by random checks verifies that testing and balancing are complete and accurately documented in the final report, request that a final inspection be made by Commissioning Authority.
 - 2. Commissioning Authority shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day.
 - 3. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."
 - 4. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.
- B. TAB Work will be considered defective if it does not pass final inspections. If TAB Work fails, proceed as follows:

1. Recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection.
2. If the second final inspection also fails, Owner may contract the services of another TAB contractor to complete TAB Work according to the Contract Documents and deduct the cost of the services from the original TAB contractor's final payment.

C. Prepare test and inspection reports.

3.15 ADDITIONAL TESTS

- A. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional TAB during near-peak summer and winter conditions.

END OF SECTION 230593

SECTION 230719 - HVAC PIPING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes insulating the following HVAC piping systems:
 - 1. Chilled water piping insulation.
 - 2. Hot water piping insulation.

1.3 ACCEPTABLE MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Aeroflex
 - 2. Armacell
 - 3. Certain Teed Corp.
 - 4. Johns Manville
 - 5. Knauf Insulation
 - 6. Owens Corning
 - 7. Pittsburg Corning Corp.
 - 8. Dyplast Products

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory and field applied if any).

1.5 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
 - 2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.7 COORDINATION

- A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."

- B. Coordinate clearance requirements with piping Installer for piping insulation application. Coordinate installation and testing of heat tracing.

1.8 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in "Piping Insulation Schedule, General," "Indoor Piping Insulation Schedule," "Outdoor, Aboveground Piping Insulation Schedule," and "Outdoor, Underground Piping Insulation Schedule" articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. Cellular Glass: Inorganic, incombustible, foamed or cellulated glass with annealed, rigid, hermetically sealed cells. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
 - 1. Block Insulation: ASTM C 552, Type I.
 - 2. Special-Shaped Insulation: ASTM C 552, Type III.
 - 3. Board Insulation: ASTM C 552, Type IV.
 - 4. Preformed Pipe Insulation without Jacket: Comply with ASTM C 552, Type II, Class 1.
 - 5. Preformed Pipe Insulation with Factory-Applied [ASJ] [ASJ-SSL]: Comply with ASTM C 552, Type II, Class 2.
 - 6. Factory fabricate shapes according to ASTM C 450 and ASTM C 585.
- G. Flexible Elastomeric Insulation: Closed-cell materials. Comply with ASTM C 534, Type I for tubular materials.
- H. Mineral Mineral-Fiber, Preformed Pipe Insulation:
 - 1. Type I, 850 deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ-SSL. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
- I. Mineral-Fiber, Pipe Insulation Wicking System: Preformed pipe insulation complying with ASTM C 547, Type I, Grade A, with absorbent cloth factory applied to the entire inside surface of preformed pipe insulation and extended through the longitudinal joint to outside surface of insulation under insulation jacket. Factory apply a white, polymer, vapor-retarder jacket with self-sealing adhesive tape seam and evaporation holes running continuously along the longitudinal seam, exposing the absorbent cloth.

- J. Polyolefin: Unicellular, polyethylene thermal plastic insulation. Comply with ASTM C 534 or ASTM C 1427, Type I, Grade 1 for tubular materials and Type II, Grade 1 for sheet materials.
- K. Phenolic:

See Editing Instruction No. 1 in the Evaluations for cautions about naming manufacturers and products. See Division 01 Section "Product Requirements."

- 1. Preformed pipe insulation of rigid, expanded, closed-cell structure. Comply with ASTM C 1126, Type III, Grade 1.
- 2. Block insulation of rigid, expanded, closed-cell structure. Comply with ASTM C 1126, Type II, Grade 1.
- 3. Factory fabricate shapes according to ASTM C 450 and ASTM C 585.
- 4. Factory-Applied Jacket: Requirements are specified in "Factory-Applied Jackets" Article.
 - a. Preformed Pipe Insulation: ASJ.
 - b. Board for Duct and Plenum Applications: ASJ.
 - c. Board for Equipment Applications: ASJ.

2.2 INSULATING CEMENTS

- A. Expanded or Exfoliated Vermiculite Insulating Cement: Comply with ASTM C 196.

2.3 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
- B. Cellular-Glass Adhesive: Two-component, thermosetting urethane adhesive containing no flammable solvents, with a service temperature range of minus 100 to plus 200 deg F.
 - 1. Products: Subject to compliance with requirements, [provide the following] [provide one of the following] [available products that may be incorporated into the Work include, but are not limited to, the following]:
 - a. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 81-84.
 - 2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- C. Flexible Elastomeric and Polyolefin Adhesive: Comply with MIL-A-24179A, Type II, Class I.
 - 1. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - 2. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- D. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
 - 1. For indoor applications, use adhesive that has a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- E. ASJ Adhesive, and FSK and PVDC Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
 - 1. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

F. PVC Jacket Adhesive: Compatible with PVC jacket.

1. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
2. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.4 MASTICS

1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below-ambient services.

1. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry film thickness.
2. Service Temperature Range: Minus 20 to plus 180 deg F.
3. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
4. Color: White.

C. Vapor-Barrier Mastic: Solvent based; suitable for outdoor use on below-ambient services.

1. Water-Vapor Permeance: ASTM F 1249, 0.05 perm at 30-mil dry film thickness.
2. Service Temperature Range: Minus 50 to plus 220 deg F.

D. Breather Mastic: Water based; suitable for indoor and outdoor use on above-ambient services.

1. Water-Vapor Permeance: ASTM F 1249, 1.8 perms at 0.0625-inch dry film thickness.
2. Service Temperature Range: Minus 20 to plus 180 deg F.
3. Solids Content: 60 percent by volume and 66 percent by weight.
4. Color: White.

2.5 LAGGING ADHESIVES

1. For indoor applications, use lagging adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
2. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over pipe insulation.
3. Service Temperature Range: 0 to plus 180 deg F.
4. Color: White.

2.6 SEALANTS

A. Joint Sealants:

1. Joint Sealants for Cellular-Glass, Phenolic, and Polyisocyanurate Products: Subject to compliance with requirements, [provide the following] [provide one of the following] [available products that may be incorporated into the Work include, but are not limited to, the following]:
 - a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-76.
 - b. Eagle Bridges - Marathon Industries; 405.
 - c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 30-45.
 - d. Mon-Eco Industries, Inc.; 44-05.
 - e. Pittsburgh Corning Corporation; Pittseal 444.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Permanently flexible, elastomeric sealant.

4. Service Temperature Range: Minus 100 to plus 300 deg F.
5. Color: White or gray.
6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealants shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.7 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
 1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
 2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
 3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.
 4. FSP Jacket: Aluminum-foil, fiberglass-reinforced scrim with polyethylene backing; complying with ASTM C 1136, Type II.
 5. PVDC Jacket for Indoor Applications: 4-mil-thick, white PVDC biaxially oriented barrier film with a permeance at 0.02 perm when tested according to ASTM E 96/E 96M and with a flame-spread index of 5 and a smoke-developed index of 20 when tested according to ASTM E 84.
 6. PVDC Jacket for Outdoor Applications: 6-mil-thick, white PVDC biaxially oriented barrier film with a permeance at 0.01 perm when tested according to ASTM E 96/E 96M and with a flame-spread index of 5 and a smoke-developed index of 25 when tested according to ASTM E 84.
 7. PVDC-SSL Jacket: PVDC jacket with a self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip.
 8. Vinyl Jacket: White vinyl with a permeance of 1.3 perms when tested according to ASTM E 96/E 96M, Procedure A, and complying with NFPA 90A and NFPA 90B.

2.8 FIELD-APPLIED FABRIC-REINFORCING MESH

- A. Woven Glass-Fiber Fabric: Approximately 2 oz./sq. yd. with a thread count of 10 strands by 10 strands/sq. in. for covering pipe and pipe fittings.
- B. Woven Polyester Fabric: Approximately 1 oz./sq. yd. with a thread count of 10 strands by 10 strands/sq. in., in a Leno weave, for pipe.

2.9 FIELD-APPLIED CLOTHS

- A. Woven Glass-Fiber Fabric: Comply with MIL-C-20079H, Type I, plain weave, and presized a minimum of 8 oz./sq. yd.

2.10 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.
- B. FSK Jacket: Aluminum-foil-face, fiberglass-reinforced scrim with kraft-paper backing.
- C. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D 1784, Class 16354-C; thickness as scheduled; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.
 1. Adhesive: As recommended by jacket material manufacturer.
 2. Color: Color-code jackets based on system. Color as selected by Architect.

3. Factory-fabricated fitting covers to match jacket if available; otherwise, field fabricate.
 - a. Shapes: 45- and 90-degree, short- and long-radius elbows, tees, valves, flanges, unions, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply covers for lavatories.

2.11 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.
 1. Width: 3 inches.
 2. Thickness: 11.5 mils.
 3. Adhesion: 90 ounces force/inch in width.
 4. Elongation: 2 percent.
 5. Tensile Strength: 40 lbf/inch in width.
 6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.
- B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.
 1. Width: 3 inches.
 2. Thickness: 6.5 mils.
 3. Adhesion: 90 ounces force/inch in width.
 4. Elongation: 2 percent.
 5. Tensile Strength: 40 lbf/inch in width.
 6. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.
- C. PVC Tape: White vapor-retarder tape matching field-applied PVC jacket with acrylic adhesive; suitable for indoor and outdoor applications.
 1. Width: 2 inches.
 2. Thickness: 6 mils.
 3. Adhesion: 64 ounces force/inch in width.
 4. Elongation: 500 percent.
 5. Tensile Strength: 18 lbf/inch in width.
- D. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.
 1. Width: 2 inches.
 2. Thickness: 3.7 mils.
 3. Adhesion: 100 ounces force/inch in width.
 4. Elongation: 5 percent.
 5. Tensile Strength: 34 lbf/inch in width.
- E. PVDC Tape for Indoor Applications: White vapor-retarder PVDC tape with acrylic adhesive.
 1. Width: 3 inches.
 2. Film Thickness: 4 mils.
 3. Adhesive Thickness: 1.5 mils.
 4. Elongation at Break: 145 percent.
 5. Tensile Strength: 55 lbf/inch in width.
- F. PVDC Tape for Outdoor Applications: White vapor-retarder PVDC tape with acrylic adhesive.
 1. Width: 3 inches.
 2. Film Thickness: 6 mils.
 3. Adhesive Thickness: 1.5 mils.
 4. Elongation at Break: 145 percent.
 5. Tensile Strength: 55 lbf/inch in width.

2.12 SECUREMENTS

- A. Bands:
 - 1. Aluminum: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 3/4 inch wide with wing seal or closed seal.
- B. Staples: Outward-clinching insulation staples, nominal 3/4-inch-wide, stainless steel or Monel.
- C. Wire: 0.080-inch nickel-copper alloy..

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.
 - 1. Verify that systems to be insulated have been tested and are free of defects.
 - 2. Verify that surfaces to be insulated are clean and dry.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.
- B. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of pipe system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during application and finishing.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.

1. Install insulation continuously through hangers and around anchor attachments.
 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
1. Draw jacket tight and smooth.
 2. Cover circumferential joints with 3-inch-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at [2 inches] [4 inches] o.c.
 - a. For below-ambient services, apply vapor-barrier mastic over staples.
 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.
- M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.
- P. For above-ambient services, do not install insulation to the following:
1. Vibration-control devices.
 2. Testing agency labels and stamps.
 3. Nameplates and data plates.
 4. Manholes.
 5. Handholes.
 6. Cleanouts.

3.4 PENETRATIONS

- A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
1. Seal penetrations with flashing sealant.
 2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
 4. Seal jacket to roof flashing with flashing sealant.
- B. Insulation Installation at Underground Exterior Wall Penetrations: Terminate insulation flush with sleeve seal. Seal terminations with flashing sealant.

- C. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.
 - 1. Seal penetrations with flashing sealant.
 - 2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 - 3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
 - 4. Seal jacket to wall flashing with flashing sealant.
- D. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- E. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.
 - 1. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping and fire-resistive joint sealers.
- F. Insulation Installation at Floor Penetrations:
 - 1. Pipe: Install insulation continuously through floor penetrations.
 - 2. Seal penetrations through fire-rated assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.5 GENERAL PIPE INSULATION INSTALLATION

- A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.
- B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:
 - 1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
 - a. Install preformed removable insulation over all control valve bodies with water resistant, attached reusable fasteners. Insulation assembly and fasteners shall be suitable for the environment and will not impede the operation of the valve or block visual sight of the actuator indicator.
 - 2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
 - 3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
 - 4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
 - 5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below-ambient services, provide a design that maintains vapor barrier.

6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
 7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below-ambient services and a breather mastic for above-ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
 8. For services not specified to receive a field-applied jacket except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.
 9. Stencil or label the outside insulation jacket of each union with the word "union." Match size and color of pipe labels.
- C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.
- D. Install removable insulation covers at locations indicated. Installation shall conform to the following:
1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
 2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
 3. Construct removable valve insulation covers in same manner as for flanges, except divide the two-part section on the vertical center line of valve body.
 4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.
 5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.

3.6 INSTALLATION OF CELLULAR-GLASS INSULATION

- A. Insulation Installation on Straight Pipes and Tubes:
1. Secure each layer of insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
 2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
 3. For insulation with factory-applied jackets on above-ambient services, secure laps with outward-clinched staples at 6 inches o.c.
 4. For insulation with factory-applied jackets on below-ambient services, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.
- B. Insulation Installation on Pipe Flanges:
1. Install preformed pipe insulation to outer diameter of pipe flange.
 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.

3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of cellular-glass block insulation of same thickness as pipe insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.
2. When preformed sections of insulation are not available, install mitered sections of cellular-glass insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of cellular-glass insulation to valve body.
2. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
3. Install insulation to flanges as specified for flange insulation application.

3.7 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION

- A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

B. Insulation Installation on Pipe Flanges:

1. Install pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of same thickness as pipe insulation.
4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install mitered sections of pipe insulation.
2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed valve covers manufactured of same material as pipe insulation when available.
2. When preformed valve covers are not available, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
3. Install insulation to flanges as specified for flange insulation application.
4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.8 MINERAL-FIBER INSULATION INSTALLATION

A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above ambient surfaces, secure laps with outward clinched staples at 6 inches o.c.

4. For insulation with factory-applied jackets on below ambient surfaces, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.
- B. Insulation Installation on Pipe Flanges:
1. Install preformed pipe insulation to outer diameter of pipe flange.
 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
 3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
 4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.
- C. Insulation Installation on Pipe Fittings and Elbows:
1. Install preformed sections of same material as straight segments of pipe insulation when available.
 2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.
- D. Insulation Installation on Valves and Pipe Specialties:
1. Install preformed sections of same material as straight segments of pipe insulation when available.
 2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
 3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
 4. Install insulation to flanges as specified for flange insulation application.

3.9 PHENOLIC INSULATION INSTALLATION

- A. General Installation Requirements:
1. Secure single-layer insulation with stainless-steel bands at 12-inch intervals and tighten bands without deforming insulation materials.
 2. Install 2-layer insulation with joints tightly butted and staggered at least 3 inches. Secure inner layer with 0.062-inch wire spaced at 12-inch intervals. Secure outer layer with stainless-steel bands at 12-inch intervals.
- B. Insulation Installation on Straight Pipes and Tubes:
1. Secure each layer of insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
 2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
 3. For insulation with factory-applied jackets on above ambient services, secure laps with outward clinched staples at 6 inches o.c.
 4. For insulation with factory-applied jackets with vapor retarders on below ambient services, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.
- C. Insulation Installation on Pipe Flanges:
1. Install preformed pipe insulation to outer diameter of pipe flange.
 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
 3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of block insulation of same material and thickness as pipe insulation.

- D. Insulation Installation on Pipe Fittings and Elbows:
 - 1. Install preformed insulation sections of same material as straight segments of pipe insulation. Secure according to manufacturer's written instructions.
- E. Insulation Installation on Valves and Pipe Specialties:
 - 1. Install preformed insulation sections of same material as straight segments of pipe insulation. Secure according to manufacturer's written instructions.
 - 2. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
 - 3. Install insulation to flanges as specified for flange insulation application.

3.10 FIELD-APPLIED JACKET INSTALLATION

- A. Where glass-cloth jackets are indicated, install directly over bare insulation or insulation with factory-applied jackets.
 - 1. Draw jacket smooth and tight to surface with 2-inch overlap at seams and joints.
 - 2. Embed glass cloth between two 0.062-inch-thick coats of lagging adhesive.
 - 3. Completely encapsulate insulation with coating, leaving no exposed insulation.
- B. Where FSK jackets are indicated, install as follows:
 - 1. Draw jacket material smooth and tight.
 - 2. Install lap or joint strips with same material as jacket.
 - 3. Secure jacket to insulation with manufacturer's recommended adhesive.
 - 4. Install jacket with 1-1/2-inch laps at longitudinal seams and 3-inch-wide joint strips at end joints.
 - 5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.
- C. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints; for horizontal applications. Seal with manufacturer's recommended adhesive.
 - 1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.
- D. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches o.c. and at end joints.
- E. Where PVDC jackets are indicated, install as follows:
 - 1. Apply three separate wraps of filament tape per insulation section to secure pipe insulation to pipe prior to installation of PVDC jacket.
 - 2. Wrap factory-presizes jackets around individual pipe insulation sections with one end overlapping the previously installed sheet. Install presized jacket with an approximate overlap at butt joint of 2 inches over the previous section. Adhere lap seal using adhesive or SSL, and then apply 1-1/4 circumferences of appropriate PVDC tape around overlapped butt joint.
 - 3. Continuous jacket can be spiral-wrapped around a length of pipe insulation. Apply adhesive or PVDC tape at overlapped spiral edge. When electing to use adhesives, refer to manufacturer's written instructions for application of adhesives along this spiral edge to maintain a permanent bond.
 - 4. Jacket can be wrapped in cigarette fashion along length of roll for insulation systems with an outer circumference of 33-1/2 inches or less. The 33-1/2-inch-circumference limit allows for 2-inch-overlap seal. Using the length of roll allows for longer sections of jacket to be installed at one time. Use adhesive on the lap seal. Visually inspect lap seal for "fishmouthing," and use PVDC tape along lap seal to secure joint.
 - 5. Repair holes or tears in PVDC jacket by placing PVDC tape over the hole or tear and wrapping a minimum of 1-1/4 circumferences to avoid damage to tape edges.

3.11 FINISHES

- A. Pipe Insulation with ASJ, Glass-Cloth, or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."
- B. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.
- C. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.
- D. Do not field paint aluminum or stainless-steel jackets.

3.12 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Perform tests and inspections.
- C. Tests and Inspections:
 - 1. Inspect pipe, fittings, strainers, and valves, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to [3] three locations of straight pipe, [3] three locations of threaded fittings, [3] three locations of welded fittings, [3] three locations of threaded valves, and [3] three locations of flanged valves for each pipe service defined in the "Piping Insulation Schedule, General" Article.
- D. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.13 PIPING INSULATION SCHEDULE, GENERAL

- A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.
- B. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:
 - 1. Drainage piping located in crawl spaces.
 - 2. Underground piping.
 - 3. Chrome-plated pipes and fittings unless there is a potential for personnel injury.

3.14 INDOOR PIPING INSULATION SCHEDULE

- A. Condensate and Equipment Drain Water below 60 Deg F:
 - 1. All Pipe Sizes: Insulation shall be one of the following:
 - a. Flexible Elastomeric: 1 inch thick.
 - b. Polyolefin: 1 inch Chilled Water:
 - 2. Chilled Water Supply & Return NPS 14 and Smaller: Insulation shall be one of the following:
 - a. Cellular Glass: 2 inches
 - b. Flexible Elastomeric: 2 inch thick.
 - c. Polyolefin: 1-1/2 inch thick.
 - d. Phenolic: 1-1/2 inches thick.
- B. Heating-Hot-Water Supply and Return, 200 Deg F and Below:

1. NPS 1-1/2" and Smaller: Insulation shall be one of the following:
 - a. Flexible Elastomeric: 2 inch thick.
 - b. Polyolefin: 1-1/2 inch thick.
 - c. Cellular Glass: 2 inches thick
 - d. Mineral-Fiber, Preformed Pipe, Type I: 1-1/2 inches thick
2. NPS 2" and Larger: Insulation shall be one of the following:
 - a. Flexible Elastomeric: 2 inch thick.
 - b. Polyolefin: 2 inch thick.
 - c. Cellular Glass: 2 inches thick
 - d. Mineral-Fiber, Preformed Pipe, Type I: 2 inches thick

C. Refrigerant Suction and Hot-Gas Flexible Tubing:

1. All Pipe Sizes: Insulation shall be the following:
 - a. Flexible Elastomeric: 1 inch thick.

3.15 OUTDOOR, ABOVEGROUND PIPING INSULATION SCHEDULE

A. Chilled Water:

1. All Pipe Sizes: Insulation shall be one of the following:
 - a. Cellular Glass: 3 inches thick.
 - b. Flexible Elastomeric: 3 inches thick.
 - c. Polyolefin: 3 inches thick.
 - d. Phenolic: 1-1/2 inches thick.

B. Refrigerant Suction and Hot-Gas Piping:

1. All Pipe Sizes: Insulation shall be one of the following:
 - a. Flexible Elastomeric: 2 inches thick.

C. Refrigerant Suction and Hot-Gas Flexible Tubing:

1. All Pipe Sizes: Insulation shall be one of the following:
 - a. Flexible Elastomeric: 2 inches thick.

3.16 INDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. Piping, Exposed:

1. Aluminum, Smooth 0.024 inch thick.

3.17 OUTDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. Piping, Exposed:

1. Aluminum, Smooth 0.024 inch thick.

3.18 UNDERGROUND, FIELD-INSTALLED INSULATION JACKET

A. For underground direct-buried piping applications, install underground direct-buried jacket over insulation material.

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END OF SECTION 230719

SECTION 23 08 00 - MECHANICAL SYSTEMS COMMISSIONING

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.
- B. ASHRAE Standard 90.1-2010
- C. ASHRAE Guideline 0 - 2013 – The Commissioning Process
- D. ASHRAE Guideline 1.1-2007 - HVAC&R Technical Requirements for The Commissioning Process
- E. E. ASHRAE Standard 202-2013 – Commissioning Process for Buildings and Systems
- F. The project's Commissioning Plan (Cx Plan) (Construction Phase) will be developed and issued at the start of construction. The Cx Plan is a live document that is maintained by the Cx Authority; updated periodically during the course of the project, as required.

1.2 SUMMARY

- A. This section includes commissioning process requirements for HVAC&R systems, assemblies, and equipment.
- B. Related Sections:
 - 1. Division 01 Section "General Commissioning Requirements" for general commissioning process requirements.

1.3 DESCRIPTION

- A. Refer to Division 01 Section 019113 "General Commissioning Requirements" for the description of commissioning.

1.4 DEFINITIONS

- A. Refer to Division 01 Section 019113 "General Commissioning Requirements" for definitions.

1.5 SUBMITTALS

- A. Refer to Division 01 019113 Section "General Commissioning Requirements" for CxA's role.
- B. Refer to Division 01 Section "Submittals" for specific requirements.
- C. In addition, provide the following:
 - 1. Certificates of readiness
 - 2. Certificates of completion of installation, prestart, and startup activities.

3. O&M manuals
4. Test reports

D. Control Drawings Submittal

1. The control drawings shall have a key to all abbreviations.
2. The control drawings shall contain graphic schematic depictions of the systems and each component.
3. The schematics will include the system and component layout of any equipment that the control system monitors, enables or controls, even if the equipment is primarily controlled by packaged or integral controls.
4. Provide a full points list with at least the following included for each point:
 - a. Controlled system
 - b. Point abbreviation
 - c. Point description
 - d. Display unit
 - e. Control point or set point (Yes / No)
 - f. Monitoring point (Yes / No)
 - g. Intermediate point (Yes / No)
 - h. Calculated point (Yes / No)

1.6 QUALITY ASSURANCE

- A. Test Equipment Calibration Requirements: Contractors will comply with test manufacturer's calibration procedures and intervals. Recalibrate test instruments immediately after instruments have been repaired resulting from being dropped or damaged. Affix calibration tags to test instruments. Furnish calibration records to CxA upon request.

1.7 COORDINATION

- A. Refer to Division 01 Section "General Commissioning Requirements" for requirements pertaining to coordination during the commissioning process.

PART 2 - PRODUCTS

2.1 TEST EQUIPMENT

- A. All standard testing equipment required to perform startup, initial checkout and functional performance testing shall be provided by the Contractor for the equipment being tested. For example, the mechanical contractor of Division 23 shall ultimately be responsible for all standard testing equipment for the HVAC&R system and controls system in Division 23. A sufficient quantity of two-way radios shall be provided by each subcontractor.
- B. Special equipment, tools and instruments (specific to a piece of equipment and only available from vendor) required for testing shall be included in the base bid price to the Owner and left on site, except for stand-alone data logging equipment that may be used by the CxA.
- C. Proprietary test equipment and software required by any equipment manufacturer for programming and/or start-up, whether specified or not, shall be provided by the manufacturer of the equipment. Manufacturer shall provide the test equipment, demonstrate its use, and assist in the commissioning process as needed. Proprietary test equipment (and software) shall become the property of the Owner upon completion of the commissioning process.

- D. Data logging equipment and software required to test equipment will be provided by the CxA, but shall not become the property of the Owner.
- E. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified in the Specifications. If not otherwise noted, the following minimum requirements apply: Temperature sensors and digital thermometers shall have a certified calibration within the past year to an accuracy of 0.5°F and a resolution of + or - 0.1°F. Pressure sensors shall have an accuracy of + or - 2.0% of the value range being measured (not full range of meter) and have been calibrated within the last year.

PART 3 - EXECUTION

3.1 GENERAL DOCUMENTATION REQUIREMENTS

- A. With assistance from the installing contractors, the CxA will prepare Pre-Functional Checklists for all commissioned components, equipment, and systems
- B. Red-lined Drawings:
 - 1. The contractor will verify all equipment, systems, instrumentation, wiring and components are shown correctly on red-lined drawings.
 - 2. Preliminary red-lined drawings must be made available to the Commissioning Team for use prior to the start of Functional Performance Testing.
 - 3. Changes, as a result of Functional Testing, must be incorporated into the final as-built drawings, which will be created from the red-lined drawings.
 - 4. The contracted party, as defined in the Contract Documents will create the as-built drawings.
- C. Operation and Maintenance Data:
 - 1. Contractor will provide a copy of O&M literature within 45 days of each submittal acceptance for use during the commissioning process for all commissioned equipment and systems.
 - 2. The CxA will review the O&M literature once for conformance to project requirements.
 - 3. The CxA will receive a copy of the final approved O&M literature once corrections have been made by the Contractor.
- D. Demonstration and Training:
 - 1. Contractor will provide demonstration and training as required by the specifications.
 - 2. A complete training plan and schedule must be submitted by the contractor to the CxA four weeks (4) prior to any training.
 - 3. A training agenda for each training session must be submitted to the CxA one (1) week prior the training session.
 - 4. The CxA shall be notified at least 72 hours in advance of scheduled tests so that testing may be observed by the CxA and Owner's representative. A copy of the test record shall be provided to the CxA, Owner, and Architect.
 - 5. Engage a Factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain specific equipment.
 - 6. Train Owner's maintenance personnel on procedures and schedules for starting and stopping, trouble shooting, servicing, and maintaining equipment.
 - 7. Review data in O&M Manuals.
- E. Systems manual requirements:
 - 1. The Systems Manual is intended to be a usable information resource containing all of the information related to the systems, assemblies, and Commissioning Process in one place with indexes and cross references.

2. The GC shall include final approved versions of the following information for the Systems Manual:
 - a. As-Built System Schematics
 - b. Verified Record Drawings
 - c. Test Results (not otherwise included in Cx Record)
 - d. Periodic Maintenance Information for computer maintenance management system
 - e. Recommendations for recalibration frequency of sensors and actuators
 - f. A list of contractors, subcontractors, suppliers, architects, and engineers involved in the project along with their contact information
 - g. Training Records, Information on training provided, attendees list, and any on-going training
3. This information shall be organized and arranged by building system, such as fire alarm, chilled water, heating hot water, etc.
4. Information should be provided in an electronic version to the extent possible. Legible, scanned images are acceptable for non-electronic documentation to facilitate this deliverable.

3.2 CONTRACTOR'S RESPONSIBILITIES

- A. Mechanical and Controls Contractors. The commissioning responsibilities applicable to each of the contractors of Division 23 are as follows (all references apply to commissioned equipment only):
- B. Perform commissioning tests at the direction of the CxA.
- C. Attend construction phase controls coordination meetings.
- D. Attend testing, adjusting, and balancing review and coordination meetings.
- E. Participate in HVAC&R systems, assemblies, equipment, and component maintenance orientation and inspection as directed by the CxA.
- F. Provide information requested by the CxA for final commissioning documentation.
- G. Include requirements for submittal data, operation and maintenance data, and training in each purchase order or sub-contract written.
- H. Prepare preliminary schedule for Mechanical system orientations and inspections, operation and maintenance manual submissions, training sessions, pipe and duct system testing, flushing and cleaning, equipment start-up, testing and balancing and task completion for owner. Distribute preliminary schedule to commissioning team members.
- I. Update schedule as required throughout the construction period.
- J. During the startup and initial checkout process, execute the related portions of the prefunctional checklists for all commissioned equipment.
- K. Assist the CxA in all verification and functional performance tests.
- L. Provide measuring instruments and logging devices to record test data, and provide data acquisition equipment to record data for the complete range of testing for the required test period.
- M. Gather operation and maintenance literature on all equipment, and assemble in binders as required by the specifications. Submit to CxA (45) days after submittal acceptance.
- N. Coordinate with the CxA to provide (48) hour advance notice so that the witnessing of equipment and system start-up and testing can begin.

- O. Notify the CxA a minimum of (2) weeks in advance of the time for start of the testing and balancing work. Attend the initial testing and balancing meeting for review of the official testing and balancing procedures.
- P. Participate in, and schedule vendors and contractors to participate in the training sessions.
- Q. Provide written notification to the CM/GC and CxA Authority that the following work has been completed in accordance with the contract documents, and that the equipment, systems, and sub-system are operating as required.
 - 1. HVAC&R equipment including all fans, air handling units, ductwork, dampers, terminals, and all other equipment furnished under this Division.
 - 2. Fire stopping in the fire rated construction, including fire and smoke damper installation, caulking, gasketing and sealing of smoke barriers.
 - 3. Fire detection and smoke detection devices furnished under other divisions of the specification.
 - 4.
- R. The equipment supplier shall document the performance of his equipment.
- S. Provide a complete set of red-lined drawings to the CxA prior to the start of Functional Performance Testing.
- T. Provide training of the Owner's operating staff using expert qualified personnel, as specified.
- U. Equipment Suppliers
 - 1. Provide all requested submittal data, including detailed start-up procedures and specific responsibilities of the Owner, to keep warranties in force.
 - 2. Assist in equipment testing per agreements with contractors.
 - 3. Provide information requested by CxA regarding equipment sequence of operation and testing procedures.
- V. Refer to Division 01 Section "General Commissioning Requirements" for additional contractor responsibilities.

3.3 OWNER'S RESPONSIBILITIES

- A. Refer to Division 01 Section "General Commissioning Requirements" for Owner's Responsibilities.

3.4 DESIGN PROFESSIONAL'S RESPONSIBILITIES

- A. Refer to Division 01 Section "General Commissioning Requirements" for Design Professional's Responsibilities.

3.5 CxA'S RESPONSIBILITIES

- A. Refer to Division 01 Section "General Commissioning Requirements" for CxA's Responsibilities.

3.6 TESTING PREPARATION

- A. Certify in writing to the CxA that *HVAC&R systems, subsystems, and equipment* have been installed, calibrated, and started and are operating according to the Contract Documents.

- B. Certify in writing to the CxA that HVAC&R *instrumentation and control systems* have been completed and calibrated, that they are operating according to the Contract Documents, and that pretest set points have been recorded.
- C. Certify in writing that testing, adjusting, and balancing procedures have been completed and that testing, adjusting, and balancing reports have been submitted, discrepancies corrected, and corrective work approved.
- D. Place systems, subsystems, and equipment into operating mode to be tested (e.g., normal shutdown, normal auto position, normal manual position, unoccupied cycle, emergency power, and alarm conditions).
- E. Inspect and verify the position of each device and interlock identified on checklists.
- F. Check safety cutouts, alarms, and interlocks with smoke control and life-safety systems during each mode of operation.
- G. Testing Instrumentation: Install measuring instruments and logging devices to record test data as directed by the CxA.

3.7 GENERAL TESTING REQUIREMENTS

- A. Provide technicians, instrumentation, and tools to perform commissioning test at the direction of the CxA.
- B. Scope of HVAC&R testing shall include entire HVAC&R installation, from central equipment for heat generation and refrigeration through distribution systems to each conditioned space. Testing shall include measuring capacities and effectiveness of operational and control functions.
- C. Test all operating modes, interlocks, control responses, and responses to abnormal or emergency conditions, and verify proper response of building automation system controllers and sensors.
- D. The CxA along with the HVAC&R contractor, testing and balancing Subcontractor, and HVAC&R Instrumentation and Control Subcontractor shall prepare detailed testing plans, procedures, and checklists for HVAC&R systems, subsystems, and equipment.
- E. Tests will be performed using design conditions whenever possible.
- F. Simulated conditions may need to be imposed using an artificial load when it is not practical to test under design conditions. Before simulating conditions, calibrate testing instruments. Provide equipment to simulate loads. Set simulated conditions as directed by the CxA and document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions.
- G. The CxA may direct that set points be altered when simulating conditions is not practical.
- H. The CxA may direct that sensor values be altered with a signal generator when design or simulating conditions and altering set points are not practical.
- I. If tests cannot be completed because of a deficiency outside the scope of the HVAC&R system, document the deficiency and report it to the Owner. After deficiencies are resolved, reschedule tests.
- J. If the testing plan indicates specific seasonal testing, complete appropriate initial performance tests and documentation and schedule seasonal tests.

3.8 HVAC&R SYSTEMS, SUBSYSTEMS, AND EQUIPMENT TESTING PROCEDURES

- A. Equipment Testing and Acceptance Procedures: Testing requirements are specified in individual Division 23 sections. Provide submittals, test data, inspector record, and certifications to the CxA.
- B. HVAC&R Instrumentation and Control System Testing: Assist the CxA with preparation of testing plans. Provide technicians, instrumentation, tools, and equipment to test performance of sensors, actuators and other system components.
- C. The work included in the commissioning process involves a complete and thorough evaluation of the operation and performance of all components, systems and sub-systems. The following equipment and systems shall be evaluated:
 - 1. Chilled Water Plant
 - 2. Hot Water Plant
 - 3. Air Handling Units
 - 4. Fan Coil Units
 - 5. Unit Ventilators
 - 6. Exhaust Fans

3.9 DEFICIENCIES/NON-CONFORMANCE, COST OF RETESTING, FAILURE DUE TO MANUFACTURER DEFECT

- A. Refer to Division 01 Section “General Commissioning Requirements” for requirements pertaining to deficiencies/non-conformance, cost of retesting, or failure due to manufacturer defect.

3.10 APPROVAL

- A. Refer to Division 01 Section “General Commissioning Requirements” for approval procedures.

3.11 DEFERRED TESTING

- A. Refer to Division 01 Section “General Commissioning Requirements” for requirements pertaining to deferred testing.

3.12 OPERATION AND MAINTENANCE MANUALS

- A. The Operation and Maintenance Manuals shall conform to Contract Documents requirements as stated in Division 01.
- B. Refer to Division 01 Section “General Commissioning Requirements” for the AE and CxA roles in the Operation and Maintenance Manual contribution, review and approval process.
- C. An updated as-built version of the control drawings and sequences of operation shall be included in the final controls O&M manual submittal.

3.13 TRAINING OF OWNER PERSONNEL

- A. Refer to Division 01 Section “General Commissioning Requirements” for requirements pertaining to training.

- B. Mechanical Contractor. The mechanical contractor shall have the following training responsibilities:
1. Provide the CxA with a training plan two weeks before the planned training.
 2. Provide designated Owner personnel with comprehensive orientation and training in the understanding of the systems and the operation and maintenance of each piece of HVAC equipment including, but not limited to, all HVAC equipment (ex. pumps, heat exchangers, chillers, heat rejection equipment, air conditioning units, air handling units, fans, terminal units, controls and water treatment systems, etc.)
 3. Training shall normally start with classroom sessions followed by hands-on training on each piece of equipment, which shall illustrate the various modes of operation, including startup, shutdown, fire/smoke alarm, power failure, etc.
 4. During any demonstration, should the system fail to perform in accordance with the requirements of the O&M manual or sequence of operations, the system will be repaired or adjusted as necessary and the demonstration repeated.
 5. The appropriate trade or manufacturer's representative shall provide the instructions on each major piece of equipment. This person may be the start-up technician for the piece of equipment, the installing contractor or manufacturer's representative. Practical building operating expertise as well as in-depth knowledge of all modes of operation of the specific piece of equipment are required. More than one party may be required to execute the training.
 6. The controls contractor shall attend sessions other than the controls training, as requested, to discuss the interaction of the controls system as it relates to the equipment being discussed.
 7. The training sessions shall follow the outline in the Table of Contents of the operation and maintenance manual and illustrate whenever possible the use of the O&M manuals for reference.
 8. Training shall include:
 - a. Use of the printed installation, operation and maintenance instruction material included in the O&M manuals.
 - b. A review of the written O&M instructions emphasizing safe and proper operating requirements, preventative maintenance, special tools needed and spare parts inventory suggestions. The training shall include start-up, operation in all modes possible, shut-down, seasonal changeover and any emergency procedures.
 - c. Discussion of relevant health and safety issues and concerns.
 - d. Discussion of warranties and guarantees.
 - e. Common troubleshooting problems and solutions.
 - f. Explanatory information included in the O&M manuals and the location of all plans and manuals in the facility.
 - g. Discussion of any peculiarities of equipment installation or operation.
 - h. The format and training agenda in The HVAC Commissioning Process, ASHRAE Guideline 1-2007, is recommended.
 9. Hands-on training shall include start-up, operation in all modes possible, including manual, shut-down and any emergency procedures and preventative maintenance for all pieces of equipment.
 10. The mechanical contractor shall fully explain and demonstrate the operation, function and overrides of any local packaged controls, not controlled by the central control system.
 11. Training shall occur after functional testing is complete, unless approved otherwise by the Owner.
- C. Controls Contractor. The controls contractor shall have the following training responsibilities:
1. Provide the CxA and AE with a training plan four weeks before the planned training.
 2. The controls contractor shall provide designated Owner personnel training on the control system in this facility. The intent is to clearly and completely instruct the Owner on all the capabilities of the control system.
 3. Training manuals. The standard operating manual for the system and any special training manuals will be provided for each trainee, with three extra copies left for the O&M manuals. In addition, copies of the system technical manual will be demonstrated during training and three copies submitted with the O&M manuals. Manuals shall include detailed description of the subject matter for each session. The manuals will cover all control sequences and have a definitions section that fully describes all relevant words used in the manuals and in all software displays. Manuals will be approved by the CxA and AE. Copies of audiovisuals shall be delivered to the Owner.
 4. The trainings will be tailored to the needs and skill-level of the trainees.

5. The trainers will be knowledgeable on the system and its use in buildings. For the on-site sessions, the most qualified trainer(s) will be used. The Owner shall approve the instructor prior to scheduling the training.
6. During any demonstration, should the system fail to perform in accordance with the requirements of the O&M manual or sequence of operations, the system will be repaired or adjusted as necessary and the demonstration repeated.
7. The controls contractor shall attend sessions other than the controls training, as requested, to discuss the interaction of the controls system as it relates to the equipment being discussed.
8. There shall be three (3) training sessions:
 - a. Training I. Control System. The first training shall consist of 8 hours of actual training. This training may be held on-site or in the supplier's facility. If held off-site, the training may occur prior to final completion of the system installation. Upon completion, each student, using appropriate documentation, should be able to perform elementary operations and describe general hardware architecture and functionality of the system.
 - b. Training II. Building Systems. The second session shall be held on-site for a period of 8 hours of actual hands-on training after the completion of system commissioning. The session shall include instruction on:
 - 1) Specific hardware configuration of installed systems in this building and specific instruction for operating the installed system, including HVAC systems, lighting controls and any interface with security and communication systems.
 - 2) Security levels, alarms, system start-up, shut-down, power outage and restart routines, changing set points and alarms and other typical changed parameters, overrides, freeze protection, manual operation of equipment, optional control strategies that can be considered, energy savings strategies and set points that if changed will adversely affect energy consumption, energy accounting, procedures for obtaining vendor assistance, etc.
 - 3) All trending and monitoring features (values, change of state, totalization, etc.), including setting up, executing, downloading, viewing both tabular and graphically and printing trends. Trainees will actually set-up trends in the presence of the trainer.
 - 4) Every screen shall be completely discussed, allowing time for questions.
 - 5) Use of keypad or plug-in laptop computer at the zone level.
 - 6) Use of remote access to the system via phone lines or networks.
 - 7) Setting up and changing an air terminal unit controller.
 - 8) Graphics generation
 - 9) Point database entry and modifications
 - 10) Understanding DDC field panel operating programming (when applicable)
 - c. Training III. The third training will be conducted on-site six months after occupancy and consist of 8 hours of training. The session will be structured to address specific topics that trainees need to discuss and to answer questions concerning operation of the system.

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END OF SECTION 23 08 00

**SECTION 00 72 13
GENERAL CONDITIONS**

NOTICE OF DISCLAIMER

TAKE NOTICE, that these General Conditions may contain language and Article, Section or Paragraph headings or names which appear similar to or the same as the provisions of the "General Conditions of the Contract for Construction", published by the American Institute of Architects, AIA Document A-201.

TAKE NOTICE, however, that these General Conditions are substantially and materially different in many respects from the AIA Document A-201 and that certain additions, deletions or other modifications have been made to provisions similar to those contained in the AIA Document. This document, further, contains provisions, which do not appear in the AIA document.

The use of any language or Article or Paragraph format similar to or the same as AIA Document A-201 does not constitute an endorsement by the American Institute of Architects of this document.

**GENERAL CONDITIONS OF THE
CONTRACT FOR CONSTRUCTION**

TABLE OF ARTICLES

1.	CONTRACT DOCUMENTS	9.	PAYMENTS AND COMPLETION
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ARTICLE 1

CONTRACT DOCUMENTS

- 1.1 DEFINITIONS
 - 1.1.1 AS SHOWN, AS INDICATED, AS DETAILED: These words, and words of like implication, refer to information contained in Drawings and Specifications describing the Work, unless explicitly stated otherwise in the Contract Documents.
 - 1.1.2 CLAIM: A Claim as used in the Contract is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment of money, a credit against the payment of money, extension of 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 parties to a contract involved in the Owner's construction and repair projects arising out of or relating to the Contract or the construction process.
 - 1.1.3 CONTRACT: The Contract is the sum of all the Contract Documents. The Contract represents the entire

and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Paragraph 1.1.4. The Contract may also be referred to in the Contract Documents as “this Contract”, “this Agreement” or “the Agreement”.

- 1.1.4 **CONTRACT DOCUMENTS:** The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General and Supplemental Conditions), the Plans, Drawings, and Specifications, and all Addenda thereto issued prior to and all Modifications thereto issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties; (2) a Change Order or a Construction Change Directive issued pursuant to the provisions of Article 12; (3) a written interpretation issued by the Design Consultant pursuant to Paragraph 2.2.7; or (4) a written order for a minor Change in the Work issued pursuant to Section 12.4. The Contract Documents do not include any other documents including but not limited to soils, geotechnical or other reports, surveys and analysis, which may be printed, bound or assembled with the Contract Documents, or otherwise made available to the Contractor for review or information under this Contract, unless specifically enumerated and directly incorporated by reference in the Contract Documents.
- 1.1.5 **HE/HIS:** The term He or His is not intended to be gender specific.
- 1.1.6 **MANUFACTURER:** An individual, company, or corporation who manufactures, fabricates, or assembles a standard product. A standard product is one that is not made to special design, and if furnished by either direct sale or by contract to the Contractor, Subcontractor or Vendor.
- 1.1.7 **MATERIAL SUPPLIER OR VENDOR:** A person or organization who supplies, but who is not responsible for the installation of, materials, products and equipment.
- 1.1.8 **NOTICE:** The term Notice as used herein shall mean and include written notice. Notice shall be deemed to have been given when delivered to the address of the person, firm or corporation for whom intended, or to his, their or its duly authorized agent, representative or officer; or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm or corporation at his, their or its Notice Address and deposited in a United States mailbox by registered or certified mail. To “Notify” means to give Notice. The Notice Addresses for the Owner and Contractor are stated in the Owner-Contractor Agreement and may be changed by a party by giving Notice to the other of such change.
- 1.1.9 **PLANS OR DRAWINGS:** All drawings or reproduction of drawings pertaining to the Work.
- 1.1.10 **PRODUCT:** The term Product includes materials, systems and equipment.
- 1.1.11 **PROJECT:** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.
- 1.1.12 **PROPOSAL:** A complete and properly signed document whereby the Contractor proposes to provide additional or a reduced scope of construction work on the Project for the sums stipulated therein, supported by data required by the Design Consultant or Owner.
- 1.1.13 **PROVIDE:** As a directive to the Contractor, and as pertaining to labor, materials or equipment, "provide" means "furnish and install completely".
- 1.1.14 **SPECIFICATIONS:** Descriptions, provisions and requirements, pertaining to method and manner of performing the Work, or to quantities and qualities of materials or equipment to be furnished under terms of the Contract.
- 1.1.15 **WORK:** The Work comprises the construction and services required of the Contractor by the Contract Documents and includes all labor, supplies and other facilities or things necessary to produce such construction, and all materials, equipment, and supplies incorporated or to be incorporated in such

construction.

1.2 EXECUTION, CORRELATION AND INTENT

- 1.2.1 The Contractor and Owner acknowledge that neither these General Conditions, nor any other Contract Document shall be construed against the Owner due to the fact that they may have been drafted by the Owner or the Owner's agent. For the purposes of construing these General Conditions, and any other Contract Document, both the Contractor and the Owner shall be considered to have jointly drafted them.
- 1.2.2 The Owner-Contractor Agreement shall be signed in not less than three (3) copies by the Owner and Contractor, and each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 1.2.3 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.
- 1.2.4 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any 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 intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings unless otherwise specifically defined herein. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer.
- 1.2.5 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings are for convenience only. The Contractor may subcontract the Work in such divisions as he sees fit consistent with applicable law and he is ultimately responsible for furnishing all of the Work.
- 1.2.6 Anything shown on the Drawings and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Detailed specifications take priority over general specifications and detailed drawings take precedence over general drawings. Any Work shown on one drawing shall be construed to be shown in all drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The Owner-Contractor Agreement; the Supplemental Conditions; the General Conditions; the Specifications; the Drawings. The Contractor shall notify the Design Consultant and the Owner of all such inconsistencies promptly. Any such conflict or inconsistency between or in the Drawings or Specifications shall be submitted by the Contractor promptly to the Owner and Design Consultant and the Design Consultant's decision thereon shall be final and conclusive.
- 1.2.7 The Contractor agrees that nothing contained in the Contract Documents or any contract between the Owner and the Design Consultant shall create any contractual relationship between the Design Consultant and the Contractor, or between the Design Consultant and any Subcontractor or Sub-subcontractors. The Contractor acknowledges and agrees that this Contract is not intended to create, nor shall any provision be interpreted as creating, any contractual relationship between the Owner or Contractor and any third parties.
- 1.2.8 The provisions of this Contract cannot be amended, modified, varied or waived in any respect except by a Modification. The Contractor is hereby given notice that no person has authority to orally waive, or to release the Contractor from any of the Contractor's duties or obligations under or arising out of this Contract. Any waiver, approval or consent granted by Modification to the Contractor shall be limited to

those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent.

1.2.9 Any material or operation specified by reference to published specifications of a Manufacturer, a society, an association, a code, or other published standard, shall comply with requirements of the listed document which is current on date the Owner received bids for the construction of the Project. In case of a conflict between referenced document and the Specifications, Specifications shall govern. In case of a conflict between such listed documents, the one having more stringent requirements shall govern.

1.2.10 The Contractor, if requested, shall furnish an affidavit from each or any Manufacturer certifying that materials or products delivered to the job meets requirements specified.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications and copies thereof furnished by the Design Consultant are and shall remain the property of the Owner. They are to be used by Contractor only with respect to the Project and are not to be used by Contractor on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Owner on request at the completion of the Work. Submission 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 Owner's rights or the Design Consultant's common law copyright or other reserved rights.

ARTICLE 2

THE DESIGN CONSULTANT

2.1 DEFINITIONS

- 2.1.1 The term "Design Consultant" or "A/E" or "Architect" or "Engineer" as used or set forth in the Contract Documents, shall mean the entity and its consultants or agents, or their duly authorized representatives, that is responsible for designing or engineering the Work, and performing the activities specified herein, and in the Agreement for Design Consultant Services, including any consultants to said entity or firm acting within the scope of their agreements with the Design Consultant. Such firm or agency and its representatives shall act severally within the scope of particular duties entrusted to them, unless otherwise provided for in the Contract Documents or in the Agreement for Design Consultant Services.
- 2.1.2 The Design Consultant may be identified in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Design Consultant is further described as and, throughout this document, shall mean one or both of the following:
- 2.1.2.1 ARCHITECT, a person or other legal entity lawfully licensed to practice architecture in the State wherein the Project is located; or
- 2.1.2.2 ENGINEER, a person or other legal entity lawfully licensed to practice engineering in the State wherein the Project is located.

2.2 SERVICES OF THE DESIGN CONSULTANT

- 2.2.1 The Design Consultant will provide certain services as hereinafter described and further described in the Agreement for Design Consultant Services.
- 2.2.2 Should errors, omissions, or conflicts in the Drawings, Specifications, or other Contract Documents prepared by or on behalf of the Design Consultant be discovered, the Design Consultant will prepare such amendments or supplementary documents and provide consultation as may be required.
- 2.2.3 The Design Consultant will visit the site at intervals appropriate to the stage of construction to familiarize itself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. The Design Consultant will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, but it shall make as many inspections as may reasonably be required to fulfill its obligations to the Owner. On the basis of such on-site observations, the Design Consultant and his consultants shall endeavour to guard the Owner against defects and deficiencies in the Work. The Design Consultant will conduct the construction meeting and shall be responsible for preparing accurate and complete minutes of all such meetings and other Project meetings and distributing same to all participants.
- 2.2.4 The Design Consultant will render written field reports to the Owner in the form required by the Owner relating to the periodic visits and inspections of the Project required by Paragraph 2.2.3.
- 2.2.5 The Design Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Design Consultant will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any portion of the Work.
- 2.2.6 The Design Consultant shall at all times have access to the Work wherever it is in preparation or progress.

The Contractor shall provide safe facilities for such access so the Design Consultant may perform his functions under the Contract Documents.

- 2.2.7 As required, the Design Consultant will render to the Owner, within a reasonable time, interpretations concerning the design and other technical aspects of the Work and the Contract Documents.
- 2.2.8 All communications, correspondence, submittals, and documents exchanged between the Design Consultant and the Contractor in connection with the Project shall be in the manner prescribed by the Owner. Further, all communications, correspondence, submittals and documents transmitted from the Owner or Design Consultant will be directed to the Contractor and copied to the Owner or Design Consultant.
- 2.2.9 All interpretations and decisions of the Design Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.
- 2.2.10 The Design Consultant's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 2.2.11 If the Design Consultant observes any Work that does not conform to the Contract Documents, the Design Consultant shall report this observation to the Owner. The Design Consultant will prepare and submit to the Owner and Contractor a list of the Contractor's work which is not in conformance with the Contract Documents.
- 2.2.12 The Design Consultant has the authority to condemn or reject any or all of the Work on behalf of the Owner when, in its opinion, the Work does not conform to the Contract Documents. Whenever, in the Design Consultant's reasonable opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Design Consultant will have the authority to require special inspection or testing of any portion of the Work in accordance with the provisions of the Contract Documents whether or not such portion of the Work be then fabricated, installed or completed.
- 2.2.13 The Design Consultant will review the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and for general compliance with the Contract Documents. Such action shall be taken within fourteen (14) days of receipt unless otherwise authorized by the Owner.
- 2.2.14 The Owner will establish with the Design Consultant procedures to be followed for review and processing of all Shop Drawings, catalogue submittals, project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for changes and applications for extensions of time.
- 2.2.15 The Design Consultant will prepare Change Orders and Construction Change Directives when requested by the Owner.
- 2.2.16 The Design Consultant and the Owner will conduct inspections to determine the dates of Substantial Completion and Final Completion. The Design Consultant will provide a final Certification of Payment.
- 2.2.17 The Design Consultant will prepare record documents showing significant Changes in the Work made during the construction process, based on neatly and clearly marked-up Drawings, prints, and other data furnished by the Contractor(s) and the applicable Addenda, clarifications and Change Orders which occurred during the Project.
- 2.2.18 In case of the termination of the employment of the Design Consultant, the Owner may appoint a Design Consultant whose status under the Contract Documents shall be that of the former Design Consultant.

ARTICLE 3

OWNER

3.1 DEFINITION

- 3.1.1 The Owner is the person or entity identified as such in the Owner-Contractor Agreement and may be referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative or agent. The phrase "Owner or its agent" as used in this Agreement, does not include the Separate Contractors or their Subcontractors.

- 3.1.2 Owner: Charlotte-Mecklenburg Board of Education
Post Office Box 30035
Charlotte, North Carolina, 28230

3.2 INFORMATION, SERVICES AND RIGHTS OF THE OWNER

- 3.2.1 The Owner will provide administration of the Contract as herein described. The Design Consultant shall also provide aspects of administration of the Contract as herein described or as specified in the Agreement for Design Consultant Services.
- 3.2.2 The Owner shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.
- 3.2.3 The Owner shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- 3.2.4 The Owner will have authority to require special inspection or testing of portions of the Work to the same extent as the Design Consultant in accordance with Paragraph 2.2.12 whether or not such portion of the Work be then fabricated, installed, or completed. However, neither the Owner's authority to act under Paragraph 3.2.4, nor any decision made by the Owner in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 3.2.5 The Owner shall have the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his Subcontractors, and the Design Consultant, to discuss such matters as procedures, progress, problems, and scheduling.
- 3.2.5.1 The Contractor is requested and required to attend job site progress conferences as called by the Design Consultant. The Contractor shall be represented at these job progress conferences by project personnel authorized by the Contractor to make schedule and financial decisions and by project personnel representatives. These meetings shall be open to Subcontractors, Material Suppliers, and any others who can contribute shall be encouraged by the Contractor to attend. It shall be the principal purpose of these meetings, or conferences, to affect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Project within the specified Contract Time. The Contractor shall be prepared to assist progress of the Work as required in his particular contract and to recommend remedial measures for the correction of progress as may be appropriate. The Design Consultant shall be the coordinator of the conferences and shall preside as chairman.
- 3.2.5.2 If the Project is awarded as a single prime construction contract, the Design Consultant shall determine which, if any, Subcontractors and/or Material Suppliers shall be required to attend job site progress conferences. The Contractor shall comply with this request and the meeting shall be conducted as described in Subparagraph 3.2.5.1.

- 3.2.6 The Owner will establish procedures to be followed for processing all Shop Drawings, catalogues, and other project reports, and other documentation, test reports, and close-out manuals.
- 3.2.7 The Owner and Design Consultant will review all requests for changes and shall implement the processing of Change Orders, including applications for extension of the Contract Time.
- 3.2.8 The Owner, will not be responsible for the failure of the Contractor to plan, schedule, and execute the Work in accordance with the approved schedule or the failure of the Contractor to meet scheduled Completion Dates or the failure of the Contractor to schedule and coordinate the Work of his own trades and Subcontractors or to coordinate and cooperate with any Separate Contractors.
- 3.2.9 The Owner, in consultation with the Design Consultant, will review and process all Applications for Payment by the Contractor, including the final Application for Payment.
- 3.2.10 The Owner and Design Consultant shall not be responsible or liable to Contractor for the acts, errors or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing any of the Work or working on the Project.
- 3.2.11 The Owner shall furnish surveys describing the physical characteristics and legal limitations for the site of the Project, which are in its possession and are relevant to the Work.
- 3.2.12 The Owner shall secure and pay for necessary easements, required for permanent structures or for permanent changes in existing facilities.
- 3.2.13 The Owner shall furnish information or services under the Owner's control with reasonable promptness to avoid unreasonable delay in the orderly progress of the Work.
- 3.2.14 The Owner will make reasonable efforts to make available for the Contractor's reasonable review, at the Owner's offices or together with the Contract Documents, certain boring logs, geotechnical, soils and other reports, surveys and analyses pertaining to the Project site of which the Owner is aware, has in its possession and are relevant to the Work. Any boring logs that are provided to the Contractor are only intended to reflect conditions at the locations of the borings and do not necessarily reflect site conditions at other locations. Any reports, surveys and analyses provided by Owner are for the Contractor's information only, and their accuracy and completeness are not guaranteed or warranted by the Owner or the Design Consultant, and such reports are not adopted by reference into, nor are they part of the Contract Documents. Notwithstanding any factual statement, conclusion, or any language or recommendations contained in such reports, the Contractor shall not rely upon the accuracy or completeness of any reports, surveys and analyses.
- 3.2.15 The foregoing rights are in addition to other rights of the Owner enumerated herein and those provided by law.

3.3 OWNER'S RIGHT TO STOP OR TO SUSPEND THE WORK

- 3.3.1 If the Contractor fails to correct defective Work as required by Section 13.2 or fails to carry out the Work or supply labor and materials in accordance with the Contract Documents, the Owner by a written Notice may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.
- 3.3.2 The Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the Owner.
- 3.3.3 If the performance of all or any part of the Work (including the work of the Contractor and its

Subcontractors) is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Owner or the Design Consultant, or by failure of any one of them to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for an increase in the actual time required for performance of the Work by the Contractor, due solely to such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no Claim shall be made under this Paragraph for any suspension, delay, or interruption pursuant to Paragraph 3.4.1, or for which Claim is provided or excluded under any other provision of this Contract. No Claim under this Paragraph shall be allowed on behalf of the Contractor or its Subcontractors, unless within twenty (20) days after the act or failure to act involved, and for continuing or ongoing acts or failures to act within twenty (20) days of the first day of the act or failure to act, the Contractor submits to the Owner a written statement setting forth, as fully as then practicable, the extent of such Claim, and unless the Claim is asserted in writing within thirty (30) days after the termination of such suspension, delay, or interruption. For continuing or ongoing acts or failures to act, the Contractor shall update its written statement every twenty (20) days until the suspension, delay or interruption is terminated. The Contractor shall waive any and all Claims under this Paragraph 3.3.3 which are not filed in strict conformance with Paragraph 3.3.3. The Contractor shall indemnify, defend and hold the Owner harmless from any Claim by a Subcontractor that is waived because it is not filed in strict conformance with this Paragraph 3.3.3 or any other provision of the Contract regarding Claims.

3.3.4 In the event of a suspension of the Work or delay or interruption of the Work per Paragraph 3.3.3, the Contractor will and will cause his Subcontractors to protect carefully his, and their, materials and Work against damage, loss or injury from the weather and maintain completed and uncompleted portions of the Work as required by the Contract Documents. If, in the opinion of the Owner, any Work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors to so protect same, such Work and materials shall be removed and replaced at the expense of the Contractor.

3.3.5 No Claim by the Contractor under Paragraph 3.3.3 shall be allowed if asserted after final payment under this Contract or if it is not asserted in strict conformance with Paragraph 3.3.3.

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or otherwise neglects to carry out the Work in accordance with the Contract Documents and fails within ten (10) days after the date written Notice is given by the Owner, with a copy of such Notice sent to the Contractor's Surety, to commence and continue remedy of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy he may have, make good such deficiencies and may further elect to complete all Work thereafter through such means as the Owner may select, including the use of a new contractor pursuant to Paragraph 3.4.2. In such case, the Owner shall provide Notice to the Contractor's Surety and an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Design Consultant's additional services made necessary by such default, neglect or failure and any other damages suffered by Owner as a result of Contractor's breach, including but not limited to Owner's reasonable attorney's fees and litigation costs and expenses. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor or its Surety shall pay the difference to the Owner. Notwithstanding the Owner's right to carry out a portion of the Work, warranty, maintenance and protection of the Work remains the Contractor's and Surety's responsibility. Further, the provisions of this Paragraph do not affect the Owner's right to require the correction of defective or non-conforming Work in accordance with Section 13.2.

3.4.2 Whenever the Contractor shall be, and declared by the Owner to be in default under the Contract, the Owner having substantially performed Owner's obligations thereunder, the Surety shall promptly remedy the default, or shall be liable to Owner for damages pursuant to the Performance Bond and as provided by law. Any action by Surety or by Owner against the Surety shall not relieve Contractor of its duties, responsibilities and liabilities to Owner pursuant to the Contract or as allowed by law.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

- 4.1.1 The Contractor is the person or organization identified as such in the Owner-Contractor Agreement and may be referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative, who shall have authority to bind the Contractor in all matters pertinent to the Contract.
- 4.1.2 The Contract is not one of agency by the Contractor for Owner but one in which Contractor is engaged independently in the business of providing the services and performing the Work herein described as an independent contractor.

4.2 REVIEW OF CONTRACT DOCUMENTS

- 4.2.1 The Contractor represents that prior to executing this Contract, the Contractor carefully reviewed and studied the Contract Documents and notified the Owner and Design Consultant of any errors, inconsistencies or omissions of which the Contractor is aware. The Contractor agrees to continuously and carefully study and compare the Contract Documents after the execution of this Contract and shall at once report to the Owner and Design Consultant any error, inconsistency or omission he may discover, including, but not limited to, any requirement which may be contrary to any law, ordinance, rule, regulation, building code, or order of any public authority bearing on the Work. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected Work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner or the Design Consultant for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without it being specified in Contract Documents and, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.
- 4.2.2 The Contractor and his Subcontractors shall keep at the site of the Work at least one copy of the Drawings and Specifications and shall at all times give the Owner, the Design Consultant, inspectors, as well as other representatives of the Owner access thereto.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- 4.3.1.1 It shall be the Contractor's responsibility to schedule the Work; to maintain a progress schedule for the Project; and to notify the Design Consultant and the Owner of any changes in the progress schedule. He shall be responsible for providing adequate notice to all Subcontractors to insure efficient continuity of all phases of the Project. The Contractor is responsible for keeping the Owner and Design Consultant fully informed as to the work progress, including immediate notification of any work progress changes.
- 4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and Sub-subcontractors, Suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly contracted by the Contractor.
- 4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the acts, failures to act or duties of the Owner or the Design Consultant in

their administration of the Contract, or by inspections, tests or approvals (or the lack thereof) required or performed under Section 7.6 by persons other than the Contractor.

- 4.3.4 Before starting a section of the Work, the Contractor shall carefully examine all preparatory work that has been executed to receive his work to see that it has been completed in accordance with the Contract Documents. He shall check carefully, by whatever means are required, to ensure that his work and adjacent, related work will finish to proper and required standards for quality, contours, planes, and levels.
- 4.3.5 The Contractor understands and agrees that the Owner and Design Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner and the Design Consultant will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 4.3.6 The Contractor shall not use or provide Subcontractor equipment, materials, methods or persons to which Owner and Design Consultant have a reasonable objection and shall remove no portion of the Work or stored materials from the site of the Work, except for defective Work the Contractor may be required to replace or repair as set forth herein.
- 4.3.7 The Contractor shall verify all grades, lines, levels and dimensions as indicated and shown on the Drawings and in the Specifications prior to beginning any portion of the Work and shall immediately report in writing any errors or inconsistencies to the Design Consultant before commencing that portion of the Work.

4.4. CONTRACTOR'S REPRESENTATIONS

- 4.4.1 By entering into this Contract with the Owner, the Contractor represents and warrants the following, together with all other representations and warranties in the Contract Documents:
 - .1 That he is experienced in and competent to perform the type of work required and to furnish the Subcontractors, materials, supplies, equipment and services to be performed or furnished by him;
 - .2 That he is financially solvent, able to pay his debts as they mature, and possessed of sufficient working capital to initiate and complete the Work required under the Contract;
 - .3 That he is familiar with all Federal, State, County, municipal and department laws, ordinances, permits, regulations, building codes and resolutions which may in any way affect the Work or those employed therein, including but not limited to any special laws or regulations relating to the Work or any part thereof;
 - .4 That such temporary and permanent Work required by the Contract Documents will be satisfactorily constructed and fit for use for its intended purpose and that such construction will not injure any person, or damage any property;
 - .5 That he has carefully examined the Contract Documents and the site of the Work and that from his own investigations, he has satisfied himself and made himself familiar with: (1) the nature and location of the Work; (2) the character, quality and quantity of surface and subsurface materials likely to be encountered, including, but not limited to, all structures and obstructions on or at the Project site, both natural and man-made; (3) the character of equipment and other facilities needed for the performance of the Work; (4) the general and local conditions including without limitation its climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (5) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract

Documents; and (6) all other matters or things which could in any manner affect the performance of the Work;

- .6 That he will fully comply with all requirements of the Contract Documents;
- .7 That he will perform the Work consistent with good workmanship, sound business practice, and in the most expeditious and economical manner consistent with the best interests of the Owner;
- .8 That he will furnish efficient business administration and experienced project management and supervision, and an adequate supply of workers, equipment, tools and materials at all times;
- .9 That he has carefully reviewed the Work required and that the Work can be planned and executed in a normal and orderly sequence of Work and reasonably scheduled so as to ensure completion of the Work in accordance with the Contract Documents, allowing for normal and reasonably foreseeable weather, labor and other delays, interruptions and disruptions of the Work;
- .10 That he will complete the Work within the Contract Time and all portions thereof within any required Completion Dates;
- .11 That his Contract Sum is based upon the labor, materials, systems and equipment required by the Contract Documents, without exception; and
- .12 That he and all subcontractors acting on his behalf have obtained and shall retain throughout the duration of this Agreement all required licenses and certifications required in order to perform the work identified in the Contract Documents, that he will not permit any such licenses or certifications to lapse at any time during the course of his work on this Project, and that he and all subcontractors acting on his behalf are fully licensed and certified to perform all work required by the Contract Documents and this Agreement.

4.5 LABOR AND MATERIALS

- 4.5.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, supplies, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary or proper for or incidental to the execution and completion of the Work required by and in accordance with the Contract Documents and any applicable code or statute, whether specifically required by the Contract Documents or whether their provision may reasonably be inferred as necessary to produce the intended results, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Final payment will not be made until the Work is so completed and Contractor has otherwise complied with the Contract Documents in full.
- 4.5.2 The Contractor shall at all times enforce strict discipline and good order among his employees and Subcontractors performing any of the Work and shall not employ or contract with on the Work any unfit person or entity or anyone not skilled in the task assigned to him. The Owner may, by Notice, require the Contractor to remove from the Work any employee or employee of a Subcontractor performing any of the Work, that the Owner deems incompetent, careless or otherwise objectionable.
- 4.5.3 The Contractor shall be responsible for ensuring that the Work is completed in a skillful and workmanlike manner.
- 4.5.4 All equipment, apparatus and/or devices of any kind to be incorporated into the Work that are shown or indicated on the Drawings or called for in the Specifications or required for the completion of the Work shall be entirely satisfactory to the Owner and the Design Consultant as regards operations, capacity and/or performance. No approval, either written or verbal, of any drawings, descriptive data or samples of such equipment, apparatus and/or device shall relieve the Contractor of his responsibility to turn over the same in good working order for its intended purpose at the completion of the Work in complete

accordance with the Contract Documents. Any equipment, apparatus and/or device not fulfilling these requirements shall be removed and replaced by proper and acceptable equipment, etc. or put in good working order satisfactory to the Owner and Design Consultant without additional cost to the Owner.

4.6 WARRANTY

4.6.1 The Contractor warrants to the Owner and the Design Consultant that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all workmanship will be in accordance with generally accepted industry standards, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or the Design Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 13.

4.6.2 The Contractor will be required to complete the Work specified and to provide all items needed for construction of the Project, complete and in good order.

4.6.3 The warranties set forth in this Section 4.6 and elsewhere in the Contract Documents shall survive Final Completion of the Work under Section 9.9.

4.6.4 The Contractor guarantees and warrants to the Owner all Work as follows:

- .1 That all materials and equipment furnished under this Contract will be new and the best of its respective kind unless otherwise specified;
- .2 That all Work will be in accordance with generally accepted industry standards and free of omissions and faulty, poor quality, imperfect and defective material or workmanship;
- .3 That the Work shall be entirely watertight and leak proof in accordance with all applicable industry customs and practices, and shall be free of shrinkage and settlement;
- .4 That the Work, including but not limited to, mechanical and electrical machines, devices and equipment, shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care;
- .5 That consistent with requirements of the Contract Documents, the Work shall be installed and oriented in such a manner as to facilitate unrestricted access for the operation and maintenance of fixed equipment;
- .6 That the Work will be free of abnormal or unusual deterioration which occurs because of poor quality materials, workmanship or unsuitable storage; and
- .7 That the products or materials incorporated in the Work will not contain asbestos.

4.6.5 All Work not conforming to guarantees and warranties specified in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. If required by the Design Consultant or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

4.6.5.1 The Contractor will submit a written affidavit certifying that none of the materials incorporated in the Project contain asbestos.

4.6.6 If, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof

as defined in Paragraph 8.1.3 or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor shall correct it within five (5) working days or such other period as mutually agreed, after receipt of Notice from the Owner to do so. The Owner shall give such Notice with reasonable promptness after discovery of the condition. For items that remain incomplete or uncorrected on the date of Substantial Completion, the one (1) year warranty shall begin on the date of Final Completion of the Work or upon correction of the defective Work.

4.6.7 If at any time deficiencies in the Work are discovered which are found to have resulted from fraud or misrepresentation, or an intent or attempt to or conspiracy to defraud the Owner by the Contractor, any Subcontractor or Supplier, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty.

4.6.8 Any materials or other portions of the Work, installed, furnished or stored on site which are not of the character or quality required by the Specifications, or are otherwise not acceptable to the Design Consultant or the Owner, shall be immediately removed and replaced by the Contractor to the satisfaction of the Design Consultant and Owner, when notified to do so by the Design Consultant or Owner.

4.6.9 If the Contractor fails to correct defective or non-conforming Work as required by Paragraph 4.6.6, or if the Contractor fails to remove defective or non-conforming Work from the site, as required by Paragraph 4.6.8, the Owner may elect to either correct such Work in accordance with Section 3.4 or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days written Notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Design Consultant's additional services and Owner's reasonable attorney's fees made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

4.6.10 The Contractor shall bear the cost of making good all of the Work of the Owner, Separate Contractors or others, destroyed or damaged by such correction or removal required under this Article 4, Article 13 or elsewhere in the Contract Documents.

4.7 TAXES

4.7.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time the Owner received bids for the construction of the Project, whether or not yet effective.

4.7.2 Sales and Use Tax. Contractor shall be responsible for complying with any applicable sales and use tax obligations imposed by Chapter 105, Article 5 of the North Carolina General Statutes. Where Contractor has been contracted with to oversee "new construction" or "reconstruction" as defined in G.S. 105-164.4H, Contractor shall be responsible for issuing and maintaining an Affidavit of Capital Improvement.

4.8 PERMITS, FEES AND NOTICES

4.8.1 Unless otherwise provided in the Contract Documents, The initial building permit fees required by the Charlotte Mecklenburg Building Standards (CMBS) to commence the work will be paid by the Owner. The Contractor shall, immediately following award of the Contract apply for and secure the building permit and shall secure and pay for all other permits, fees, so as not to delay the progress of the Work. The Contractor shall furnish the Owner with copies of all permits, certificates, licenses, and inspections

necessary for the proper execution and completion of the Work, including, without limitation, all building permits and other similar items. All utility company connection charges (including water & sewer tap, and associated impact fees), assessments or CMBS re-inspection fees as may be imposed by CMBS or inspections fees of any other governmental agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

4.8.2 The Contractor is responsible for all fees, permits and other costs associated with temporary utilities, including but not limited to installation, use, disconnection, removal and/or relocation.

4.8.3 The Contractor will pay for his own license, inspection and re-inspection fees for the proper execution and completion of the Work.

4.8.4 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work, including but not limited to all applicable building codes. If Contractor believes that any part of the Drawings or Specifications are inconsistent with applicable laws, rules, regulations, lawful orders of public authorities or building codes, Contractor shall Notify the Owner and Design Consultant of such inconsistencies immediately.

4.9 ALLOWANCES

4.9.1 The Contractor shall include in the Contract Sum all Allowances stated in the Contract Documents. Items covered by these Allowances shall be supplied for such amount and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

4.9.2 Unless otherwise provided in the Contract Documents:

- .1 Allowances for Work: These allowances shall cover the cost to the Contractor for the materials and equipment required by the allowance delivered at the site, all applicable taxes, unloading, uncrating and storage, protection from elements, labor, installation and finishing and other expenses required to complete the installation, time, and a fixed percentage for overhead and profit as defined in Article 12.
- .2 Allowances for Products/Materials: Allowance includes the cost of the product, delivery to the site and applicable taxes. The Contractor's costs for unloading and handling on the site, labor, installation, time, overhead, profit and other expenses contemplated for the material allowance shall be included in the Contract Sum and not in the allowance;
- .3 Whenever the cost is more than or less than the Allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expense.

4.9 SUPERINTENDENT

4.10.1 The Contractor shall employ, and have approved by the Owner, a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. If the Contractor employs more than a single individual in this role, the Owner shall be provided an organizational chart and personnel listing for the staff performing the functions of a superintendent. In such event, all references to the superintendent elsewhere in the Contract Documents shall mean the staff performing the functions of a superintendent.

4.10.2 It is understood that such superintendent shall be acceptable to the Owner and shall be the one who will be continued in that capacity for the duration of the Project, unless he ceases to be on the Contractor's payroll or the Owner otherwise agrees. The superintendent shall not be employed on any other project for or by Contractor or any other entity during the course of the Work. The Contractor, as soon as

practicable after award of the Contract but not more than 14 days after the award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of the proposed project manager and superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed project manager or superintendent or (2) that the Architect requires additional time to review. Notwithstanding the above, the Owner and Architect reserve the right to notify the Contractor of their reasonable objection to the project manager and/or superintendent based upon their performance or failure to perform their duties and responsibilities.

4.11 **PROGRESS SCHEDULE**

4.11.1 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an estimated progress schedule for the Work pursuant to the Specifications.

4.12 **RESPONSIBILITY FOR COMPLETION**

4.12.1 The Contractor shall furnish such manpower, materials, facilities and equipment and shall work the required hours to ensure the performance of the Work within the Completion Dates specified in the Owner-Contractor Agreement.

4.12.2 If it becomes apparent to the Design Consultant or Owner that the Work will not be completed within required Completion Dates, the Contractor agrees to undertake some or all of the following actions, at no additional cost to the Owner, in order to ensure, in the opinion of the Design Consultant and Owner, that the Contractor will comply with all Completion Date requirements:

- .1 Increase manpower, materials, crafts, equipment and facilities;
- .2 Increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing, including but not limited to night shifts, overtime operations and Sundays and holidays;
- .3 Reschedule activities to achieve maximum practical concurrence of accomplishment of activities;
- .4 Require that his superintendent be at the Project site not less than ten (10) hours per day, six (6) days per week; and

4.12.3 In undertaking the actions required under Paragraph 4.12.1, Contractor shall provide and comply with a recovery schedule as set forth in the Specifications.

4.12.4 If the actions taken by the Contractor are not satisfactory, the Design Consultant or Owner may direct the Contractor to take any and all actions necessary to ensure completion within the required Completion Dates, without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.

4.12.5 If, in the opinion of the Design Consultant or Owner, the actions taken by the Contractor pursuant to this Article or the progress or sequence of the Work are not accurately reflected on the construction schedule, the Contractor shall revise such schedule to accurately reflect the actual progress and sequence of the Work.

4.12.6 Failure of the Contractor to substantially comply with the requirements of this Article and the Specifications, may be considered grounds for a determination by the Owner, pursuant to Article 14, that the Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified.

4.12.7 The Owner may, at its sole discretion and for any reason, other than due to the fault of Contractor require

the Contractor to accelerate the Work by providing overtime, Saturday, Sunday and/or holiday work and/or by having all or any Subcontractors designated by the Owner provide overtime, Saturday, Sunday, and/or holiday work. In the event that the Owner requires such acceleration a Change Order shall be issued in accordance with Article 12.

- 4.12.8 This Section 4.12 does not eliminate the Contractor's responsibility to comply with the local noise ordinances, all highway permit requirements and all other applicable laws, regulations, rules, ordinances, resolutions, and permit requirements.

4.13 DOCUMENTS AND SAMPLES AT THE SITE

- 4.13.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Design Consultant upon completion of the Work.

4.14 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 4.14.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, Manufacturer, Supplier or distributor to illustrate some portion of the Work.

- 4.14.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

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

- 4.14.4 Manuals are manufacturer's installation, start-up, operating, and maintenance and repair instructions together with parts lists, pictures, sketches and diagrams, which set forth the manufacturer's requirements for the benefit of the Contractor and the Owner.

- 4.14.5 The Contractor shall prepare or have prepared at its expense and shall review, indicate approval thereupon, and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the other work of the Owner or any Separate Contractor, all Shop Drawings, Product Data, Manuals and Samples required by the Contract Documents.

- 4.14.5.1 Where the Contract calls for the submittal of manufacturer's data to the Design Consultant for information only, such submittals shall be made before the commencement of any portion of the Work requiring such submission. Work performed without benefit of approved Shop Drawings for any portion of the Work is subject to removal and replacement at no cost to the Owner.

- 4.14.5.2 When the Shop Drawings are checked "revise and resubmit", the Contractor shall make corrections and submit new copies for review. The Shop Drawings shall contain the Contractor's "approval" and corrections.

- 4.14.5.3 Contractor shall submit names of proposed Manufacturers, Material Suppliers, dealers, who are to furnish materials, fixtures, appliances or other fittings for approval as early as possible, to afford proper investigation and checking.

- 4.14.5.4 Whenever item or class of material is specified exclusively by trade name, manufacturer's name, or by catalogue reference, Contractor shall use only such item, unless written approval for substitution is secured. Contractor shall not order materials until receipt of written approval. Contractor shall furnish materials equal in every respect to approved samples.

- 4.14.6 By approving and submitting Shop Drawings, Product Data, Manuals and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor shall adhere to any supplementary processing and scheduling instructions pertaining to Shop Drawings, which may be issued by the Design Consultant.
- 4.14.6.1 Parts and details not fully indicated on the Drawings shall be detailed by the Contractor in accordance with standard engineering practice. Dimensions on the Drawings, as well as detailed drawings themselves are subject in every case to measurements of existing, adjacent, incorporated and completed, which shall be taken by the Contractor before undertaking any Work dependent on such data.
- 4.14.7 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Design Consultant's review of Shop Drawings, Product Data, Samples or Manuals unless the Contractor has specifically informed the Design Consultant in writing of such deviation at the time of submission and the Design Consultant has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility to Owner for errors or omissions in the Shop Drawings, Product Data, Samples, or Manuals by virtue of the Design Consultant's review or approval thereof.
- 4.14.8 The Contractor shall make corrections required by the Design Consultant and shall resubmit the required number of corrected copies of Shop Drawings or new Product Data or Samples. The Contractor shall direct specific attention, in writing on resubmitted Shop Drawings, Product Data or Samples or Manuals, to revisions other than those requested by the Design Consultant on previous submittals. Re-submittals necessitated by required corrections due to Contractor's errors or omissions shall not be cause for extension of Contract Time or an increase in the Contract Sum.
- 4.14.8.1 No portion of the Work requiring submission of Shop Drawings, Product Data, Samples or Manuals shall be commenced until the submittal has been approved by the Design Consultant as provided in Article 2. All such portions of the Work shall be in accordance with approved submittals.
- 4.14.9 Shop Drawings, Product Data and Samples shall be dated and shall bear the name of the Project; a description of the names of equipment, materials and items; and complete identification of locations at which materials or equipment are to be installed. Shop Drawings shall be stamped and signed stating that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 4.15 **EQUAL PRODUCTS AND SUBSTITUTIONS**
- 4.15.1 All materials, supplies and articles furnished under the Contract shall, whenever specified and otherwise practicable, be the standard products of recognized, reputable manufacturers. Unless otherwise specifically provided in the Contract Documents, the naming of a certain brand, make, manufacturer or article, device, product, material, fixture or type of construction shall convey the general style, type, character and standard of quality of the article desired and shall not be construed as limiting competition. The Contractor, in such cases, may with Owner's written approval, use any brand, make, manufacturer, article, device, product, material, fixture, form or type of construction which in the judgment of the Design Consultant is equal to that specified. An item may be considered equal to the item so named or described if, in the opinion of the Owner and Design Consultant (1) it is at least equal in quality, durability, appearance, strength, and design; (2) it will perform at least equally the specific function imposed by the general design for the Work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the Specifications. Approval by the Owner and Design Consultant will be granted based upon considerations of quality, workmanship, economy of operation, suitability for the purpose intended, warranty and

acceptability for use on the Project.

4.15.2 To obtain such approval on makes or brands of material other than those specified in Contract Documents, and not previously approved at the time the Owner received bids for the construction of the Project, the Contractor's request for approval of any substitution shall include:

- .1 Complete data substantiating compliance of the proposed substitution with the Contract Documents;
- .2 Product identification including manufacturers' name, address, and phone number;
- .3 Manufacturer's literature showing complete product description, performance and test data, and all reference standards;
- .4 Samples and colors in the case of articles or products;
- .5 Names and addresses of similar projects on which the product was used and date of installation;
- .6 For construction methods, include a detailed description for the proposed method and drawings illustrating same;
- .7 Itemized comparison of proposed substitution with product or method specified and any cost reduction, which shall benefit the Owner;
- .8 Accurate cost data on proposed substitution in comparison with product or method specified;
- .9 All directions, specifications, and recommendations by manufacturers for installation, handling, storing, adjustment, and operation; and
- .10 Item by item comparison of characteristics of substitution item with those items specified.

4.15.3 The Contractor shall also submit with his request for approval a sworn and notarized statement which shall include all of the following representations by the Contractor, namely that:

- .1 He has investigated the proposed product or method and determined that it is equal or better in all respects to that specified and that it fully complies with all requirements of the Contract Documents;
- .2 He will meet all contract obligations with regard to this substitution;
- .3 He will coordinate installation of accepted substitutions into the Work, making all such changes and any required schedule adjustments, at no additional cost to the Owner, as may be required for the Work to be complete in all respects;
- .4 He waives all Claims for additional costs and additional time related to substitutions, which consequently become apparent. He also agrees to hold the Owner harmless from Claims for extra costs and time incurred by other Subcontractors and suppliers, or additional services which may have to be performed by the Design Consultant, for changes for extra work that may, at some later date, be determined to be necessary in order for the Work to function in the manner intended in the Contract Documents;
- .5 He will provide the same warranty and guarantee, and perform any work required in accordance therewith, for the substitution that is applicable to the specified item for which the substitution is requested;
- .6 Material will be installed, handled, stored, adjusted, tested, and operated in accordance with the manufacturers' recommendation and as specified in the Contract Documents.

- .7 In all cases new materials will be used unless this provision is waived by Notice from the Owner or his Design Consultant, or unless otherwise specified in the Contract Documents;
 - .8 All material and workmanship will be in every respect in accordance with that which, in the opinion of the Owner or Design Consultant, is in conformity with approved modern practice; and
 - .9 He has provided accurate cost data on the proposed substitution in comparison with the product or method specified.
- 4.15.4 Subject to the provisions of any applicable laws, approval for substitutions or equal products shall be at the sole discretion of the Owner, shall be in writing to be effective, and the decision of the Owner shall be final. The Owner or Design Consultant may require tests of all materials proposed for substitution so submitted to establish quality standards, at the Contractor's expense. After approval of a substitution, if it is determined that the Contractor submitted defective information or data regarding the substitution upon which Owner's approval was based, and that unexpected or unanticipated extensive redesign or rework of the Project will be required in order to accommodate the substitution, or that the substituted item will not perform or function as well as the specified item for which substitution was requested, the Contractor will be required to furnish the original specified item or obtain approval to use another substitution; the Contractor shall pay all costs, expenses or damages associated with or related to the unacceptability of such a substitution and the resultant utilization of another item and no time extension shall be granted for any delays associated with or related to such substitution.
- 4.15.5 If a substitution is approved, no further change in brand or make will be permitted unless satisfactory, written evidence is presented to and approved by the Owner that the manufacturer cannot make scheduled delivery of the approved substituted item. The Owner will not consider substitutions for approval if:
- .1 The proposed substitution is indicated or implied on the Contractor's Shop Drawing or product data submittal and has not been formally submitted for approval by the Contractor in accordance with the above-stated requirements, or
 - .2 Acceptance of the proposed substitution will require substantial design revisions to the Contract Documents or is otherwise not acceptable to the Owner and Design Consultant.
- 4.15.6 Except as otherwise provided for by the provisions of any applicable laws, the Contractor shall not have any right of appeal from the decision of the Owner rejecting any materials submitted if the Contractor fails to obtain the approval for substitution under this Article.
- 4.16 USE OF SITE
- 4.16.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, easements, right-of-way agreements and within the limits of construction as shown on the Contract Documents. The Contractor shall not unreasonably encumber the site, in the opinion of the Owner, with any materials, equipment or trailers nor shall he block the entrances or otherwise prevent reasonable access to the site, other working and parking areas, completed portions of the Work and/or properties, storage areas, areas of other facilities that are adjacent to the worksite. If the Contractor fails or refuses to move said material, equipment or trailers within twenty four (24) hours of notification by the Owner, to so do, the Owner shall have the right, without further notice, to remove, at the Contractor's expense, any material, equipment and/or trailers which the Owner deems are in violation of this Paragraph.
- 4.17 CUTTING AND PATCHING OF WORK
- 4.17.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly and in accordance with the Contract Documents.

- 4.17.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any Separate Contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any Separate Contractor except with the written consent of the Owner and of such Separate Contractor. The Contractor shall not unreasonably withhold from the Owner or any Separate Contractor his consent to cutting or otherwise altering the Work. The Owner shall not be required to accept work with a cut, splice, or patch when such cut, splice or patch is not generally accepted practice for the particular work involved or is otherwise unworkmanlike in the opinion of the Design Consultant or the Owner.
- 4.17.3 Existing structures and facilities including but not limited to building, utilities, topography, streets, curbs, walks, etc., that are damaged or removed due to required excavations or other construction work, shall be patched, repaired or replaced by the Contractor to satisfaction of the Design Consultant and the Owner of such structures and facilities and authorities having jurisdiction. In event the local jurisdictional authorities require that such repairing and patching be done with their own labor and materials, the Contractor shall abide by such regulations and pay for such work with no increase in the Contract Sum.
- 4.18 CLEANING UP
- 4.18.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work and before final payment is made, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.
- 4.18.2 If the Contractor fails to clean up during or at the completion of the Work, the Owner may do so as provided in Section 6.3 and the cost thereof shall be charged to the Contractor.
- 4.19 COMMUNICATIONS
- 4.19.1 All communications from the Contractor relating to the Contract Documents or the construction schedule will be directed to the Design Consultant and copied to the Owner. Similarly, all correspondence from the Owner or Design Consultant will be directed to the Contractor and copied to the Owner or Design Consultant.
- 4.20 ROYALTIES AND PATENTS
- 4.20.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights arising out of the Work and shall save the Owner harmless from loss on account thereof.
- 4.21 INDEMNIFICATION
- 4.21.1 To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, indemnify, defend, and hold harmless the Owner and its agents, representatives, and employees from and against all claims, actions, judgments, costs, liabilities, penalties, damages, losses and expenses, including but not limited to attorneys' fees, arising out of and/or resulting from the performance of the Work, provided that any such claim, action, judgment, cost, liability, penalty, damage, loss or expense is caused by any negligent act, error or omission of the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be legally liable. The above obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 4.21.1. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N.C. Gen. Stat. § 6-21.2. The parties also specifically acknowledge that the Owner is a public body and it is the intent of the parties that the Owner not incur any expenses when the Contractor is solely responsible for the claims.
- 4.21.2 In any and all claims against the Owner or the Design Consultant or any of their agents, representatives,

or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 4.21 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 4.21.3 No provision of this Section 4.21 shall give rise to any duties on the part of the Design Consultant or the Owner, or any of their agents, representatives, or employees.

4.22 **PERSONS AUTHORIZED TO SIGN DOCUMENTS**

- 4.22.1 The Contractor, within five (5) days after the earlier of the date of a Notice to Proceed or the date of the Owner-Contractor Agreement, shall file with the Owner a list of all persons who are authorized to sign documents such as contracts, certificates, and affidavits on behalf of the Contractor and to fully bind the Contractor to all the conditions and provisions of such documents, except that in the case of a corporation he shall file with the Owner a certified copy of a resolution of the Board of Directors of the corporation in which are listed the names and titles of corporation personnel who are authorized to sign documents on behalf of the corporation and to fully bind the corporation to all the conditions and provisions of such documents.

4.23 **CONDITIONS AFFECTING THE WORK**

- 4.23.1 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions that can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, Multi-Prime Contract conditions, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of his officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

- 4.23.2 If in the execution of the Work any valuable items or materials of any kind are discovered buried or hidden within the Work, such items or materials shall be the property of the Owner. The Contractor shall take reasonable precautions to prevent any persons from removing or damaging such items or materials and shall immediately upon discovery thereof and before removal, acquaint the Owner or the Design Consultant with such discovery and carry out, at the expense of the Owner, the Owner's or the Design Consultant's orders as to disposal of the same.

4.24 **COMPLIANCE WITH BOARD POLICIES AND PROCEEDURES**

The Contractor acknowledges that Board policies are available for review at www.cms.k12.nc.us and agrees to comply with the policies. The Contractor also agrees to comply with the following provisions:

- 4.24.1 The Contractor, its Subcontractors and employees shall not possess or carry, whether openly or concealed, any gun, rifle, pistol, or explosive on any property owned by the Owner. This includes firearms locked in containers, vehicles or firearm racks within vehicles. The Contractor, its Subcontractors and employees shall not cause, encourage or aid a minor, who is less than 18 years old to possess or carry, whether openly or concealed, any weapons on any property owned by the Owner.

- 4.24.2 The Contractor, its Subcontractors and employees, are prohibited from profane, lewd, obscene or offensive conduct or language, including engaging in sexual harassment.
- 4.24.3 The Contractor and its Subcontractors shall not manufacture, transmit, conspire to transmit, possess, use or be under the influence of any alcoholic or other intoxicating beverage, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or anabolic steroids, or possess, use, transmit or conspire to transmit drug paraphernalia on any property owned by the Owner.
- 4.24.4 The Contractor and its Subcontractors may not at any time use or display tobacco or nicotine-containing products, including but not limited to electronic cigarettes (e-cigarettes), on school premises, both indoor and outdoor. The prohibition of the display of tobacco or nicotine products shall not extend to a display that has a legitimate instructional or pedagogical purpose. For purposes of this Contract, “tobacco product” is defined to include cigarettes, cigars, blunts, bidis, pipes, chewing tobacco, snuff, and any other items containing or reasonably resembling tobacco, tobacco products, or any facsimile thereof. “Tobacco use” includes smoking, chewing, dipping, or any other use of tobacco products.
- 4.24.5 The Contractor, its Subcontractors and employees shall not solicit from or sell to students or staff within the Owner’s facilities or campuses, and shall not give gifts of any value to school system employees.
- 4.24.6 Operators of all commercial vehicles on any property owned by the Owner shall be subject to post-accident, random, reasonable suspicion and follow-up testing for drugs and alcohol.
- 4.24.7 The Contractor, its Subcontractors and employees are prohibited from using access to the site pursuant to this Agreement as a means to date, court, or enter into a romantic or sexual relationship with any student enrolled in the Charlotte-Mecklenburg Schools. The Contractor agrees to indemnify the Owner for claims against the Owner resulting from relationships which have occurred or may occur between a student and an employee of the Contractor or Subcontractor.
- 4.24.8 Lunsford Act/Criminal Background Checks. The Contractor shall conduct at its own expense sexual offender registry checks on each of its owners, employees, agents, or Subcontractors (“contractual personnel”) who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites.. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For the Contractor’s convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at [http:// www. nsopw.gov/](http://www.nsopw.gov/). The Contractor shall provide certification that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Contractor shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Contractor agrees to conduct the registry checks and provide a supplemental certification before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Contractor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Contractor shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Contractor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Contractor specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this Section at any time in the school system’s sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the Owner may conduct additional criminal records checks at the Owner’s expense. If the school system exercises this right to conduct additional criminal records checks, Contractor agrees to provide within seven (7) days of request the full

name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Contractor further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The Owner reserves the right to prohibit any contractual personnel of Contractor from delivering goods or providing services under this Agreement if the Owner determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

- 4.24.9 Contractor shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Contractor shall also ensure that any of its Subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Agreement. Contractor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
- 4.24.10 The Contractor, its Subcontractors and employees shall not interact with any students. Nothing in Paragraph 4.24 shall be construed to prevent the Contractor, its Subcontractors and employees from taking necessary measures to protect students, staff or other employees.
- 4.24.11 The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to it. The Owner may require the Contractor to remove any employee the Owner deems incompetent, careless or otherwise objectionable.
- 4.24.12 All agents and workers of the Contractor and its Subcontractors shall wear identification badges provided by the Contractor at all times they are on the Owner’s property. The identification badges shall at a minimum display the company name, telephone number, employee name and a picture of the employee.
- 4.24.13 The Contractor shall comply with the Owner’s site or school building access procedures when working on any existing school campus.
- 4.24.14 Anti-Nepotism. The Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Owner’s Board of Education or of any principal or central office staff administrator employed by the Owner. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Contractor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Contractor shall immediately disclose the family relationship in writing to the Superintendent. Unless formally waived by the Owner, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to Contractor.
- 4.24.15 Restricted Companies Lists. Contractor represents that as of the date of this Agreement, Contractor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Contractor also represents that as of the date of this Agreement, Contractor is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

- 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor may be referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any Separate Contractor or his subcontractors.
- 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site or who contracts to perform or supply any of the Work under the scope of a Subcontractor's subcontract. The term Sub-subcontractor may be referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.
- 5.1.3 Nothing contained in the Contract Documents is intended to, nor shall it create, any contractual relationship between the Owner, the Design Consultant, or any of their agents, consultants, employees, independent contractors, or representatives and any Subcontractor, Sub-subcontractor, Supplier or Vendor of the Contractor, except the relationship between Owner and Contractor, but the Owner shall be entitled to performance of all obligations intended for his benefit, and to enforcement thereof.
- 5.1.4 The Owner and Design Consultant will not deal directly with any Subcontractor, Sub-subcontractor or Material Supplier. Communication will be made only through the Contractor. Subcontractor, Sub-subcontractors or Material Suppliers shall route requests for information or clarification through the Contractor to the Design Consultant.

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

- 5.2.1 The Contractor, in compliance with the requirements of the Contract Documents and within ten (10) days after the Notice to Proceed, shall furnish in writing to the Owner 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. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner to reply within a reasonable time shall constitute notice of no reasonable objection. The Contractor understands and agrees that no contractual agreement exists for any part of the Work under this Contract between the Owner and any of the Contractor's Subcontractors or Sub-subcontractors. Further, the Contractor understands and agrees that he alone is responsible to the Owner for the Work under this Contract and that any review of Subcontractors or Sub-subcontractors by the Owner will not in any way make the Owner responsible to any Subcontractor, nor responsible for the actions or failures of any Subcontractor or Sub-subcontractor.
- 5.2.1.1 The Contractor shall identify in the list of names of the Subcontractors proposed, those Subcontractors that are MWSBE Businesses and indicate the portion of the Work that each Subcontractor will perform.
- 5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner has made reasonable objection under the provisions of Paragraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.
- 5.2.3 If the Owner has reasonable objection to any proposed person or entity under Paragraph 5.2.1, the Contractor shall name a substitute to whom the Owner has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued, subject to an audit of said difference by the Owner; provided,

however, that no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Paragraph 5.2.1 and the original proposed Subcontractor was: (i) able to carry out his work under his proposed subcontract, (ii) able to comply with all applicable laws, (iii) was an ongoing business in the field of his proposed subcontract, and (iv) had a labor force, capital and a means of supply compatible with the scope of his proposed subcontract.

5.2.4 If the Owner requires a change of any proposed Subcontractor or person or organization previously accepted by him on the Project, the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued, subject to an audit by Owner.

5.2.5 The Contractor shall notify the Owner and the Design Consultant of any substitution for any Subcontractor identified in accordance with Subparagraph 5.2.1.1. The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner or the Design Consultant makes reasonable objection to such substitution. Also, Contractor may make no substitution of Subcontractors in violation of applicable law.

5.2.6 If during the duration of the Project, the Contractor effects a substitution for any Subcontractor per Paragraph 5.2.5, or if additional subcontract opportunities become available, the Contractor shall make a good faith effort to utilize MWSBE Businesses.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an 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 the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Contract Documents, assumes toward the Owner. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the agreement between the Contractor and Subcontractor, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Contract Documents available to his Sub-subcontractors.

5.3.2 The provisions herein regarding Subcontractor approvals shall in no way affect the liability of the Contractor to the Owner regarding performance of all obligations by or payment of Subcontractors. Approval to subcontract with any given Subcontractor shall not to any degree relieve the Contractor of his obligation to perform or have performed to the full satisfaction of the Owner the Work required by this Contract.

5.3.3 The Contractor shall submit Notice to the Owner of any Claims by Subcontractors for which the Owner is believed to be responsible, in strict conformance with the same time requirements and other procedures established for the submission of the Contractor's Claims to the Owner.

5.4 QUALIFICATION SUBMITTALS

5.4.1 Specific qualification submittals may be required of Subcontractors, installers and suppliers for certain critical items of the Work. Required qualification submittals are set forth in detail in the Specifications and shall be collected and submitted by the Contractor for review and approval by the Design Consultant.

All information required of a single Subcontractor, installer or supplier shall be contained in a single, complete submittal.

- 5.4.2 The Owner and Design Consultant shall reject any proposed Subcontractor, installer or supplier, or any qualification submittals related thereto, for the following reasons:

.1The Contractor's failure to submit requested information within the specified time; or

.2The Contractor's failure to provide all of the requested information; or

.3The Contractor's submission of a Subcontractor, installer or supplier, or qualifications thereof, which are unacceptable in the judgment of the Owner or Design Consultant.

- 5.4.3 Should the Owner or Design Consultant have reasonable objection to any proposed Subcontractor, installer or supplier, the Contractor shall submit another person or firm who are reasonably acceptable to the Owner and Design Consultant.

5.5 PREPARATORY WORK

- 5.5.1 Before starting a portion of the Work, the Contractor and the responsible Subcontractor shall carefully examine all preparatory work that has been executed to receive his work. The Subcontractor shall check carefully, by whatever means are required, to ensure that his work and adjacent related work will finish to proper contours, planes and levels. He shall promptly notify the Contractor and the Design Consultant of any defects or imperfections in preparatory work, which will, in any way, affect satisfactory completion of his work. Absence of such notification will be construed as an acceptance of preparatory work and later Claims of defects therein will not be recognized.

- 5.5.2 Under no conditions shall a portion of the Work proceed prior to preparatory work having been completed, cured, dried, and otherwise made satisfactory to receive such related work. Responsibility for timely installation of all materials rests solely with the Contractor, who shall maintain coordination control at all times.

ARTICLE 6

WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

- 6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar conditions of the Contract.

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

6.2 MUTUAL RESPONSIBILITY

- 6.2.1 The Contractor shall afford Separate Contractors and the Owner reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate the Work with that of the Owner and other contractors to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the Work as will not unduly or unreasonably interfere with the progress of the Work or the work of any other contractors.

- 6.2.1.1 If the execution or result of any part of the Work depends upon any work of the Owner or of any Separate Contractor, the Contractor shall, prior to proceeding with the Work, inspect and promptly report to the Owner in writing any apparent discrepancies or defects in such work of the Owner or of any Separate Contractor that render it unsuitable for such proper execution or result of any part of the Work.
- 6.2.1.2 Failure of the Contractor to so inspect and report shall constitute an acceptance of the Owner's or Separate Contractor's work as fit and proper to receive the Work, except as to defects which may develop in the Owner's or Separate Contractor's work after completion of the Work and which the Contractor could not have discovered by its inspection prior to completion of the Work.
- 6.2.2 Should the Contractor cause damage to the Work or property of the Owner or of any Separate Contractor on the Project, or to other work on the site, or delay or interfere with the Owner's work on ongoing operations or facilities or adjacent facilities or said Separate Contractor's work, the Contractor shall be liable for the same; and, in the case of another contractor, the Contractor shall attempt to settle said Claim with such other contractor prior to such other contractor's institution of litigation or other proceedings against the other contractor.
- 6.2.2.1 Should a Separate Contractor be declared in default by the Owner, the Owner shall not be obligated to hire a contractor to perform the work of the Separate Contractor during the time the Separate Contractor's surety is remedying the default pursuant to Paragraph 3.4.2.
- 6.2.2.2 If such Separate Contractor sues the Owner or Design Consultant on account of any damage, delay or interference cause or alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend the Owner and Design Consultant in such proceedings at the Contractor's expense. If any judgment or award is entered against the Owner or Design Consultant in such proceedings, the Contractor shall satisfy the same and shall reimburse the Owner and Design Consultant for all damages, expenses, attorney's fees and other costs which the Owner or Design Consultant incurs as a result thereof.
- 6.2.3 Should a Separate Contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present directly to said Separate Contractor any Claims it may have as a result of such damage, delay or interference (with an information copied to the Owner) and shall attempt to settle its Claim against said Separate Contractor prior to the institution of litigation or other proceedings against said Separate Contractor.
- 6.2.3.1 In no event shall the Contractor seek to recover from the Owner or the Design Consultant, and the Contractor hereby waives any Claims against the Owner and Design Consultant relating to any costs, expenses (including, but not limited to, attorney's fees) or damages or other losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused by any Separate Contractor.
- 6.2.4 Whenever Contractor receives items from another contractor or from Owner for storage, erection or installation, the Contractor receiving such items shall give receipt for items delivered, and thereafter will be held responsible for care, storage and any necessary replacing of item or items received.
- 6.2.5 When certain items of equipment and other work are indicated as "NIC" (not in contract), or to be furnished and installed under other contracts, any requirements set forth in the Contract Documents for preparation of openings, provision of backing, etc., for receipt of such "NIC" work will be furnished upon written request of the Contractor who shall properly form and otherwise prepare his work in a satisfactory manner to receive such "NIC" work.
- 6.3 OWNER'S RIGHT TO PERFORM DISPUTED WORK
- 6.3.1 If a dispute arises between the Contractor and Separate Contractors as to their responsibility for cleaning up as required by Section 4.18 or for accomplishing coordination or doing required cutting, filling, excavating or patching as required by Section 4.17, the Owner may carry out such work and charge the

cost thereof to the responsible party as the Owner shall determine to be just.

6.4 COORDINATION OF THE WORK

- 6.4.1 By entering into this Contract, Contractor acknowledges that there may be other contractors on the site whose work will be coordinated with that of his own. Contractor expresses, warrants and guarantees that he will cooperate with other contractors and will do nothing to delay, hinder or interfere with the work of other Separate Contractors, the Owner or Design Consultant. Contractor also expressly agrees that, in the event his work is hindered, delayed, interfered with or otherwise affected by a Separate Contractor, his sole remedy will be a direct action against the Separate Contractor as described in this Article 6. Contractor will have no remedy, and hereby expressly waives any remedy, against the Owner and/or the Design Consultant on account of delay, hindrance, interference or other event caused by a Separate Contractor.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

- 7.1.1 This Contract shall be governed by the laws of the State of North Carolina. The Contractor and Owner agree that Mecklenburg County, North Carolina shall be the proper venue for any litigation arising out of this Agreement.
- 7.1.2 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly or fully inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

7.2 SUCCESSORS AND ASSIGNS

- 7.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner and the Contractor's Surety.

7.3 CLAIMS AND DAMAGES

- 7.3.1 Should the Contractor, Subcontractor or any Sub-subcontractor suffer injury or damage to person or property because of any act or omission of the Owner or Design Consultant, or of any of their employees, agents or others for whose acts either is legally liable, the Claim on behalf of the Contractor its Subcontractors or Sub-subcontractors shall be made by giving Notice to the Owner, as provided in Article 15 ; otherwise, the Contractor, Subcontractors and Sub-subcontractors shall have waived any and all rights he may have against the Owner or the Design Consultant, or their employees, representatives and agents. The Contractor shall indemnify, defend and hold the Owner harmless from any Claim by a Subcontractor that is waived because it is not filed in strict conformance with this Paragraph or any other provision of the Contract regarding Claims.

7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- 7.4.1 The Contractor shall furnish bonds covering the faithful performance of the Contract and the payment of

all obligations arising thereunder in a form and with a Surety satisfactory to the Owner.

- 7.4.2 The Contractor is required to furnish in duplicate a Performance Bond and a Labor and Material Payment Bond, each in the amount of one hundred percent (100%) of the Contract Sum, written by a surety company licensed to do business in North Carolina and with a minimum AM Best "A" rating or comparable rating from another service reasonably acceptable to Owner.

7.5 RIGHTS AND REMEDIES

- 7.5.1 The duties and obligations of the Contractor imposed by the Contract Documents and the rights and remedies of the Owner available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

- 7.5.2 Except as may be specifically agreed in writing, the failure of the Owner or the Design Consultant to insist in any one or more instances upon the strict performance of any one or more of the provisions of the Contract, or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provisions or right(s) or of the right to subsequently demand such strict performance or exercise such right(s), and the rights shall continue unchanged and remain in full force and effect.

- 7.5.3 The Contractor agrees that he can be adequately compensated by money damages for any breach of the Contract which may be committed by the Owner and hereby agrees that no default, act, or omission of the Owner or the Design Consultant, except for failure to make progress payments as required by the Contract Documents, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of the Contract or (unless the Owner shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which he might otherwise be or become entitled, save only his right to money damages.

7.6 TESTS AND INSPECTIONS

- 7.6.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner and Design Consultant timely Notice of its readiness so the Design Consultant and the Owner may observe such inspection, testing or approval. Unless otherwise specifically provided in the Contract Documents, the Contractor shall bear all costs of such inspections, tests or approvals, except that Owner shall pay for "special inspections" as defined and required in Section 1704, the North Carolina State Building Code, or successor section. In the event that such "special inspections" reveal a failure of the Work to comply with the Contract Documents or applicable laws, ordinances, regulations or orders of public authorities having jurisdiction, Contractor shall reimburse the Owner for the costs of such "special inspections".

- 7.6.1.1 Unless otherwise stipulated in the Contract Documents, the Contractor shall pay for all utilities required for testing of installed equipment of all of his work and work of each Subcontractor. Boiler fuel other than gas shall be provided by Subcontractor furnishing boilers. Labor and supervision required for making such tests shall be provided at no additional cost to the Owner.

- 7.6.2 If the Design Consultant or the Owner determines that any portion of the Work requires additional inspection, testing, or approval which Paragraph 7.6.1 does not include, the Owner will instruct the Contractor to order such additional inspection, testing or approval, and the Contractor shall give Notice as provided in Paragraph 7.6.1. If such additional inspection or testing reveals a failure of any portion of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including compensation for the Design Consultant's and Owner's additional construction management expenses made necessary by such failure.

- 7.6.3 With regard to inspections and tests, the costs of which the Owner is responsible for paying, they will be made by a pre-qualified, independent testing agency selected by the Owner. The cost of the initial services of such agency will be paid by the Owner. When the initial tests indicate non-compliance with the Contract Documents, any subsequent testing occasioned by non-compliance shall be performed by the same agency and the cost thereof shall be borne by the Contractor. Representatives of the testing agency shall have access to the Work at all times. The Contractor shall provide facilities for such access in order that the agency may properly perform its functions.
- 7.6.4 The independent testing agency, contracted by the Owner, shall prepare the test reports, logs, and certificates applicable to the specific inspections and tests and promptly deliver the specified number of copies to the designated parties. Certificates of inspection, testing or approval required by public authorities shall be secured by the Contractor and promptly delivered by him to the Owner, in adequate time to avoid delays in the Work or final payment therefore.
- 7.6.5 If the Design Consultant or the Owner is to observe the inspections, tests or approvals required by the Contract Documents, laws, ordinances, rules, regulations, or order of any public authority having jurisdiction or that are required to establish compliance with the Contract Documents, he will do so promptly and, where practicable, at the normal place of testing.
- 7.6.6 The Contractor shall pay for and have sole responsibility for inspections or testing performed exclusively for his own convenience.
- 7.7 UNENFORCEABILITY OF ANY PROVISION
- 7.7.1 If any provision of this Contract is held as a matter of law to be unenforceable or unconscionable, the remainder of the Contract shall be enforceable without such provision.
- 7.8 ATTORNEYS' FEES AND OTHER EXPENSES
- 7.8.1 The Contractor hereby agrees that he will not submit, assert, litigate or otherwise pursue any frivolous or unsubstantiated Claims or Claims he has specifically waived under the terms of the Contract Documents. In the event that the Contractor's or its Subcontractor's or Sub-subcontractor's Claims, or any separate item of a Claim, is without substantial justification, the Contractor shall reimburse the Owner or Design Consultant for all costs and expenses associated with defending such Claim or separate item, including but not limited to, attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction management expenses, or services and any other consultant costs.
- 7.8.2 If the Contractor breaches any obligation under the Contract Documents, the Contractor shall reimburse the Owner and Design Consultant for all costs and expenses incurred by the Owner relating to such breach, including but not limited to attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction management expenses, and any other consultant costs.
- 7.8.3 If the Owner or Design Consultant substantially prevails in a Claim brought against the Contractor, or in defending a Claim brought by the Contractor, including but not limited to, Claims for fraud or misrepresentation, overpayment, defective work, delay damages, and recovery of termination expenses, the Contractor shall reimburse the Owner and/or Design Consultant for all costs and expenses incurred by them relating to such Claim, including but not limited to attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction management expenses, and any other consultant costs.

ARTICLE 8

TIME

8.1 DEFINITIONS

- 8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Final Completion of the Work as defined in Paragraph 8.1.4, including authorized adjustments thereto. The Contractor shall achieve Final Completion within the Contract Time.
- 8.1.2 The date of commencement of the Work is the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein. The Contractor shall not commence work or store materials or equipment on site until written Notice to Proceed is issued or until the Contractor otherwise receives the Owner's written consent.
- 8.1.3 The date of Substantial Completion of the Work or designated portion thereof is the date certified by the Design Consultant and the Owner when the Work or a designated portion thereof is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully and legally occupy and utilize the Work or designated portion thereof for the use for which it is intended, with all of the parts and systems operable as required by the Contract Documents, including a test and balance report for the mechanical system. Only incidental corrective work and any final cleaning beyond that needed for the Owner's full use may remain for Final Completion. The Contractor acknowledges and agrees that the intercom, telephone, data security, building automation system (including functional graphics at the site), MATV, and other educational operational systems are required for the Owner's use of the building for its intended purpose. The Contractor shall provide operation and maintenance manuals to the Owner as required by the Contract Documents prior to Substantial Completion and shall provide the required training on the operation of the equipment and systems within two weeks of Substantial Completion or later date as approved by the Owner. The Contractor shall achieve Substantial Completion by the date specified in the Supplemental Conditions including authorized adjustments thereto. The Owner's occupancy of incomplete work shall not alter the Contractor's responsibilities pursuant to this paragraph. Only incidental corrective work and any final cleaning beyond that needed for the Owner's full use may remain for Final Completion. The issuance of a temporary or final certificate of occupancy shall not, in itself, constitute Substantial Completion.
- 8.1.4 Final Completion of the Work occurs on the date certified by the Design Consultant and the Owner when the Work is totally complete, to include punch list work, in accordance with the Contract Documents and the Owner may fully occupy and utilize the Work for the use for which it is intended. The issuance of a temporary or final certificate of occupancy shall not, in itself, constitute Final Completion.
- 8.1.5 The term Day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. All dates shall mean midnight of the indicated day unless otherwise stipulated.
- 8.1.6 Completion Dates shall mean the dates set forth in the Supplemental Conditions for Substantial Completion and Final Completion.

8.2 PROGRESS AND COMPLETION

- 8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract with respect to the Contractor's performance.
- 8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Paragraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the time frames stated in the Contract Documents.
- 8.2.3 Attention is directed to the fact that the Work is urgently needed by the Owner; for this reason, it shall be

agreed that the Contractor and its Subcontractors will achieve Substantial Completion of the Work under the Contract within the time established under Paragraph 8.2.4 of the Supplemental Conditions after award of Contract, or Notice to Proceed, and that he will achieve Final Completion of the Work in all its details for final acceptance within the time established under Paragraph 8.2.4 of the Supplemental Conditions.

8.3 DELAYS AND EXTENSIONS OF TIME

- 8.3.1 The time during which the Contractor or any of the Subcontractors is delayed in the performance of the Work by the issuance of any required permits, acts of god, excessive inclement weather, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotions or freight embargoes, or other conditions beyond the Contractor's or the Subcontractors' control and which the Contractor or the Subcontractors could not reasonably have foreseen and provided against, except for delays caused solely by the Owner, Design Consultant or their consultants, shall be added to the time for completion of the Work stated in the Contract. Neither the Owner nor the Design Consultant shall be obligated or liable to the Contractor or the Subcontractors for indirect or direct damages, costs or expenses of any nature which the Contractor, the Subcontractors, or any other person may incur as a result of any of the delays, interferences, changes in sequence in the Work included in this Section 8.3.1. The Contractor hereby expressly waives any Claims against the Owner and the Design Consultant on account of any indirect or direct damages, lost profits, costs or expenses of any nature which the Contractor, the Subcontractors or any other person may incur as a result of any delays, interferences, changes in sequence or the like, and it is understood and agreed that the Contractor's sole and exclusive remedy in any such events shall be an extension of the Contract time in accordance with the Contract Documents.
- 8.3.2 In the event Project delays arise from or out of any act or omission of the Owner, Design Consultant or their consultants, the time during which the Project is delayed shall be added to the Contract and the Contractor may be reimbursed for its direct Project damages, excluding general overhead expenses and indirect costs, if the Contractor strictly complies with this Article 8.3. Notwithstanding the previous sentence, if the Contractor or Subcontractor in any way shares in responsibility for the delay, neither the Owner nor the Design Consultant shall be obligated or liable to the Contractor or the Subcontractors for indirect or direct damages, costs or expenses of any nature which the Contractor, the Subcontractors, or any other person may incur as a result of any of the delays, interferences, changes in sequence of the Work, and the Contractor's sole remedy, if any, shall be an extension of the Contract time.
- 8.3.3 In the event Project delays arise solely from or out of any act or omission of the Contractor, Subcontractors or their agents, the Contractor shall not be entitled to extension of the Contract time and shall be subject to the payment of Liquidated Damages as provided in this Contract.
- 8.3.4 The Contract time shall be adjusted only for changes pursuant to section 12.1, suspension of the Work pursuant to paragraph 3.3.2 or paragraph 3.3.3, and excusable delays pursuant to paragraph 8.3.4. In the event the Contractor requests an extension of the Contract time or files a Claim related to any form of delay, it shall furnish such justification and supporting evidence as the Owner may deem necessary for a determination of whether or not the Contractor is entitled to an extension of time under the provisions of the Contract, and shall further conform to all of the requirements of the specifications. The burden of proof to substantiate a Claim shall rest with the Contractor, including evidence that the cause was beyond its control. The Owner shall base its findings of fact and decision on such justification and supporting evidence, including a finding that the alleged delay impacted the Project's critical path, and shall advise the Contractor in writing thereof. If the Owner finds that the Contractor is entitled to any extension of the Contract time, the Owner's determination of the total number of days of extension shall be based upon the currently approved progress schedule and on all data relevant to the extension. Such data will be incorporated into the schedule in the form of a revision thereto, accomplished in a timely manner. The Contractor acknowledges and agrees that actual delays (due to said changes, suspension of Work or excusable delays) in activities which, according to the schedule, do not affect the Contract time, do not have any effect upon the Contract time and therefore will not be the basis for a change therein. The Contractor acknowledges and agrees that time extensions will be granted only to the extent that excusable delays exceed the available float in the critical path activities in the Contractor's currently approved schedule.

- 8.3.4.1 Extensions in the Contract time by Change Orders are subject to extension-in-time audit by the Owner as follows:
- 8.3.4.1.1 The Contractor agrees that, even though the Owner, Contractor and Design Consultant have previously signed a Change Order containing an extension-in-time resulting from a change in or addition to the Work that said extension in the Contract time may be adjusted by an audit after the fact by the Owner. If such an audit is to be made, the Owner must undertake the audit and make a ruling within thirty (30) days after the completion of the Work under the Change Order.
- 8.3.4.1.2 The Contractor agrees that any extension of the Contract time to which it is entitled arising out of a Change Order undertaken on a force accounting (labor and materials) basis, shall be determined by an extension-in-time audit by the Owner after the Work of the Change Order is completed. Such rulings shall be made by the Owner within thirty (30) days after a request for same is made by the Contractor or Design Consultant, except said thirty (30) days will not start until the Work under the Change Order is completed.
- 8.3.4.1.3 Should a time extension be granted for Substantial Completion, the date for Final Completion shall be appropriately adjusted unless specifically stated otherwise.
- 8.3.4.2 Subject to other provisions of the Contract, the Contractor may be entitled to an extension of the Contract time (but no increase in the Contract sum) for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, the Subcontractors or suppliers as follows:
- 8.3.4.2.1 Labor disputes and strikes (including strikes affecting transportation), that do, in fact, directly delay the progress of the Work on the critical path; however, an extension of Contract time on account of an individual labor strike shall not exceed the number of days of said strike;
- 8.3.4.2.2 Acts of nature: tornado, fire, hurricane, blizzard, earthquake, or flood that damage Work in place or stored materials or adversely impact the schedule's critical path;
- 8.3.4.2.3 Excessive inclement weather; however, the Contract time will not be extended due to reasonably anticipated inclement weather or for delays in the aftermath of inclement weather, reasonably anticipated or excessive. The time for performance of this Contract, as stated in the Contract Documents, includes an allowance for calendar days which may not be available for construction out-of-doors; for the purposes of this Contract, the Contractor agrees that the number of calendar days per month stated below are to be considered reasonably anticipated inclement weather and planned for in the construction schedule per the specifications, , construction schedules and reports. Unless the Contractor can substantiate to the satisfaction of the Owner that there was greater than the reasonably anticipated inclement weather considering the time from the notice-to-proceed until the building is enclosed using data from the national weather service station at Charlotte Airport (CLT), North Carolina, or a weather station acceptable to the Owner and that such alleged greater than reasonably anticipated inclement weather actually delayed the Work or portions thereof which had an effect upon the Contract time, the Contractor shall not be entitled to an extension of time.

For the purpose of this Contract, the Contractor agrees to anticipate and plan for inclement weather for the number of calendar days in accordance with the following table:

Planned days/month

Jan	7
Feb	6
Mar	7
Apr	6
May	7
Jun	6
Jul	8
Aug	6

Sep	5
Oct	5
Nov	5
Dec	6

Also the Contractor agrees that the calculation of the number of excessive inclement weather days shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeded one tenth (.10) inch, or in which the highest temperature was 32 degrees F or less as recorded at the approved weather station. Rain days from hurricanes not causing damage in Mecklenburg County shall be deemed inclement weather days.

If the total accumulated number of calendar days lost to excessive inclement weather, from the notice-to-proceed until the building is enclosed, exceeds the total accumulated number to be reasonably anticipated for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. No extension of time will be made for days due to excessive inclement weather occurring after the building is enclosed. For the purpose of this Contract, the term "enclosed" is defined to mean when the building is sufficiently roofed and sealed, either temporarily or permanently, to permit the structure to be heated and the plastering and dry-wall trades to work. The Design Consultant shall determine when the structure is "enclosed". Upon the request of either party, the Design Consultant shall issue a letter certifying to the Owner, with a copy to the Contractor, stating the date the building became enclosed. No change in Contract sum will be authorized because of adjustment of Contract time due to excessive inclement weather; and

- 8.3.4.2.4 Delays in the issuance of the building permit required for construction of the Project, acts of the public enemy, acts of the State, Federal or local government in its sovereign capacity, and acts of another Contractor in the performance of a Contract with the Owner relating to the Project.
- 8.3.5 If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty but as Liquidated Damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- 8.3.6 The Contractor and the Subcontractors shall not be entitled to and hereby expressly waive any extension of time resulting from any condition or cause unless said Claim for extensions of time is made in writing to the Owner within ten (10) days of the first instance of delay for all delays, except excessive inclement weather which shall be made in writing to the Owner within forty-five (45) days after the date the structure is enclosed. Circumstances and activities leading to such Claim shall be indicated or referenced in a daily field inspection report for the day(s) affected. In every such written Claim, the Contractor shall provide the following information:
 - 8.3.6.1 Nature of the delay;
 - 8.3.6.2 Date (or anticipated date) of commencement of delay;
 - 8.3.6.3 Activities on the progress schedule affected by the delay, and/or new activities created by the delay and their relationship with existing activities;
 - 8.3.6.4 Identification of person(s) or organization(s) or event(s) responsible for the delay;
 - 8.3.6.5 Anticipated extent of the delay; and

- 8.3.6.6 Recommended action to avoid or minimize the delay.
- 8.3.7 If no schedule or agreement is made stating the dates upon which written interpretations as set forth in Section 2.2 shall be furnished, then no Claim for delay shall be allowed on account of failure to furnish such interpretations until twenty (20) days after request is made for them, and not then unless such Claim is reasonable.
- 8.3.8 No Claim by the Contractor for an extension of time for delays will be considered unless made in strict compliance with the requirements of this Article. All Claims not filed in accordance with this Article shall be waived by the Contractor.
- 8.4 RESPONSIBILITY FOR COMPLETION
- 8.4.1 The Contractor shall be responsible for completion in accordance with Paragraph 4.12.1.
- 8.4.2 The Owner may require the Contractor to submit a recovery schedule in accordance with Specifications, Construction Schedules and Reports demonstrating his program and proposed plan to make up the lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the Owner finds the proposed plan not acceptable, he may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are not satisfactory, the Owner may require the Contractor to take any of the actions set forth in Paragraph 4.12.2 without additional cost to the Owner, to make up the lag in scheduled progress.
- 8.4.3 Failure of the Contractor to substantially comply with the requirements of this Section 8.4 may be considered grounds for a determination by the Owner, pursuant to Section 14.3, that the Contractor is failing to prosecute the Work with sufficient diligence to ensure its completion within the Contract Time.
- 8.5 LIQUIDATED DAMAGES FOR DELAY
- 8.5.1 Owner and Contractor agree that the damages incurred by the Owner due to the Contractor's failure to achieve Substantial Completion by the date specified in the Supplemental Conditions for Substantial Completion, including any extensions thereof, shall be in the amounts set forth in the Supplemental Conditions, for each consecutive day beyond the date of Substantial Completion that Contractor achieves Substantial Completion, and that the damages incurred by the Owner due to the Contractor's failure to achieve Final Completion by the date specified in the Supplemental Conditions for Final Completion, including any extensions thereof, shall be in the amount set forth in the Supplemental Conditions for each consecutive day beyond the date of Final Completion that Contractor achieves Final Completion. The Liquidated Damages are a reasonable estimate by Contractor and Owner of the damages to be suffered by Owner and are not to be construed as a penalty, it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly or that it would be unreasonably expensive for Owner to calculate its damages exactly.
- 8.5.2 The amount specified for Substantial Completion is the minimum measure of damages the Owner will sustain due to delay in the completion of the Work, which shall include, but not be limited to the loss of use of the facilities, the relocation of students and services, the cost of the Owner's time and resources, damage to the Owner's reputation, and storage of furniture and other materials. The amount specified for Final Completion is a reasonable and proper measure of the damages the Owner will sustain due to the delay in the completion of remedial work. This amount includes the disruption to the school and the learning environment, the cost of the Owner's time and resources, damage to the Owner's reputation, and the inability to fully use the facilities. The inability of the Owner to quantify actual damages shall not prevent the recovery of Liquidated Damages.
- 8.5.3 Notwithstanding any other provisions of these General Conditions, if there is concurrent delay in the completion of the Work, the Contractor shall be liable for Liquidated Damages as specified in the General

Conditions and Supplemental Conditions during such period of concurrent delay. For the purpose of this Paragraph, concurrent delay means (a) a delay event caused in part by the Owner or its agent and in part by the Contractor or its agents, Subcontractors or Sub-subcontractors, or (b) one or more delay event caused solely by the Owner, its agents, or the Design Consultant, and one or more delay event caused in part by the Contractor, its agents, Subcontractors or Sub-subcontractors, each of which would have resulted in a delay without the other and which delays run concurrently, or at the same time. In the event that the foregoing provision making the Contractor liable for Liquidated Damages during a period of concurrent delay is found to be unenforceable, then the parties agree that in the event of a concurrent delay, the extent of the delay will be apportioned between the Owner and the Contractor, and the Contractor will be responsible for Liquidated Damages as set forth in the General Conditions and Supplemental Conditions for those portions of the delay which are apportioned to the Contractor, its agent, Subcontractors, Sub-subcontractors, or Material Suppliers.

- 8.5.4 The provisions for Liquidated Damages do not bar or limit Owner's other rights and remedies against Contractor, for damages other than for failure to achieve the Substantial Completion date or the Final Completion date as required. The amount of Liquidated Damages set forth in Section 8.5 shall not include additional legal or design professional costs that may result from the Contractor's default. If such legal or design professional costs are incurred by the Owner, the Contractor shall be liable to the Owner for those costs in addition to the Liquidated Damages amount set forth in Section 8.5.
- 8.5.5 The Liquidated Damages assessed for failure to meet Substantial Completion by the specified date and the Liquidated Damages assessed for failure to meet Final Completion by the specified date shall be assessed cumulatively.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

- 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Owner a schedule of values allocated to the various portions of the Work, as set forth in the Specifications, Construction Schedules and Reports, and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for the Contractor's Applications for Payment and only for this purpose. If approved by the Owner, the Contractor may include in his schedule of values a line item for mobilization which shall include a reasonable amount of mobilization for the Contractor and his Subcontractors. The Contractor shall not front-end load his schedule of values.

9.3 APPLICATIONS FOR PAYMENT

- 9.3.1 Prior to the date for each progress payment established in the Owner-Contractor Agreement, the Contractor, in accordance with the Specifications, Construction Schedules and Reports, shall submit to the Design Consultant an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Design Consultant and the Owner may require, including but not limited to the Contractor's certification that all work for which payment is requested has been completed in full in accordance with the Contract Documents, and reflecting retainage, if any, as provided elsewhere in the Contract Documents. If requested by the Owner, the Contractor shall also

certify that he has paid all due and payable amounts for which previous Applications for Payment were issued and payments received from the Owner, by providing waivers of liens for said payments.

- 9.3.1.1 The Contractor shall submit with the Application for Payment a list of those MWSBE Subcontractors whose work is included in the application and the amount due each. In addition, the MWSBE Business must itself perform satisfactory work or services or provide supplies under the Contract and not act as a mere conduit.
- 9.3.2 The Owner will withhold retainage from Contractor on all Applications for Payment to the maximum extent and in the maximum amount allowed by law (currently codified at N.C.G.S. 143-134.1) and in accordance with that statute or applicable successor statute. In the event that N.C.G.S. 143-134.1 or applicable successor statute are not in effect or do not apply at the time the Contract is executed, Owner will retain ten percent (10%) of the amount of each Application for Payment from the Contractor as retainage, until Contractor achieves Final Completion, whether or not the Owner has occupied any or all of the Project before such time. However, if the Owner, at any time after fifty percent (50%) of the Work has been completed, finds that satisfactory progress is being made, he may authorize payment to the Contractor in full of each Progress Payment for work performed beyond the fifty percent (50%) stage of completion. If a reduction in retainage has been made, the Owner may increase the retainage back to original percentage at any time if the Owner concludes that the Contractor is not progressing with the Work in a timely or satisfactory manner.
- 9.3.3 Payments may be made by the Owner, at its sole discretion, on account of materials or equipment not incorporated in the work but delivered and suitably stored at the site or in a bonded warehouse by the Contractor. Payments for materials or equipment stored shall only be considered upon submission by the Contractor of satisfactory evidence (for example, releases or paid invoices from the seller) that the Contractor has acquired title to such material, that it will be utilized on the work under this Contract and that it is satisfactorily stored, protected, and insured or that other procedures satisfactory to the Owner that will protect the Owner's interests have been taken. In the event the materials are stored in a bonded warehouse that is not located in the county of the project, the Contractor shall reimburse the travel cost and hourly billing expenses incurred by the Design Consultant for travel to view and assess whether the materials meet the requirements of the Contract Documents. Materials once paid for by the Owner become the property of the Owner and may not be removed from the work site or bonded warehouse, other than to be delivered from the warehouse to the site, without the Owner's written permission. Responsibility for such stored materials and equipment shall remain with the Contractor regardless of ownership.
 - 9.3.3.1 Owner will not make payment to the Contractor on account of materials or equipment not incorporated in the Work but delivered and stored at the site if the Contractor, in his schedule of values, does not include line items for such delivered and stored materials or equipment.
 - 9.3.3.2 It is specifically understood and agreed that an inspection and approval of the materials by the Owner, the Design Consultant or any agency retained by any of them shall not in any way subject the Owner to pay for the said materials or any portion thereof, even though incorporated in the Work, if said materials shall in fact turn out to be unfit to be used in the Work, nor shall such inspection be considered as any waiver of objection to the Work on account of the unsoundness or imperfection of the material used.
- 9.3.4 The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.3.5 The Contractor shall submit with the Application for Payment a notarized Contractor's Sales Tax Report of N.C. State and County sales taxes paid during the payment period with respect to building materials, supplies, fixtures, and equipment that have become a part of, or annexed to, a building or structure erected, altered or repaired for the Owner. The Sales Tax Report shall include the vendor from whom the property was purchased, the dates and number of invoices covering the purchase, the total amount of the invoices of each vendor, the North Carolina State and County sales and use tax paid thereof, and the cost of the property withdrawn from the warehouse stock and North Carolina sales or use taxes paid thereof. Items that should not be included are: scaffolding, forms for concrete, fuel for operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals.

9.3.6 Unless an interest rate is required by law, Owner shall not pay any interest on an amount owed to Contractor. No interest shall accrue on amounts Owner is authorized by law or by the Contract to withhold or backcharge to Contractor.

9.4 CERTIFICATION OF PAYMENT

9.4.1 The Design Consultant will, after receipt of the Contractor's Application for Payment either issue a Certification of Payment to the Owner, with a copy to the Contractor, for such amount as the Design Consultant determines is properly due, or notify the Contractor in writing of their reasons for withholding a Certification as provided in Paragraph 9.6.1.

9.4.2 The submission and approval of the progress schedule and monthly updates thereof as required by the Specifications, Construction Schedules and Reports, shall be an integral part and basic element of the application upon which progress payment shall be made. The Contractor shall be entitled to progress payments only as determined from the currently approved and updated schedule.

9.4.3 The signing of a Certification of Payment will constitute a representation by the Design Consultant to the Owner, based on their observations at the site pursuant to their agreements with the Owner, and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of their knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in their Certification); and that the Contractor is entitled to payment in the amount certified. However, by signing a Certification of Payment, the Design Consultant shall not thereby be deemed to represent that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that it has reviewed the construction means, methods, techniques, sequences, or procedures, or that it has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After a Certification of Payment has been issued, the Owner shall make payment in the manner and within the time provided in the Contract Documents, unless Contractor is in breach of the Contract or otherwise owes the Owner, in which case Owner may withhold an appropriate amount.

9.5.2 The Contractor shall promptly pay each Subcontractor (including suppliers, laborers, and material-men) performing labor or furnishing material or equipment for the Work, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's work. The Contractor shall, by an appropriate agreement with each Subcontractor, also require each Subcontractor to make payments to his Sub-subcontractors in similar manner. The Owner may at any time require proof of payment to a Subcontractor or Sub-subcontractor for work paid by the Owner. Notwithstanding any other provision of the General Conditions, no Contractor, Subcontractor, Sub-subcontractor or Material Supplier shall have

any Claim against the Owner, by virtue of the Contract, under any theory, including breach of contract, or third party beneficiary. The Owner shall not be in privity of any contract with any Subcontractor, Sub-subcontractor or Material Supplier pertaining to the Work, the Project and these General Conditions. Also, neither the Contractor, or any Subcontractor or Sub-subcontractor shall have any right to assert a lien on Owner's real property or on any funds held by Owner.

- 9.5.3 The Owner may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Design Consultant on account of work done by such Subcontractor.
- 9.5.4 Neither the Owner nor the Design Consultant shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.
- 9.5.5 No Certification for a progress payment, nor any progress payment or final payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.
- 9.5.6 The Contractor agrees to keep the Work and the site of the Project free and clear of all liens related to labor and materials furnished in connection with the Work. Furthermore, pursuant to and in compliance with requirements of Paragraph 9.3.4, the Contractor waives any right he may have to file any type of lien in connection with the Work. Notwithstanding anything to the contrary contained in the Contract Documents, if any such lien is filed or there is evidence to believe that any lien may be filed at any time during the progress of the Work or within the duration of this Contract, the Owner may refuse to make any payment otherwise due the Contractor or may withhold from any payment due the Contractor a sum sufficient in the opinion of the Owner to pay all obligations and expenses necessary to satisfy such lien or the underlying claim represented by such lien. The Owner may withhold such payment unless or until the Contractor, within ten (10) days after demand thereof by the Owner, shall furnish satisfactory evidence that the indebtedness and any lien in respect thereof has been satisfied, discharged and released of record, or that the Contractor has legally caused such lien to be released of record pending the resolution of any dispute between the Contractor and the person or persons filing such lien. If the Contractor shall fail to furnish such satisfactory evidence within ten (10) days of the demand thereof, the Owner may discharge such indebtedness and deduct the amount thereof, together with any and all losses, costs, damages and attorney's fees suffered or incurred by the Owner from any sum payable to the Contractor under the Contract Documents, including but not limited to final payment and retained percentage. This Paragraph 9.5.6 shall be specifically included in all Subcontracts and purchase orders entered into by the Contractor. Notwithstanding any other provision of the Contract, nothing in the Contract shall affect the rights of Subcontractors, Sub-subcontractors, Material Suppliers and Vendors from enforcing any lien rights they have against parties other than the Owner.

9.6 PAYMENTS WITHHELD

- 9.6.1 The Design Consultant may decline to certify payment and may withhold their Certification of Payment in whole or in part, to the extent necessary to reasonably protect the Owner, if in the Design Consultant's opinion it is unable to make representations to the Owner as provided in Paragraph 9.4.3. If the Design Consultant is unable to make representations to the Owner as provided in Paragraph 9.4.3 and to certify payment in the amount of the Application for Payment, it will notify the Contractor as provided in Paragraph 9.4.1. If the Contractor and the Design Consultant cannot agree on a revised amount, the Design Consultant will promptly issue a Certification of Payment for the amount for which it is able to make such representations to the Owner. The Design Consultant may also decline to certify payment because of subsequently discovered evidence or subsequent observations that may nullify the whole or any part of any Certification of Payment previously issued to such extent as may be necessary in its opinion to protect the Owner from loss, because of:

- .1 Defective Work not remedied,

- .2 Third party claims filed, whether in court, in arbitration or otherwise, or reasonable evidence indicating probable filing of such claims,
- .3 Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
- .5 Damage to the Owner or another contractor,
- .6 Reasonable evidence that Contractor will not achieve Substantial Completion and/or Final Completion by the dates specified in the Supplemental Conditions.
- .7 Failure or refusal of the Contractor to carry out the Work in accordance with or to otherwise substantially or materially comply with the Contract Documents,
- .8 Liens filed or reasonable evidence that a lien may be filed for any portion of the Work,
- .9 Failure or refusal of the Contractor to properly schedule and coordinate the Work, to provide progress schedules, reports and updates, or to otherwise fully comply with the Specifications, Construction Schedules and Reports,
- .10 Failure or refusal of the Contractor to fully comply with the provisions of Section 6.2 requiring the Contractor to direct certain Claims to Separate Contractors and to defend and indemnify the Owner and/or the Design Consultant in the event Separate Contractors file certain Claims, or
- .11 Failure or refusal of the Contractor to submit the required information on MWSBE Businesses.
- .12 Failure or refusal of the Contractor to submit a notarized North Carolina State and County Sales Tax Report.
- .13 Any other breach of the Contract by Contractor which has or is likely to cause monetary damages or loss to Owner.
- .14 Any other reason authorized by the Contract Documents or by law.

9.6.2 When the above grounds in Paragraph 9.6.1 are removed to the Design Consultant's and Owner's satisfaction, payment shall be made for amounts withheld because of them.

9.6.3 In addition to the reasons outlined in section 9.6.1 payment may be withheld for the following reasons: The Contractor shall reimburse the Owner or the Owner will retain from the compensation otherwise to be paid to the Contractor funds sufficient to cover the payment of the following additional services performed by the Architect: (1) services required pursuant to the Owner's dispute resolution policy; (2) expense of overtime work requiring higher than regular rates when such work is required due to the failure of the Contractor to perform in accordance with the Contract Documents; (3) review of the Contractor's submittal or shop drawing out of sequence of the submittal schedule agreed to by the Contractor and Architect; (4) responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior project correspondence or documentation; (5) evaluation of an extensive number of substitutions proposed by the Contractor and making subsequent revisions to instruments of service resulting therefrom; (6) design services related to the default of the contractor; (7) contract administration services provided 60 days after the date of substantial completion of the work if required due to the Contractor's failure to complete its punchlist work in a timely fashion; (8) more than two inspections or reviews of the same area or areas for

the purpose of determining substantial completion; (9) more than two inspections or reviews of the same area or areas for the purpose of determining final completion; and (10) multiple reviews of incomplete or deficient submittal or shop drawings from the Contractor.

9.7 FAILURE OF PAYMENT

- 9.7.1 If the Owner does not make payment to the Contractor within the forty-five (45) calendar days after receipt of the Contractor's approved Application for Payment from the Design Consultant through no fault of the Contractor, and the Owner otherwise not being entitled under the Contract Documents or applicable law to withhold payment, then the Contractor may, upon seven (7) additional days' Notice to the Owner, stop the Work until payment of the amount owed according to the Contract Documents has been received. In such event, the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order as provided herein.

9.8 SUBSTANTIAL COMPLETION

- 9.8.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Paragraph 8.1.3, the Contractor shall prepare for submission to the Owner a comprehensive list of items which in his opinion are to be completed or corrected and shall request in writing that the Design Consultant and the Owner perform a Substantial Completion inspection. The Design Consultant and the Owner shall review the Contractor's list and shall compile a punch list of items to be corrected and completed. The failure to include any items on such list does not alter the responsibility of the Contractor to complete the Work in accordance with the Contract Documents. When the Design Consultant and the Owner on the basis of an inspection jointly determine that the Work or designated portion thereof is substantially complete, they will then prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. 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. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.
- 9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Design Consultant, the Owner shall make payment, except retainage held pursuant to Paragraph 9.3.2, for such work or portion thereof, as provided in the Contract Documents unless Contractor is in breach of the Contract in which case Owner may withhold an appropriate amount.
- 9.8.3 The acceptance of Substantial Completion payment shall constitute a waiver of all Claims by the Contractor and its Subcontractors and Sub-subcontractors except those previously made in writing and identified by the Contractor as unsettled at the time the Contractor submits the Application for Payment for Substantial Completion, and except for the retainage sums due at Final Completion. The Contractor shall indemnify and hold the Owner harmless against any Claims by its Subcontractors and Sub-subcontractors that are waived because they were not made in writing and identified by the Contractor as unsettled when the Contractor submitted the Application for Payment for Substantial Completion.
- 9.8.4 The Owner shall have the option to correct or conclude any and all punch list items not completed by the Contractor to the satisfaction of the Design Consultant and the Owner within thirty (30) days from the actual date of Substantial Completion by utilizing its own forces or by hiring others. The cost of such correction of remaining punch list items by the Owner or others shall be deducted from the final payment to the Contractor. If Contractor does not complete certain punch list items within this time period, specified in Paragraph 9.8.4, all warranties and guarantees for such incomplete punch list items shall become effective upon issuance of final payment for the Project. Paragraph 9.8.4 does not limit the Liquidated Damages provisions related to failure to reach Final Completion by the date stipulated in the

Contract Documents.

9.8.5 The issuance of the Certificate of Substantial Completion does not indicate final acceptance of the Project by the Owner, and the Contractor is not relieved of any responsibility for the Project except as specifically stated in the Certificate of Substantial Completion.

9.8.6 Should the Design Consultant and the Owner determine that the Work or a designated portion thereof is not substantially complete, they shall inform the Contractor in writing stating why the Project or designated portion is not substantially complete. The Contractor shall expeditiously complete the Work and shall re-request in writing that the Design Consultant and the Owner perform a Substantial Completion inspection. Costs (if any), associated with such inspection shall be assessed to the Contractor.

9.8.7 The date of Substantial Completion will not be established until the following is completed by Contractor:

- .1 Submit Contractor's punch list of work not yet complete with proposed time for completion signed by Contractor's project superintendent;
- .2 Submit Certificate of Occupancy;
- .3 Submit maintenance manuals as required by the contract documents;
- .4 Complete start-up testing of all systems;
- .5 Discontinue and remove temporary facilities from the site;
- .6 Compliance with the requirements of Section 8.1.3 and Section 9.8.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of the documentation required by Section 9.8, and of written Notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Design Consultant and the Owner will promptly make such inspection and, when they find the Work acceptable under the Contract Documents and the Contract fully performed, the Design Consultant shall issue a final Certification of Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents. The final Certification of Payment will constitute that the conditions precedent to the Contractor's being entitled to final payment as set forth in Section 9.8 have been fulfilled. Payment shall be made in full to the Contractor within forty five (45) calendar days after receipt by the Owner of the final Certification of Payment except for any Work for which the Owner is entitled a credit under the Contract Documents.

9.9.1.1 Final Completion will not be met until the following:

- .1 Coordinate and complete changeover of security, telephone, cable and other services;
- .2 Instruction of the Owner's personnel;
- .3 Coordinate and complete final changeover of permanent locks and transmit keys to Owner;
- .4 Deliver tools, spare parts, extra stock and similar items;
- .5 Submit warranties, bonds, maintenance agreements and final certifications;

- .6 Submit record drawings, final project photos, property surveys;
 - .7 Complete final cleaning;
- 9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Work is free and clear of any and all liens and the Contractor submits to the Owner:
- .1 An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied;
 - .2 Consent of Surety to final payment;
 - .3 If required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner; and
 - .4 A written certification that:
 - .1 The Contractor has reviewed the requirements of the Contract Documents,
 - .2 The Work has been inspected by the Contractor for compliance with all requirements of the Contract Documents,
 - .3 Pursuant to this inspection, the Contractor certifies and represents that the Work complies in all respects with the requirements of the Contract Documents,
 - .4 The Contractor further certifies and represents that all equipment and systems have been installed in accordance with the Contract Documents and have been tested in accordance with the Specification requirements and are operational, and
 - .5 The Contractor hereby certifies and represents that the Work is complete in all respects and ready for final inspection.
- 9.9.3 If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any loss. If any such lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claims, including all costs and reasonable attorney's fees. The Owner may withhold from the final payment any sum that the Owner has reason to believe may be needed to satisfy any lien, claim or threat of lien arising from the Work. The Owner may deduct from the final payment an amount equal to any costs, expenses and attorney's fees incurred by the Owner in removing or discharging any liens or claim arising from the Work.
- 9.9.4 If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting Final Completion, and the Owner so confirms, the Owner shall, upon application by the Contractor and certification by the Design Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for the portion of the Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Section 7.4, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Design Consultant prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.
- 9.9.5 The making of final payment shall constitute a waiver of all Claims by the Owner against the Contractor

except those arising from:

- .1 Unsettled liens, and claims against the Owner or the Design Consultant, or their employees, agents, or representatives;
- .2 Faulty, defective or non-conforming Work;
- .3 Failure of the Work to comply with the requirements of the Contract Documents;
- .4 Terms of any warranties contained in or required by the Contract Documents;
- .5 Damages incurred by the Owner resulting from lawsuits brought against the Owner, the Design Consultant, or their agents, employees or representatives because of failures or actions on the part of the Contractor, his Subcontractors, Sub-subcontractors, or any of their employees, agents or representatives;
- .6 Fraud or bad faith committed by the Contractor or any Subcontractor or supplier during performance of the Work but discovered by Owner after final payment; or
- .7 Claims about which Owner did not have actual knowledge or which increase in scope or amount at the time of final payment.

9.9.6 The acceptance of final payment shall constitute a waiver of all Claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

9.9.6.1 Notwithstanding any other provision of the Contract, Owner may withhold from Contractor payment otherwise due, as a result of any losses, expenses costs or damages suffered or anticipated to be suffered by Owner as a result of Contractor's breach of any provision of the Contract, including but not limited to Liquidated Damages or backcharges against Contractor.

9.10 OWNER'S RIGHT TO OCCUPY INCOMPLETE WORK

9.10.1 Should the Project, or any portion thereof, be incomplete for Substantial or Final Completion at the scheduled date or dates, the Owner shall have the right to occupy any portion of the Project. In such an event, the Contractor shall not be entitled to any extra compensation on account of said occupancy by the Owner or by the Owner's use of the Project, nor shall the Contractor interfere in any way with said use of the Project. Further, in such an event, the Contractor shall not be entitled to any extra compensation on account of the Owner's occupancy and use of the Project, nor shall the Contractor be relieved of any responsibilities of the Contract including the required times of completion. Such occupancy by the Owner shall not, in itself, constitute Substantial or Final Completion.

9.10.2 If the Owner exercises his rights under the foregoing and occupies the full Project, then there shall be no Liquidated Damages on account of failure on the Contractor's part to reach Substantial Completion from that date forward. This provision does not affect, however, any Liquidated Damages that would be assessed for any period of time between the contractual date of Substantial Completion and the date of any such occupancy. Further, this provision would have no effect on Liquidated Damages assessed on account of late Final Completion.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

- 10.1.1 The Owner, the Design Consultant, or their agents, employees or representatives are not responsible for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. This requirement applies continuously throughout the Contract performance, until final payment is made and all punch list and warranty work is performed properly, and is not limited to regular working hours.
- 10.2 SAFETY OF PERSONS AND PROPERTY
- 10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
- .1 All employees on the Work and all other persons who may be affected thereby;
 - .2 All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors, machinery, equipment and all hazards shall be guarded or eliminated in accordance with all applicable safety regulations; and
 - .3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and overhead or underground utilities not designated for removal, relocation or replacement in the course of construction.
- 10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, permits, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- 10.2.2.1 The Contractor shall at all times safely guard the Owner's property from injury or losses in connection with the Contract. He shall at all times safely guard and protect his own work and adjacent property as provided by law and the Contract Documents, from damage. All passageways, guard fences, lights and other facilities required for protection by applicable safety regulations must be provided and maintained.
- 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- 10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- 10.2.5 The Contractor shall promptly remedy at his own cost and expense all damage or loss to any property referred to in Subparagraphs 10.2.1.2 and 10.2.1.3 caused by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Subparagraphs 10.2.1.2 and 10.2.1.3, except damage or loss attributable solely to the acts or omissions of the Owner or Design Consultant 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 his obligations under Section 4.21. The Contractor shall perform such restoration by underpinning, repairing, rebuilding, replanting, or otherwise restoring as may be required or directed by the Owner, or shall make good such damage in a satisfactory and acceptable manner. In case of failure on the part of the Contractor to promptly restore such property or make good such damage, the Owner may, upon two (2) calendar days Notice, proceed to repair, rebuild or otherwise restore such property as may be necessary and the cost thereof, or a sum sufficient in the judgment of the Owner to reimburse the owners of property so damaged, will be deducted from any monies due or to

become due the Contractor under the Contract.

- 10.2.6 The Contractor is responsible for the proper packing, shipping, handling and storage (including but not limited to shipment or storage at the proper temperature and humidity) of materials to be incorporated in the Work, so as to insure the preservation of the quality and fitness of the material for proper installation and incorporation in the Work, as required by the Contract Documents. For example, but not by way of limitation, Contractor shall, when necessary, place material on wooden platforms or other hard and clean surfaces and not on the ground and/or place such material under cover in any appropriate shelter or facility. Stored materials or equipment shall be located so as to facilitate proper inspection. Material and equipment which is delivered crated shall remain crated until ready for installation. Lawns, grass plots or other private property shall not be used for storage purposes without the written permission of the Owner or lessee unless otherwise within the terms of the easements obtained by the Owner.
- 10.2.6.1 It shall be the responsibility of the Contractor in his preparation of phasing schedule of work operations after consulting with the other Prime Contractors to designate areas in which each Prime Contractor may store materials. Areas designed shall meet with the approval of the Design Consultant.
- 10.2.7 The Contractor shall give notice in writing at least forty eight (48) hours before breaking ground, to all persons, public utility companies, owners of property having structures or improvements in proximity to site of the Work, superintendents, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise, who may be affected by the Contractor's operation, in order that they may remove any obstruction for which they are responsible and have representative on site to see that their property is properly protected. Such notice does not relieve the Contractor of responsibility for all damages, claims, or defense or indemnification of all actions against Owner resulting from performance of such work in connection with or arising out of Contract.
- 10.2.8 The Contractor shall investigate, locate, mark and protect all utilities encountered or to be encountered while performing the Work, whether indicated on the Drawings or not. The Contractor shall maintain utilities in service until moved or abandoned. The Contractor shall exercise due care when excavating around utilities and shall restore any damaged utilities to the same condition or better as existed prior to starting the Work, at no cost to the Owner. The Contractor shall maintain operating utilities or other services, even if they are shown to be abandoned on the Contract Drawings, in service until new facilities are provided, tested and ready for use.
- 10.2.9 The Contractor shall return all improvements on or about the site and adjacent property which are not shown to be altered, removed or otherwise changed to conditions which existed prior to starting the Work. The Contractor shall video record all areas or otherwise document the conditions existing at the site and in and around existing buildings prior to starting the Work. Submit documentation to the Design Consultant prior to beginning the Work.
- 10.2.10 The Contractor shall protect the Work, including but not limited to, the site, stored materials and equipment, excavations, and excavated or stockpiled soil or other material, intended for use in the Work, and shall take all necessary precautions to prevent or minimize damage to same or detrimental effect upon his performance or that of his Subcontractors, caused by or due to rain, snow, ice, run-off, floods, temperature, wind, dust, sand and flying debris; for example, but not by way of limitation, Contractor shall, when necessary, utilize temporary dikes, channels or pumping to carry-off divert or drain water, and shall as necessary tie-down or otherwise secure the Work and employ appropriate covers and screens.
- 10.2.11 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents and the protection of material, equipment and property. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.
- 10.2.12 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.
- 10.2.13 Notification to the Contractor by the Owner or the Design Consultant of a safety violation will in no way

relieve the Contractor of sole and complete responsibility for the correctness of said violation or of sole liability for the consequences of said violation.

10.3 EMERGENCIES

- 10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. The Contractor shall notify the Owner of the situation and all actions taken immediately thereafter. If, in the opinion of the Contractor, immediate action is not required, the Contractor shall notify the Owner of the emergency situation and proceed in accordance with the Owner's instructions. Provided, however, if any loss, damage, injury or death occurs that could have been prevented by the Contractor's prompt and immediate action, the Contractor shall be fully liable for all costs, damages, claims, actions, suits, attorney's fees and all other expenses arising therefrom or relating thereto.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

- 11.1.1 The Contractor shall purchase and maintain in companies properly licensed by the Insurance Department of the State of North Carolina and acceptable to the Owner such insurance as will protect him, the Owner, and the Owner's agents, representatives, and employees from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts (with Workmen's Compensation and Employer's Liability Insurance in amounts not less than those necessary to meet the statutory requirements of the state(s) having jurisdiction over any portion of the Work);
- .2 Claims for damages because of bodily injury, sickness or disease, or death of his employees; the Contractor will require his Subcontractors to similarly provide Workmen's Compensation Insurance for all of the latter's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- .4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

- 11.1.2 The insurance required by Paragraph 11.1.1 shall be primary and non-contributing to any insurance possessed or procured by the Owner, and limits of liability shall be not less than those set forth in these General Conditions of the Contract or required by law, whichever is greater.

- 11.1.3 The insurance required by the Contract shall include contractual liability insurance applicable to the

Contractor's obligations under the Contract

11.1.4 Without limiting the above during the term of the Contract, the Contractor and each Subcontractor shall, at their own expense, purchase and maintain the following insurance with companies properly licensed by the Insurance Department of the State of North Carolina and satisfactory to the Owner.

.1 Worker's Compensation including Occupational Disease and Employer's Liability Insurance.

.1 Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws.

.2 Employer's Liability
\$1,000,000 Each Accident
\$1,000,000 Policy Limit
\$1,000,000 Each Employee

.2 Commercial General Liability (Occurrence Form) - The Contractor shall provide during the life of the Contract such Commercial General Liability (Occurrence Form) Insurance as shall protect him and any Subcontractor performing work under the Contract from claims for damages for Bodily Injury including accidental death, as well as from claims for Property Damage which may arise from operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them. This insurance shall be on the Standard Insurance Services Office, Inc. (ISO) Commercial Liability Occurrence Form or other form reasonable acceptable to Owner. The Contractor shall procure insurance coverage for direct operations, sublet work, elevators, contractual liability and completed operations with limits not less than those stated below:

.1 A Combined Single Limit for Bodily Injury, Property Damage and Personal Injury of:
Limits of Insurance
\$2,000,000 General Aggregate (except Products – Completed Operations) Limit
\$2,000,000 Products – Completed Operations Aggregate Limit
\$1,000,000 Personal and Advertising Injury Limit
\$1,000,000 Each Occurrence Limit

.3 Property Damages, including Broad Form Property Damage and Explosion, Collapse, Underground property damage coverages, and blasting, where necessary;

.4 Completed Operations Liability: Continuous coverage in force for one year after completion of the Work;

.5 Commercial Automobile Insurance, including coverage for owned, non-owned and hired vehicles - with limits not less than those stated below:

.1 A Combined Single Limit for Bodily Injury
and Property Damage of \$1,000,000.

.6 Umbrella Liability Insurance: Policy to "pay on behalf of the Insured"
Limits of Liability:

.1 Contract Amount: \$1,000,000-\$2,000,000:
Requires Umbrella Liability Insurance Limit of \$1,000,000.

.2 Contract Amount: \$2,000,000 and above:
Requires Umbrella Liability Insurance Limit of \$2,000,000.

- 11.1.5 The insurance required by Section 11.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater.
- 11.1.6 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days' prior written Notice has been given to the Owner. Failure to provide such Notice shall not limit the liability of the Insurer, its agents or representatives.
- .1 Description of operations/locations/vehicles/special items should contain the following statement along with any items particular to your company:
CHARLOTTE MECKLENBURG BOARD OF EDUCATION IS NAMED AS
ADDITIONAL INSURED IN RESPECT TO GENERAL LIABILITY.
2. The certificate holder is:
CHARLOTTE MECKLENBURG BOARD OF EDUCATION
P.O Box 30035
Charlotte, NC 28230
3. The cancellation statement is:
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION DATE THEREOF, THE ISSUING COMPANIES WILL MAIL
THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO
THE LEFT.
- 11.1.7 All insurance policies required in this Article, except Worker's Compensation and Commercial Automobile, shall name the Owner as additional named insured for the insurance.
- 11.1.8 The Contractor shall not commence the Work under the Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- 11.1.9 The Commercial General Liability and Workers Compensation Policies provided by the Contractor shall have endorsements waiving subrogation against the Owner.
- 11.2 PROPERTY INSURANCE
- 11.2.1 The Contractor shall purchase and at all times maintain such insurance as will protect the Contractor, the Owner, Subcontractors and Sub-subcontractors from loss or damage to the Work or property in the course of construction, including all machinery, materials and supplies on the premises or in transit thereto and intended to become a part of the finished Work until Final Completion. This insurance shall be in the form of "Builders Risk Covered Cause of Loss Form", or equivalent form, to include but not limited to theft, collapse, earth movement, flood, and portions of the Work stored on site, off site and in transit. Any deductible provision in such insurance shall not exceed ten thousand dollars (\$10,000). Notwithstanding any such deductible provision, the Contractor shall remain solely liable for the full amount of any item covered by such insurance. Such insurance shall be in the initial Contract Sum and shall be increased at Contractor's expense in the amount of all additions to the Contract Sum. Such insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.
- 11.2.2 Any loss insured under Paragraph 11.2.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of Paragraph 11.2.4. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

- 11.2.3 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent their Claims are covered by insurance obtained pursuant to this Section 11.2, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. The Contractor shall require, by appropriate agreement, written where legally required for validity, similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors. With respect to the waiver of rights of recovery, the term Owner shall be deemed to include, to the extent covered by property insurance applicable thereto, his consultants, employees, and agents and representatives. The Contractor waives as against any Separate Contractor described in Article 6, all rights for damages caused by fire or other perils in the same manner as is provided above as against the Owner. The Owner shall require, by appropriate agreement, written where legally required for validity, similar waivers in favor of the Contractor by any Separate Contractor and his subcontractors and sub-subcontractors.
- 11.2.4 The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five (5) days after the occurrence of loss to the Owner's exercise of this power, and if such objection is made, the matter shall be decided by a court of competent jurisdiction or as the parties in interest otherwise agree. The Owner as trustee shall, in that case, make settlement with the insurers in accordance with the orders of the court or as otherwise agreed by the parties in interest.
- 11.2.5 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.
- 11.2.6 The Contractor bears the risk of loss or damage to the Work, the Project, materials stored on site or off site, and Owner's improvements and property under Contractor's control, both during construction and prior to Substantial Completion.
- 11.3 EFFECT OF SUBMISSION OF CERTIFICATES
- 11.3.1 The Owner shall be under no obligation to review any Certificates of Insurance provided by the Contractor or to check or verify the Contractor's compliance with any and all requirements regarding insurance imposed by the Contract Documents. The Contractor is fully liable for the amounts and types of insurance required herein and is not excused should any policy or certificate of insurance provided by the Contractor not comply with any and all requirements regarding insurance imposed by the Contract Documents.
- 11.4 FAILURE OF COMPLIANCE
- 11.4.1 Should the Contractor fail to provide and maintain in force any and all insurance, or insurance coverage required by the Contract Documents or by law, or should a dispute arise between Owner and any insurance company of Contractor over policy coverage or limits of liability as required herein, the Owner shall be entitled to recover from the Contractor all amounts payable, as a matter of law, to Owner or any other parties, had the required insurance or insurance coverage been in force. Said recovery shall include, but is not limited to interest for the loss of use of such amounts of money, plus all attorney's fees, costs and expenses incurred in securing such determination and any other consequential damages arising out of the failure of the Contractor or insurance company to comply with the provisions of the Contract Documents, or any policy required hereby, or any other requirements regarding insurance imposed by law. Nothing herein shall limit any damages for which Contractor is responsible as a matter of law.

11.5 OWNER'S INSURANCE

11.5.1 Property Insurance: The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

11.5.2 Commercial Public Liability Insurance: The Owner, at his option, may purchase and maintain insurance which will insure and protect him against claims involving bodily injury and property damage to the public. The Owner does not request his insurer to waive any right of subrogation against the Contractor from claims under this coverage.

11.6 LICENSED INSURANCE COMPANIES

11.6.1 All insurance companies providing the above insurance shall be licensed by the Insurance Department of the State of North Carolina and have a minimum AM Best "A" rating or similar rating from another rating agency reasonably acceptable to Owner.

ARTICLE 12

CHANGES IN THE WORK

12.1 GENERAL PROVISIONS RELATED TO CHANGES

12.1.1 A Construction Change Directive is a document issued pursuant to this Paragraph 12.1.1. The Owner may, at any time, without the agreement of the Contractor, by written order signed by the Owner and Design Consultant designated or indicated to be a Construction Change Directive, make any Changes in the Work or add to or subtract from the Work within the general scope of the Contract. A Change in the Work is defined as changes within the general scope of the Contract, including, but not limited to changes:

- .1 In the Specifications or Drawings;
- .2 In the sequence, method or manner of performance of the Work;
- .3 In the Owner-furnished facilities, equipment, materials, services or site; or
- .4 Directing acceleration in the performance of the Work.

12.1.2 A Change Order is a document executed pursuant to this Paragraph 12.1.2. The Owner and Contractor may agree to Changes in the Work, the Contract Sum, the Contract Time and any other change in the Contract by written agreement signed by Owner, Contractor and Design Consultant designated or indicated to be a Change Order. If the Contractor, subsequent to the issuance of a Construction Change Directive, agrees to its terms including any applicable adjustment to the Contract Sum and Contract Time, Contractor shall sign it and it shall become a Change Order.

12.1.3 The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the Proposal is based and to which the parties have agreed pursuant to the provisions of Article 12, and which the Contractor, its Subcontractors or Sub-subcontractors or any other person may incur as a result of delays, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all Changes in the Work performed pursuant to this Article 12, unless the delay is caused solely by the Owner or its agent. It is understood and agreed that the Contractor's sole and exclusive remedy in the event the delay is caused solely by the Owner or its agent shall be recovery of his direct costs as compensable hereunder and an

extension of the Contract Time, but only in accordance with the provisions of the Contract Documents. The phrase "Owner or its agent" as used in the Contract, does not include the Prime Contractors or their Subcontractors.

- 12.1.4 No Claim by the Contractor shall be allowed if asserted after final payment under this Contract. No Claim relating to or flowing from a particular change shall be allowed after execution of the Change Order relating to that change or commencement of the change by the Contractor except as specifically provided in Paragraph 12.2.4.
- 12.1.5 If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum or an expansion or contraction in the Contract Time as a result of a Change in the Work, the Contractor shall not suspend performance of a Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner shall, however, pay to the Contractor up to the Owner's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work will result in an increase in the Contract Sum; and the Owner shall have the right to withhold payment from the Contractor in an amount up to the Owner's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work will result in a decrease in the Contract Sum.
- 12.1.6 No Change in the Work shall be performed without a fully executed Change Order to the Contract, a fully executed Construction Change Directive or other Modification to the Contract.
- 12.1.7 If the Contractor intends to assert a Claim under this Article, he must, within ten (10) days after receipt of a Construction Change Directive, Notify the Owner by written statement setting forth the specific nature and cost of such Claim, unless this period is extended by the Owner. The statement of Claim shall include all direct, indirect and impact costs associated with the change, as well as the Contractor's estimate of the schedule impact of the change, if any. The Contractor and its Subcontractors shall not be entitled to reimbursement for any Claims that are not submitted in strict conformance with the Contract. The Contractor shall indemnify and hold the Owner harmless against any Claims by Subcontractors that are waived because they are not submitted in strict conformance with the Contract.
- 12.2 OWNER DIRECTED CHANGES REQUIRING AN INCREASE IN CONTRACT SUM.
(For decreases in Contract Sum, refer to Section 12.6)
- 12.2.1 If the Change in the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work).

If the Owner elects to have the Change in the Work performed on a lump sum basis, its election shall be based on a lump sum Proposal which shall be submitted by the Contractor to the Owner within ten (10) days of the Contractor's receipt of a request therefore (but the Owner's request for a lump sum Proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis). The Contractor's Proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor total will be acceptable) and shall be accompanied by signed Proposals of any Subcontractors who will perform any portion of the Change in the Work and of any persons who will furnish materials or equipment for incorporation therein. The Proposal shall also include the Contractor's estimate of the time required to perform said changes. The Contractor shall provide any documentation that may be requested by the Owner or Architect to support the change proposal, including but not limited to payroll records, insurance rates, material quotes, and rental quotes.

The portion of the Proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include reasonably anticipated gross wages of job site labor, including foremen, who will be directly involved in the Change in the Work (for such time as they will be so involved), plus payroll costs (including premium costs of overtime time, if overtime is anticipated, Social Security,

Federal or State unemployment insurance taxes and fringe benefits required by collective bargaining agreements entered into by the Contractor or any such Subcontractor in connection with such labor) and up to fifteen percent (15%) of such anticipated gross wages, but not payroll costs, as overhead and profit for the Contractor or any such Subcontractor, as applicable (said overhead and profit to include all supervision except foremen). Payroll costs are limited to 39% of the net pay of the worker.

The portion of the Proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the Change in the Work, plus transportation and applicable sales and use taxes and up to fifteen percent (15%) of said direct material costs as overhead and profit for the Contractor or any such Subcontractor (said overhead and profit to include all small tools), and may further include the Contractor's and any of its Subcontractor's reasonably anticipated rental costs in connection with the Change in the Work (either actual or discounted local published rates), plus up to seven and 1/2 percent (7.5%) thereof as overhead and profit for the Contractor or any such Subcontractors, as applicable. The Contractor shall provide an itemized breakdown of all transportation and shipping costs, including receipts documenting the expenses. If any of the items included in the lump sum Proposal are covered by unit prices contained in the Contract Documents, the Owner may, if it requires the Change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum Proposal, in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices.

The lump sum Proposal may include up to seven and 1/2 percent (7.5%) of the amount which the Contractor will pay to any of its Subcontractors for Changes in the Work as overhead and profit for the Contractor. The Contractor shall not be reimbursed for the costs of the Subcontractors' Payment and Performance Bonds, as such bonding is not required by the Owner.

- 12.2.2 In the event that the Contractor fails to submit his Proposal within the designated period, the Owner may order the Contractor to proceed with the Change to the Work and the Contractor shall so proceed. The Owner shall unilaterally determine the reasonable cost and time to perform the Work in question, which determination shall be final and binding upon the Contractor. The Contractor may dispute such action in accordance with the Article 15.
- 12.2.3 In the event that the parties are unable to agree as to the reasonable cost and time to perform the Change in the Work based upon the Contractor's Proposal and the Owner does not elect to have the Change in the Work performed on a time and material basis, the Owner may choose to make a determination of the reasonable cost and time to perform the Change in the Work, based upon its own estimates, the Contractor's submission or a combination thereof. A Construction Change Directive shall be issued in this case for the amounts of cost and time determined by the Owner and shall become final and binding upon the Contractor, subject to Contractor's right to dispute such action in accordance with Article 15. Owner has the right to direct by Construction Change Directive a Change in the Work, which is the subject of such Change Order. Failure of the parties to reach agreement regarding the cost and time of the performing the Construction Change Directive, shall not relieve the Contractor from performing the Change in the Work promptly and expeditiously.
- 12.2.3.1 The Owner reserves the right to reject the Contractor's Proposal for a Change in the Work and to elect to perform said Work using a Separate Contractor. Under such circumstances, all provisions of Article 6 shall be in force.
- 12.2.4 If the Owner elects to have the Change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change in the Work (without any charge for administration clerical expense, supervision or superintendence of any nature whatsoever, including foremen, or the cost, use or rental of tools or plant), plus fifteen percent (15%) thereof as the total overhead and profit (except that said fifteen percent (15%) shall not be applied against any payroll costs, as set forth in Paragraph 12.2.1.) The Contractor shall submit to the Owner daily time and material tickets, on a daily

basis to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification of labor employed, the materials used, the equipment rented (not tools) and such other evidence of cost as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The failure of the Contractor to secure any required authentication shall, if the Owner elects to treat it as such, constitute a waiver by the Contractor of any Claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgment by the Owner that the items thereon were reasonably required for the Change in the Work.

- 12.2.5 No overhead and profit will be paid by the Owner on account of a Change in the Work except as specifically provided in Section 12.2. Overhead and profit, as allowed under Section 12.2, shall be deemed to include all costs and expenses which the Contractor or any of its Subcontractors may incur in the performance of a Change in the Work and which are not otherwise specifically recoverable by them pursuant to Section 12.2.

12.3 CONTRACTOR NOTICE OF CHANGE

- 12.3.1 If the Contractor or any of its Subcontractors asserts that any event or occurrence has caused a Change in the Work which change causes an increase or decrease in the Contractor's or its Subcontractors cost or the time required for the performance of any part of the Work under the Contract, including Work not affected directly by the change, the Contractor shall, within ten (10) days of such event, give the Owner written Notice as herein required. Said Notice shall include the instructions or circumstances that are the basis of the Claim and the Contractor's best estimate of the cost and time involved.

12.4 MINOR CHANGES IN THE WORK

- 12.4.1 The Owner shall have authority to order minor Changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.
- 12.4.2 The Contractor shall not perform any Changes in the Work unless authorized in writing by the Design Consultant or Owner.

12.5 DIFFERING SITE CONDITIONS

- 12.5.1 Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Drawings or indicated in the Specifications or differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, or different from that shown on surveys or tests provided in the bid materials at the time the Owner solicited bids from the construction of the Project, he shall immediately give Notice to the Owner of such conditions before they are disturbed. The Owner and the Design Consultant shall thereupon promptly investigate the conditions and if they find that they materially differ from those shown on the Drawings or indicated in the Specifications, they shall at once make such changes in the Drawings and/or Specifications as they may find necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes.

12.6 OWNER DIRECTED CHANGES REQUIRING A DECREASE IN CONTRACT SUM.

- 12.6.1 If the Change in the Work will result in a decrease in the Contract Sum, the Owner may request a quotation by the Contractor of the amount of such decrease. The following provisions shall apply:

The portion of the Proposal relating to labor, whether by the Contractor's forces or the forces of any of

its Subcontractors, shall include reasonably anticipated gross wages of job site labor, including foremen, who would have been directly involved in the Work that has been deleted from the Contract, (for such time as they would have been so involved), plus payroll costs (including premium costs of overtime time, if overtime was anticipated, Social Security, Federal or State unemployment insurance taxes and fringe benefits required by collective bargaining agreements entered into by the Contractor or any such Subcontractor in connection with such labor) and fifteen percent (15%) of such anticipated gross wages, but not payroll costs, as overhead and profit not incurred or earned by the Contractor or any such Subcontractor, as applicable (said overhead and profit to include all supervision except foremen).

The portion of the Proposal relating to materials shall include the reasonably anticipated direct costs which would have been incurred by the Contractor or to any of its Subcontractors of materials which would have been purchased for incorporation in the Work but which has been deleted from the Contract, plus transportation and applicable sales and use taxes which will be avoided and fifteen percent (15%) of said direct material costs as overhead and profit not incurred or earned by the Contractor or any such Subcontractor (said overhead and profit to include all small tools), and shall further include the Contractor's and any of its Subcontractor's reasonably anticipated rental costs which will be avoided (either actual or discounted local published rates). If any of the items included in the lump sum Proposal are covered by unit prices contained in the Contract Documents, the Owner may elect to use these unit prices in determining the amount of reduction to the Contract Sum as a result of a deletion of Work from the Contract. No overhead and profit shall be applied to any unit prices for purposes of calculation such reduction in the Contract Sum.

The lump sum Proposal for Work which would have been performed by any Subcontractors shall include seven and 1/2 percent (7.5%) of that amount as an estimate of the Contractor's overhead and profit that will not be earned by Contractor due to the decrease in the Contract Sum.

The Contractor's quotation shall be forwarded to the Owner within ten (10) days of the Owner's request and, if acceptable to the Owner, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Owner in its reasonable judgment, plus overhead and profits stated above. This shall become final and binding upon the Contractor, subject to Contractor's right to dispute such action in accordance with the Article 15.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work is covered contrary to the request of the Owner or the Design Consultant or to requirements specifically expressed in the Contract Documents or to requirements of applicable construction permits, it must, if required in writing by the Design Consultant or Owner, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Design Consultant or the Owner has not specifically requested to observe prior to being covered, either may request to see such portion of the Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Owner, in which event the Owner shall be responsible for the payment of such costs. If such condition was caused by a Separate Contractor, Contractor may proceed against and only against, said Separate Contractor as provided in Article 6. Any

costs to the Owner pursuant to this Paragraph shall be determined in accordance with the provisions of Article 12.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly reconstruct, replace or correct portions of the Work rejected by the Design Consultant or Owner as defective or as failing to conform to the Contract Documents or as not in accordance with the guarantees and warranties specified in the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected portions of the Work, including compensation for the Design Consultant's and the Owner's additional construction management services made necessary thereby.

13.2.2 The Contractor, unless removal is waived by the Owner, shall remove from the site all portions of the Work which are defective or non-conforming, or if permitted or required, he shall correct such portions of the Work in place at his own expense promptly after receipt of Notice, and such rejected Work shall not thereafter be tendered for acceptance unless the former rejection or requirement for correction is disclosed.

13.2.3 If the Contractor does not proceed with the correction of such defective or non-conforming portions of the Work within a reasonable time fixed by written Notice from the Owner or Design Consultant, the Owner may either (1) by separate contract or otherwise replace or correct such portions of the Work and charge the Contractor the cost incurred by the Owner thereby and remove and store the materials or equipment at the expense of the Contractor, or (2) terminate this Contract for default as provided in Section 14.3, or both, or take any other measure allowed by law.

13.2.4 The Contractor shall bear the cost of making good all work of the Owner or Separate Contractors destroyed or damaged by such correction or removal.

13.2.5 Nothing contained in this Section 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Section 4.6 hereof. The establishment of the time period of one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his 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 his obligations.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable, or the Owner may elect to accept payment in materials or services, in lieu of a reduction in the Contract Sum. If the amount of a reduction is determined after final payment, it shall be paid to the Owner by the Contractor.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of one hundred twenty (120) days by the Owner or under an order of

any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, and through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon fourteen (14) additional days' written Notice to the Owner and the Design Consultant, terminate the Contract and recover from the Owner payment on a quantum merit basis, for all Work executed for which Contractor has not previously been paid, less any amounts Contractor may owe Owner under the Contract Documents and less any amounts Owner is entitled to withhold from Contractor or backcharge to the Contractor under the Contract Documents or pursuant to law. The Contractor shall not be entitled to collect and hereby expressly waives any overhead or profit on Work not performed and any damages related to that portion of the Contract which has been terminated.

14.2 TERMINATION FOR CONVENIENCE OF THE OWNER

14.2.1 The Owner may, at any time upon ten (10) days written Notice to the Contractor and to the Contractor's Surety, which Notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Section 14.4. Contractor shall include termination clauses identical to Article 14 in each of his subcontracts.

14.3 DEFAULT TERMINATION

14.3.1 Ten (10) days after written Notice is mailed to the Contractor and to the Contractor's Surety, the Owner may terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and his right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by contract or otherwise in any one of the following circumstances:

- .1 If the Contractor or its Surety refuses or fails to prosecute the Work or any separable part thereof with such diligence as will ensure the Substantial and Final Completion of the Work by the dates specified in the Supplemental Conditions for Substantial and Final Completion or fails to complete the Work or remedy a default within said period;
- .2 If the Contractor is in material default in carrying out any provisions of the Contract;
- .3 If the Contractor fails to supply a sufficient number of properly skilled workers or proper equipment or materials;
- .4 If the Contractor fails to make prompt payment to Subcontractors or for materials or labor, unless he otherwise provides the Owner satisfactory evidence that payment is not legally due;
- .5 If the Contractor disregards laws, permits, ordinances, rules, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the Owner;
- .6 If the Contractor substantially violates any provisions of the Contract Documents; or
- .7 If the Contractor refuses or fails to properly schedule, plan, coordinate and execute the Work, as specified herein, so as to perform the Work within the specified Completion Dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents.

14.3.2 The right of the Contractor to proceed shall not be so terminated under this Section 14.3 if the delays in the completion of the Work are due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor or his Subcontractors as specifically set forth in Section 8.3 hereof.

- 14.3.3 If, after the Contractor has been terminated for default pursuant to Section 14.3, it is determined that none of the circumstances set forth in Paragraph 14.3.1 exist, then such termination shall be considered a termination for convenience pursuant to Section 14.2. In such case, the Contractor's sole remedy will be the costs permitted by Section 14.4.
- 14.3.4 If the Owner so terminates the employment of the Contractor due to the Contractor's default, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the compensation to be paid to the Contractor hereunder shall exceed the expense of so completing the Work (including compensation for additional managerial, administrative, consultant and inspection services, attorney's fees and any damages for delay) such excess shall be paid to the Contractor.
- 14.3.5 If such expenses referenced in Paragraph 14.3.1, shall exceed the unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the Work is partially or fully terminated, the Owner may take possession of and utilize in completing the Work such materials, appliances, supplies, plant and equipment as may be on the site of the terminated portion of the Work and necessary for the completion of the Work. If the Owner does not fully terminate the right of the Contractor to proceed, the Contractor shall continue to perform the part of the Work that is not terminated.
- 14.3.6 If the Owner terminates the whole or any part of the Work pursuant to Section 14.3, the Owner may procure, upon such terms and in such manner as the Owner may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner for any excess costs for such similar supplies or services. The Contractor shall continue the performance of the Contract to the extent not terminated hereunder.
- 14.4 ALLOWABLE TERMINATION COSTS
- 14.4.1 If the Owner terminates the whole or any portion of the Work pursuant to Section 14.2, then the Owner shall only be liable to the Contractor for those costs reimbursable to the Contractor in accordance with Paragraph 14.4.2, plus a markup of ten percent (10%) for profit and overhead on the actual fully accounted costs specified under Paragraph 14.4.2; provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit or overhead shall be included or allowed hereunder for the Work performed and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss. Under no circumstances shall the Contractor be entitled to any loss profit on the Work terminated pursuant to Section 14.2.
- 14.4.1.1 After receipt of a Notice of Termination, the Contractor shall submit to the Owner his termination Claim, in the form and with certification prescribed by the Owner. Such Claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within such three (3) month period or authorized extension thereof. However, if the Owner determines that the facts justify such action, he may receive and evaluate any such termination Claim at any time after such three (3) month period or any extension thereof. Upon failure of the Contractor to submit his termination Claim within the time allowed, the Owner may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and such termination shall be final and binding on the Contractor.
- 14.4.2 If the Owner terminates the whole or any portion of the Work pursuant to Section 14.2, the Owner shall pay the Contractor an amount for supplies, services, or property accepted by the Owner, and which is in accordance with the Contract Documents, in an amount as if the Contract had not been terminated. In addition, in such event, the Owner shall pay to Contractor an amount representing Contractor's actual cost, excluding any overhead and profit for the items and things specified in Subparagraph 14.5.1.6 and not heretofore paid for, appropriately adjusted for any saving of freight or other charges. Under no circumstances shall the Contractor be entitled to any loss profit on the Work terminated pursuant to Section 14.2.

14.4.2.1 The Contractor agrees that neither the Owner nor the Design Consultant will be liable for payments to Contractors or Subcontractors pursuant to Section 14.4.2 unless each contract and subcontract contains termination provisions identical to those set forth in this Article 14. The Owner and the Design Consultant will not be liable to the Contractor or any of the Subcontractors for any costs associated with termination if the contract or subcontract of the party involved does not include the required termination language.

14.4.3 In arriving at any amount due the Contractor pursuant to Section 14.4, there shall be deducted the following:

- .1 All unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of the Contract;
- .2 Any Claim which the Owner may have against the Contractor;
- .3 Such amount as the Owner determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and
- .4 The agreed price for, or the proceeds of sale of, any materials, supplies or other things acquired by the Contractor sold, pursuant to the provisions of Subparagraph 14.5.1.7, and not otherwise recovered by or credited to the Owner, or returned for a refund by the Contractor.
- .5 All other amounts the Owner is entitled to withhold from the Contractor or charge to the Contractor pursuant to the Contract or as allowed by applicable law.

14.4.4 The total sum to be paid to the Contractor under Section 14.4 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted by the Contract. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Paragraph 14.4.2, the fair value, as determined by the Owner, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner, or to a buyer pursuant to Subparagraph 14.5.1.7.

14.5 GENERAL TERMINATION PROVISIONS

14.5.1 After receipt of a Notice of termination from the Owner, pursuant to Section 14.2 or 14.3, and except as otherwise directed by the Owner, the Contractor shall:

- .1 Stop work under the Contract on the date and to the extent specified in the Notice of termination;
- .2 Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
- .3 Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the Notice of termination;
- .4 At the option of the Owner, and in lieu of terminating such orders and subcontracts, assign to the Owner in the manner, at the times and to the extent directed by the Owner in writing, all of the rights in the such orders and subcontracts,
- .5 Settle all outstanding liabilities and all Claims arising out of such termination or orders and subcontracts, with the approval or ratification of the Owner in writing, to the extent he may require, which approval or ratification shall be final for all the purposes of this Article;
- .6 Transfer title and deliver to the entity or entities designated by the Owner, in the manner, at the times

and to the extent directed by the Owner to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the Work as had been terminated, the following:

- (1) The fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated by the Notice of termination; and
 - (2) The completed or partially completed plans, drawings, information, releases, manuals and other property related to the Work and which, if the Contract had been completed, would have been required to be furnished to the Owner;
- .7 Use his best efforts to return for a refund or sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Owner, any property of the types referred to in Subparagraph 14.5.1.6; provided, however, that the Contractor:
- (1) Shall not be required to extend credit to any buyer, and
 - (2) May acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner in writing; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under the Contract or shall otherwise be credited to the Contract Sum covered by the Contract or paid in such other manner as the Owner may direct;
- .8 Complete performance of such part of the Work as shall not have been terminated by the Notice of termination;
- .9 Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest; and
- .10 Otherwise mitigate any damages Contractor claims to suffer as a result of a termination.

14.5.2 The Contractor shall, from the effective date of termination until the expiration of three (3) years after final settlement under the Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, but without direct charge to the Owner, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the Work terminated hereunder, or, to the extent approved by the Owner, photographs, micro-photographs or other authentic reproductions thereof.

14.5.3 If the termination, pursuant to Section 14.2, be partial, the Contractor may file with the Owner a Claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.
Any Claim by the Contractor for an equitable adjustment under this Paragraph must be asserted within thirty (30) days from the effective date of the Notice of termination.

14.5.4 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under Section 14.4.

14.5.5 The Contractor shall be entitled to only those damages and that relief from termination by the Owner as specifically provided in Article 14.

ARTICLE 15

DISPUTE RESOLUTION

15.1 INITIATING CLAIMS

- 15.1.1 Claims must be initiated by written Notice to the Owner and to the party against whom the Claim is made with a copy to the Design Consultant. The responsibility to substantiate Claims shall rest with the party making the Claim.
- 15.1.2 Nothing in the Contract shall be construed as meaning that the Owner's assessment of Liquidated Damages is a Claim as defined herein, or that the Owner has the burden of proof to assess Liquidated Damages. Should the Owner assess Liquidated Damages, the burden of proving that such damages should not have been assessed shall rest upon the Contractor.

15.2 RESOLUTION OF CLAIMS AND DISPUTES BETWEEN CONTRACTOR AND OWNER

- 15.2.1 Claims by Contractor against Owner and by Owner against Contractor, including those alleging an error or omission by the Design Consultant shall be subject to the process set forth in this Section 15.2. Such Claims shall be referred initially to the Design Consultant for a decision. A final decision by the Design Consultant, or the failure of the Design Consultant to issue a final decision shall be required as a condition precedent to mediation or litigation of all such Claims arising prior to the date final payment is due. The Design Consultant will initially decide disputes between Owner and Contractor.
- 15.2.2 The Design Consultant will review Claims by Contractor and Owner against each other and within twenty (20) days of the receipt of the written Claim and 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 Design Consultant is unable to resolve the Claim if the Design Consultant lacks sufficient information to evaluate the merits of the Claim or if the Design Consultant concludes that it would be inappropriate for the Design Consultant to resolve the Claim.
- 15.2.3 In evaluating Claims made under this Section 15.2, the Design Consultant may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who assist the Design Consultant in rendering a decision.
- 15.2.4 If the Design Consultant requests a party to provide a response to a Claim under this Section 15.2, or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request, and shall within such time period, either provide a response to the requested supporting data, advise the Design Consultant when the response or supporting data will be furnished, or advise the Design Consultant that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Design Consultant will either reject or approve the Claim in whole or in part.
- 15.2.5 The Design Consultant will approve or reject Claims under this Section 15.2 by written decision, which shall state the reason thereof and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Design Consultant under this Section

15.2 shall be final and binding on the parties but subject to mediation and litigation.

15.2.6 When a written decision of the Design Consultant under this Section 15.2 states that the decision is final but subject to mediation, then a demand for mediation of a Claim covered by such decision must be made within thirty (30) days after the date on which the party making the demand receives the final written decision. Any failure to demand mediation within said thirty (30) days' period shall result in the Design Consultant's decision becoming final and binding to all parties. Claims not resolved in mediation shall be subject to litigation if in accordance with the applicable statutes of limitation and repose.

15.2.7 Upon receipt of a Claim under Section 15.2 against the Contractor or at any time thereafter, the Design Consultant or 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 Design Consultant or the Owner may, but are not obligated to, notify the Surety and request the Surety's assistance in resolving the controversy.

15.2.8 If the Design Consultant deems that a Claim under this Section 15.2 is valid, the Design Consultant shall require all parties to the dispute to share the cost of the Design Consultant's review equitably. If the Design Consultant deems that a Claim under this Section 15.2 is invalid, the Design Consultant shall require the complaining party to bear the cost of the Design Consultant's review. In any event, the Design Consultant may require the complaining party to submit a deposit equivalent to the Design Consultant's hourly rate multiplied by the amount of time the Design Consultant estimates, in the Design Consultant sole discretion, that will be necessary to review the Claim. The Design Consultant shall return any unused portion of this initial deposit to the complaining party following the Design Consultant's completion of the Design Consultant's review of the Claim. Nothing in these procedures shall entitle the Design Consultant to compensation for additional services from the Owner that is not authorized pursuant to the terms and conditions of the Agreement for Design Consultant Services.

15.3 TIME LIMITS ON CLAIMS

15.3.1 Unless a shorter time is provided in the Contract Documents, Claims by Contractor or any party except Owner must be initiated within twenty (20) days after occurrence of the event giving rise to such Claim or within twenty (20) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims against the Owner shall be initiated in strict conformance with the Contract Documents. Nothing in these procedures shall extend the period within or the manner in which Claims against the Owner must be submitted. Claims must be initiated by written Notice to the Owner and written notice to the other party and to the Design Consultant. Any Claim against the Owner that is not initiated within the applicable time period is waived. Claims by Owner may be made at any time within the applicable statute of limitations and repose.

15.4 CONTINUING CONTRACT PERFORMANCE

15.4.1 Pending final resolution of a Claim, the Contractor shall proceed diligently with the performance of the Contract, unless instructed otherwise in writing by the Owner.

15.5 MEDIATION

15.5.1 As required by N.C.G.S 143-128 (f1), any Claim as defined herein, which exceeds fifteen thousand dollars(\$15,000.00), and which concerns a party involved in the Project, including the Owner, Contractor, Design Consultant, any construction manager, Separate Contractors, or first and lower tier Subcontractors and which arise out of the Contract or the construction process, except those waived Claims shall, be subject to mediation as a condition precedent to the institution of legal proceedings by any party, except that any party may institute legal proceedings or perfect any mechanic's or materialmen's lien in order to meet any applicable statute of limitations or similar deadline prior to engaging in mediation.

15.5.2 The parties shall endeavor to resolve their Claims under this Section 15.5 by mediation which, unless the

parties mutually agree otherwise, shall be in accordance with the rules established by the Owner.

- 15.5.3 The parties shall share cost of the mediation equally except that if the Owner is a party to the dispute, the Owner shall pay at least one third of the cost of the mediation.
- 15.5.4 The mediation shall be held in a place where the Project is located, unless another location is mutually agreed upon.
- 15.5.5 Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

END OF GENERAL CONDITIONS

SECTION 01 91 13 - GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general requirements that apply to implementation of commissioning without regard to specific systems, assemblies, or components.
- B. Commissioning is systematic processes to provide documented confirmation that building systems perform according to the criteria set forth in the design intent and satisfy the owner's operational needs. This is achieved by beginning in the design phase and documenting design intent and continuing through construction, acceptance and the warranty period with actual verification of performance. The commissioning process shall encompass and coordinate the traditionally separate functions of system documentation, equipment startup, control system calibration, testing and balancing, performance testing and training.
- C. Commissioning during the construction phase is intended to achieve the following specific objectives according to the Contract Documents:
 - 1. Verify that applicable equipment and systems are installed according to the manufacturer's recommendations and to industry accepted minimum standards and that they receive adequate operational checkout by installing contractors.
 - 2. Verify and document proper performance of equipment and systems.
 - 3. Verify that O&M documentation left on site is complete.
 - 4. Verify that the Owner's operating personnel are adequately trained.
- D. The commissioning process does not take away from or reduce the responsibility of the system designers or installing contractors to provide a finished and fully functioning product.
- E. Abbreviations. _ The following are common abbreviations used in the *Specifications* and in the *Commissioning Plan*. Definitions are found in Section 1.3.

A/E-	Architect and design engineers	GC-	General contractor (prime)
CxA-	Commissioning authority	MC-	Mechanical contractor
CC	Controls contractor	OR-	Owner's Representative
CM-	Construction Manager	PC-	Prefunctional Checklist
Cx-	Commissioning	PM-	Project manager (of the Owner)
Cx Plan-	Commissioning Plan document	Subs-	Subcontractors to General
EC-	Electrical contractor		
FT-	Functional performance test		

F. Related Sections:

1. Division 23 Section "Commissioning of HVAC" for commissioning process activities for HVAC&R systems, assemblies, equipment, and components.

1.3 DEFINITIONS

- A. Acceptance Phase. Phase of construction after startup and initial checkout when functional performance tests, O&M documentation review and training occurs.
- B. Approval. Acceptance that a piece of equipment or system has been properly installed and is functioning in the tested modes according to the Contract Documents.
- C. Architect/Engineer (A/E): The prime consultant (architect) and sub-consultants who comprise the design team, generally the HVAC mechanical designer/engineer and the electrical designer/engineer.
- D. BoD: Basis of Design. A document that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
- E. CxA: Commissioning Authority. An independent agent, not otherwise associated with the A/E team members or the Contractor, hired by the Owner. The CxA directs and coordinates the day-to-day commissioning activities. The CxA does not take an oversight role like the CM. The CxA is part of the Construction Manager (CM) team or shall report directly to the CM.
- F. Cx Plan: Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process
- G. Datalogging: Monitoring flows, currents, status, pressures, etc. of equipment using stand-alone dataloggers separate from the control system.
- H. Deferred Functional Tests : FTs that are performed later, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design or other site conditions that disallow the test from being performed.
- I. Deficiency : A condition in the installation or function of a component, piece of equipment or system that is not in compliance with the Contract Documents (that is, does not perform properly or is not complying with the design intent)
- J. Design Intent: A dynamic document that provides the explanation of the ideas, concepts and criteria that are considered to be very important to the owner. It is initially the outcome of the programming and conceptual design phases.
- K. Design Narrative or Design Documentation: Sections of either the Design Intent or Basis of Design.
- L. Factory Testing: Testing of equipment on-site or at the factory by factory personnel with an Owner's representative present.
- M. Functional Performance Test (FT): Test of the dynamic function and operation of equipment and systems using manual (direct observation) or monitoring methods. Functional testing is the dynamic testing of systems (rather than just components) under full operation (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure setpoint). Systems are tested under various modes, such as during low cooling or heating loads, high

loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc. The systems are run through all the control system's sequences of operation and components are verified to be responding as the sequences state. The commissioning authority develops the functional test procedures in a sequential written form, coordinates, oversees and documents the actual testing, which is usually performed by the installing contractor or vendor. FTs are performed after Prefunctional Checklist s and startup are complete.

- N. General Contractor (GC): The prime contractor for this project. Generally refers to all the GC's subcontractors as well. Also referred to as the Contractor, in some contexts.
- O. Indirect Indicators: Indicators of a response or condition, such as a reading from a control system screen reporting a damper to be 100% closed
- P. Manual Test: Using hand-held instruments, immediate control system readouts or direct observation to verify performance (contrasted to analyzing monitored data taken over time to make the "observation").
- Q. Monitoring: The recording of parameters (flow, current, status, pressure, etc.) of equipment operation using dataloggers or the trending capabilities of control systems.
- R. Non-Compliance: See Deficiency.
- S. Non-Conformance: See Deficiency.
- T. Over-written Value: Writing over a sensor value in the control system to see the response of a system (e.g., changing the outside air temperature value from 50F to 75F to verify economizer operation). See also "Simulated Signal."
- U. OPR: Owner's Project Requirements. A document that details the functional requirements of a project and the expectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
- V. Prefunctional Checklist (PC): A list of items to inspect and elementary component tests to conduct to verify proper installation of equipment, provided by the CxA to the Sub. Prefunctional Checklist s are primarily static inspections and procedures to prepare the equipment or system for initial operation (e.g., belt tension, oil levels OK, labels affixed, gages in place, sensors calibrated, etc.). However, some Prefunctional Checklist items entail simple testing of the function of a component, a piece of equipment or system (such as measuring the voltage imbalance on a three phase pump motor of a chiller system). The word prefunctional refers to before functional testing. Prefunctional Checklist s augment and are combined with the manufacturer's start-up checklist. Even without a commissioning process, contractors typically perform some, if not many, of the Prefunctional Checklist items a commissioning authority will recommend. However, few contractors document in writing the execution of these checklist items. Therefore, for most equipment, the contractors execute the checklists on their own. The commissioning authority only requires that the procedures be documented in writing, and does not witness much of the Prefunctional Checklisting, except for larger or more critical pieces of equipment.
- W. Sampling: Functionally testing only a fraction of the total number of identical or near identical pieces of equipment.
- X. Seasonal Performance Tests: FT that are deferred until the system(s) will experience conditions closer to their design conditions.
- Y. Simulated Condition: Condition that is created for the purpose of testing the response of a system (e.g., applying a hair blower to a space sensor to see the response in a VAV box).

- Z. Simulated Signal: Disconnecting a sensor and using a signal generator to send an amperage, resistance or pressure to the transducer and DDC system to simulate a sensor value.
- AA. Systems, Subsystems, Equipment, and Components: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.
- BB. Startup: The initial starting or activating of dynamic equipment, including executing Prefunctional Checklist s.
- CC. Subs: The subcontractors to the GC who provide and install building components and systems.
- DD. Test Procedures: The step-by-step process which must be executed to fulfill the test requirements. The test procedures are developed by the CxA.
- EE. Test Requirements: Requirements specifying what modes and functions, etc. shall be tested. The test requirements are not the detailed test procedures. The test requirements are specified in the Contract Documents
- FF. Trending: Monitoring using the building control system.
- GG. Vendor: Supplier of equipment.
- HH. Warranty Period: Warranty period for entire project, including equipment components. Warranty begins at Substantial Completion and extends for at least one year, unless specifically noted otherwise in the Contract Documents and accepted submittals.

1.4 COORDINATION

- A. Commissioning Team. The members of the commissioning team consist of the Commissioning authority (CxA), the Owner's Representative (OR), the designated representative of the owner's Construction Management firm (CM), the General Contractor (GC or Contractor), the architect and design engineers (particularly the mechanical engineer), the Mechanical Contractor (MC), the Electrical Contractor (EC), the Controls Contractor (CC), any other installing subcontractors or suppliers of equipment. If known, the Owner's building or plant operator/engineer is also a member of the commissioning team.
- B. Management. The CxA is hired by the Owner directly. The CxA directs and coordinates the commissioning activities and the reports to the OR. All members work together to fulfill their contracted responsibilities and meet the objectives of the Contract Documents.
- C. Scheduling. The CxA will work with the CM and GC according to established protocols to schedule the commissioning activities. The CxA will provide sufficient notice to the CM and GC for scheduling commissioning activities. The GC will integrate all commissioning activities into the master schedule. All parties will address scheduling problems and make necessary notifications in a timely manner in order to expedite the commissioning process.
- D. The CxA will provide the initial schedule of primary commissioning events at the commissioning scoping meeting. The *Commissioning Plan—Construction Phase* provides a format for this schedule. As construction progresses more detailed schedules are developed by the CxA. The Commissioning Plan also provides a format for detailed schedules.

1.5 COMMISSIONING PROCESS

- A. Commissioning Plan. The *Commissioning Plan*, provided as part of the bid documents, is binding on the Contractor. The commissioning plan provides guidance in the execution of the commissioning process. Just after the initial commissioning scoping meeting the CxA will update the plan which is then considered the “final” plan, though it will continue to evolve and expand as the project progresses. The *Specifications* will take precedence over the *Commissioning Plan*.
- B. Commissioning Process. The following narrative provides a brief overview of the typical commissioning tasks during construction and the general order in which they occur.
 - 1. Commissioning during construction begins with a scoping meeting conducted by the CxA where the commissioning process is reviewed with the commissioning team members.
 - 2. Additional meetings will be required throughout construction, scheduled by the CxA with necessary parties attending, to plan, scope, coordinate, schedule future activities and resolve problems.
 - 3. In general, the checkout and performance verification proceeds from simple to complex; from component level to equipment to systems and intersystem levels with Prefunctional Checklist s being completed before functional testing.
 - 4. The CxA develops specific equipment and system functional performance test procedures. The Subs review the procedures.
 - 5. The procedures are executed by the Subs, under the direction of, and documented by the CxA.
 - 6. Items of non-compliance in material, installation or setup are corrected at the Sub’s expense and the system retested.
 - 7. Commissioning is completed before Substantial Completion.
 - 8. Deferred testing is conducted.

1.6 COMMISSIONING TEAM

- A. Members Appointed by Contractor(s): Individuals, each having the authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated action. The commissioning team shall consist of, but not be limited to, the Construction Manager (CM) and representatives of the Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.
- B. Members Appointed by Owner:
 - 1. CxA: The designated person, company, or entity that plans, schedules, and coordinates the commissioning team to implement the commissioning process. Owner will engage the CxA under a separate contract.
 - 2. Representatives of the facility user and operation and maintenance personnel.
 - 3. The Owners Representative.
 - 4. Architect and engineering design professionals.

1.7 OWNER'S RESPONSIBILITIES

- A. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.
- B. Follow the Commissioning Plan.

- C. Attend commissioning scoping meetings and additional meetings as necessary.

1.8 OWNERS REPRESENTATIVE'S RESPONSIBILITIES

- A. The Owner's Representative OR shall represent the Owner during the commissioning process as follows:
 - 1. Manage the contract of the A/E, CxA, CM and Contractor.
 - 2. Arrange for facility operating and maintenance personnel to attend various field commissioning activities and field training sessions according to the *Commissioning Plan – Construction Phase*.
 - 3. Provide final approval for the completion of the commissioning work.
 - 4. Ensure that any seasonal or deferred testing and any deficiency issues are addressed.
 - 5. Follow the Commissioning Plan.
 - 6. Attend commissioning scoping meetings and additional meetings as necessary.

1.9 ARCHITECT/ENGINEERS (AE) RESPONSIBILITIES

- A. The AE shall participate in and perform commissioning process activities including, but not limited to, the following:
 - 1. Attend the commissioning scoping meeting and selected commissioning team meetings.
 - 2. Perform normal submittal review, construction observation, as-built drawing preparation, O&M manual preparation, etc., as contracted.
 - 3. Provide any design narrative and sequence documentation requested by the CxA. The designers shall assist (along with the contractors) in clarifying the operation and control of commissioned equipment in areas where the specifications, control drawings or equipment documentation is not sufficient for writing detailed testing procedures.
 - 4. Coordinate resolution of system deficiencies identified during commissioning, according to the contract documents.
 - 5. Prepare and submit final as-built design intent documentation for inclusion in the O&M manuals. Review and approve the O&M manuals.
 - 6. Coordinate resolution of design non-conformance and design deficiencies identified during warranty-period commissioning.
 - 7. Participate in the resolution of non-compliance, non-conformance and design deficiencies identified during commissioning during warranty-period commissioning.

1.10 CONSTRUCTION MANAGER'S (CM) RESPONSIBILITIES

- A. The construction manager shall participate in and perform commissioning process activities including, but not limited to the following:
 - 1. Facilitate the coordination of the commissioning work by the CxA, and, with the GC and CxA, ensure that commissioning activities are being scheduled into the master schedule.
 - 2. Review and approve the final *Commissioning Plan—Construction Phase*.
 - 3. Attend a commissioning scoping meeting and other commissioning team meetings.
 - 4. Perform the normal review of Contractor submittals.
 - 5. Furnish a copy of all construction documents, addenda, requests for information, change orders and approved submittals and shop drawings related to commissioned equipment to the CxA.
 - 6. Review and approve the functional performance test procedures submitted by the CxA, prior to testing.
 - 7. Review commissioning progress and deficiency reports.
 - 8. Coordinate the resolution of non-compliance and design deficiencies identified in all phases of commissioning.

9. Follow the Commissioning Plan.
10. Attend commissioning scoping meetings and additional meetings as necessary.

1.11 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:
1. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
 2. Cooperate with the CxA for resolution of issues recorded in the Issues Log.
 3. Attend commissioning team meetings held on a monthly basis.
 4. Integrate and coordinate commissioning process activities with construction schedule.
 5. Review commissioning progress and deficiency reports.
 6. Review and accept construction checklists provided by the CxA.
 7. Complete paper or electronic construction checklists as Work is completed and provide to the CxA on a weekly basis.
 8. Review and accept commissioning process test procedures provided by the Commissioning Authority.
 9. Complete commissioning process test procedures.
 10. Include the cost of commissioning in the total contract price.
 11. Coordinate the training of Owner personnel and provide the times and dates of training to the CxA.
 12. Execute seasonal or deferred functional performance testing witnessed by the CxA to facilitate the Cx process.
 13. Provide a list of final settings, setpoints, ranges, schedules, and / or trend logs required by the CxA.
 14. Follow the Commissioning Plan.
 15. Attend commissioning scoping meetings and additional meetings as necessary.
 16. From the red-line drawings, edit and update one-line diagrams developed as part of the design narrative documentation and those provided by the vendor as shop drawings for the chilled and hot water, condenser water, and domestic water systems; supply, return and exhaust air systems and emergency power system.

1.12 SUB CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:
1. Provide all requested submittal data, including detailed start-up procedures and specific responsibilities of the Owner to keep warranties in force.
 2. Assist in equipment testing per agreements with Prime.
 3. Include all special tools and instruments (only available from vendor, specific to a piece of equipment) required for testing equipment according to these Contract Documents in the base bid price to the Contractor, except for stand-alone data logging equipment that may be used by the CxA.
 4. Provide information requested by CxA regarding equipment sequence of operation and testing procedures.
 5. Review test procedures for equipment installed by factory representatives.
 6. Follow the Commissioning Plan.
 7. Attend commissioning scoping meetings and additional meetings as necessary.

1.13 EQUIPMENT SUPPLIERS' RESPONSIBILITIES

- A. The equipment suppliers shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:
1. Provide all requested submittal data, including detailed start-up procedures and specific responsibilities of the Owner to keep warranties in force.
 2. Assist in equipment testing per agreements with Subs.
 3. Include all special tools and instruments (only available from vendor, specific to a piece of equipment) required for testing equipment according to these Contract Documents in the base bid price to the Contractor, except for stand-alone datalogging equipment that may be used by the CxA.
 4. Through the contractors they supply products to, analyze specified products and verify that the designer has specified the newest most updated equipment reasonable for this project's scope and budget.
 5. Provide information requested by CxA regarding equipment sequence of operation and testing procedures.
 6. Review test procedures for equipment installed by factory representatives.
 7. Follow the Commissioning Plan.
 8. Attend commissioning scoping meetings and additional meetings as necessary.

1.14 CxA'S RESPONSIBILITIES

- A. The CxA is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The CxA may assist with problem-solving non-conformance or deficiencies, but ultimately that responsibility resides with the general contractor and the A/E. The primary role of the CxA is to develop and coordinate the execution of a testing plan, observe and document performance—that systems are functioning in accordance with the documented design intent and in accordance with the Contract Documents. The Contractors will provide all tools or the use of tools to start, check-out and functionally test equipment and systems, except for specified testing with portable data-loggers, which shall be supplied and installed by the CxA.
1. Coordinates and directs the commissioning activities using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.
 2. Coordinate the commissioning work and, with the GC and CM, ensure that commissioning activities are being scheduled into the master schedule.
 3. Revise, as necessary, the *Commissioning Plan—Construction Phase*.
 4. Plan and conduct a commissioning scoping meeting and other commissioning meetings.
 5. Request and review additional information required to perform commissioning tasks, including O&M materials, contractor start-up and checkout procedures.
 6. Before startup, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
 7. Oversee sufficient functional testing of the control system.
 8. With necessary assistance and review from installing contractors, write the functional performance test procedures for equipment and systems. This may include energy management control system trending, stand-alone datalogger monitoring or manual functional testing. Submit to CM for review, and for approval if required.
 9. Analyze any functional performance trend logs and monitoring data to verify performance.
 10. Coordinate, witness and approve manual functional performance tests performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved.
 11. Maintain a master deficiency and resolution log and a separate testing record. Provide the CM with written progress reports and test results with recommended actions.

12. Provide a final commissioning report.
13. Coordinate and supervise required seasonal or deferred testing and deficiency corrections.

PART 2 - PRODUCTS

2.1 TEST EQUIPMENT

- A. All standard testing equipment required to perform startup and initial checkout and required functional performance testing shall be provided by the Division contractor for the equipment being tested. For example, the mechanical contractor of Division 23 shall ultimately be responsible for all standard testing equipment for the HVAC system and controls system in Division 23. Two-way radios shall be provided by the Division Contractor.
- B. Special equipment, tools and instruments (only available from vendor, specific to a piece of equipment) required for testing equipment, according to these Contract Documents shall be included in the base bid price to the Contractor and left on site, except for stand-alone datalogging equipment that may be used by the CxA.
- C. Datalogging equipment and software required to test equipment will be provided by the CxA, but shall not become the property of the Owner.
- D. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified in the *Specifications*. If not otherwise noted, the following minimum requirements apply: Temperature sensors and digital thermometers shall have a certified calibration within the past year to an accuracy of 0.5°F and a resolution of + or - 0.1°F. Pressure sensors shall have an accuracy of + or - 2.0% of the value range being measured (not full range of meter) and have been calibrated within the last year. All equipment shall be calibrated according to the manufacturer's recommended intervals and when dropped or damaged. Calibration tags shall be affixed or certificates readily available.

PART 3 - EXECUTION

3.1 MEETINGS

- A. Scoping Meeting. Within 90 days of commencement of construction, the CxA will schedule, plan and conduct a commissioning scoping meeting with the entire commissioning team in attendance. Meeting minutes will be distributed to all parties by the CxA. Information gathered from this meeting will allow the CxA to revise the *Commissioning Plan* to its "final" version, which will also be distributed to all parties.
- B. Miscellaneous Meetings. Other meetings will be planned and conducted by the CxA as construction progresses. These meetings will cover coordination, deficiency resolution and planning issues with particular Subs. The CxA will plan these meetings and will minimize unnecessary time being spent by Subs. These meetings may be held monthly, until the final 3 months of construction when they may be held as frequently as one per week.

3.2 REPORTING

- A. The CxA will provide regular reports to the CM and the OR, with increasing frequency as construction and commissioning progresses. Standard forms are provided and referenced in the *Commissioning Plan*.

- B. The CxA will regularly communicate with all members of the commissioning team, keeping them apprised of commissioning progress and scheduling changes through memos, progress reports, etc.
- C. Testing or review approvals and non-conformance and deficiency reports are made regularly with the review and testing as described in later sections.
- D. A final summary report (about four to six pages, not including backup documentation) by the CxA will be provided to the CM and OR, focusing on evaluating commissioning process issues and identifying areas where the process could be improved. All acquired documentation, logs, minutes, reports, deficiency lists, communications, findings, unresolved issues, etc., will be compiled in appendices and provided with the summary report. Prefunctional Checklist s, functional tests and monitoring reports will not be part of the final report, but will be stored in the Commissioning Record in the O&M manuals.

3.3 START-UP AND INITIAL CHECKOUT

- A. The following procedures apply to all equipment to be commissioned, according to Section 1.13, Systems to be Commissioned. Some systems that are not comprised so much of actual dynamic machinery, e.g., electrical system power quality, may have very simplified PCs and startup.
- B. Sensor and Actuator Calibration.
 - 1. All field-installed temperature, relative humidity, CO, CO₂ and pressure sensors and gages, and all actuators (dampers and valves) on all equipment shall be calibrated using the methods described below. Alternate methods may be used, if approved by the Owner before-hand. All test instruments shall have had a certified calibration within the last 12 months. Sensors installed *in* the unit at the factory with calibration certification provided need not be field calibrated.
 - 2. All procedures used shall be fully documented on the Prefunctional Checklist s or other suitable forms, clearly referencing the procedures followed and written documentation of initial, intermediate and final results.
 - 3. Sensor Calibration Methods.
 - a. All Sensors. Verify that all sensor locations are appropriate and away from causes of erratic operation. Verify that sensors with shielded cable, are grounded only at one end. For sensor pairs that are used to determine a temperature or pressure difference, make sure they are reading within 0.2°F of each other for temperature and within a tolerance equal to 2% of the reading, of each other, for pressure. Tolerances for critical applications may be tighter.
 - b. Sensors Without Transmitters--Standard Application. Make a reading with a calibrated test instrument within 6 inches of the site sensor. Verify that the sensor reading (via the permanent thermostat, gage or building automation system (BAS)) is within the tolerances in the table below of the instrument-measured value. If not, install offset in BAS, calibrate or replace sensor.
 - c. Sensors With Transmitters--Standard Application. Disconnect sensor. Connect a signal generator in place of sensor. Connect ammeter in series between transmitter and BAS control panel. Using manufacturer's resistance-temperature data, simulate minimum desired temperature. Adjust transmitter potentiometer zero until 4 mA is read by the ammeter. Repeat for the maximum temperature matching 20 mA to the potentiometer span or maximum and verify at the BAS. Record all values and recalibrate controller as necessary to conform with specified control ramps, reset schedules, proportional relationship, reset relationship and P/I reaction. Reconnect sensor. Make a reading with a calibrated test instrument within 6 inches of the site sensor. Verify that the sensor reading (via the permanent thermostat, gage or building automation system (BAS)) is within the tolerances in the table below of the instrument-measured value. If not, replace sensor and repeat. For pressure sensors, perform a similar process with a suitable signal generator.

- d. Critical Applications. For critical applications (process, manufacturing, etc.) more rigorous calibration techniques may be required for selected sensors. Describe any such methods used on an attached sheet.

Tolerances, Standard Applications

<u>Sensor</u>	<u>Required Tolerance (+/-)</u>	<u>Sensor</u>	<u>Required Tolerance (+/-)</u>
Cooling coil, chilled and condenser water temps	0.4F	Flow rates, water	4% of design
AHU wet bulb or dew point	2.0F	Relative humidity	4% of design
Hot water coil and boiler water temp	1.5F	Combustion flue temps	5.0F
Outside air, space air, duct air temps	0.4F	Oxygen or CO ₂ monitor	0.1 % pts
Watthour, voltage & amperage	1% of design	CO monitor	0.01 % pts
Pressures, air, water and gas	3% of design	Natural gas and oil flow rate	1% of design
Flow rates, air	10% of design	Steam flow rate	3% of design
		Barometric pressure	0.1 in. of Hg

4. Valve and Damper Stroke Setup and Check.

- a. EMS Readout. For all valve and damper actuator positions checked, verify the actual position against the BAS readout.
 - b. Set pumps or fans to normal operating mode. Command valve or damper closed, visually verify that valve or damper is closed and adjust output zero signal as required. Command valve or damper open, verify position is full open and adjust output signal as required. Command valve or damper to a few intermediate positions. If actual valve or damper position doesn't reasonably correspond, replace actuator or add pilot positioner (for pneumatics).
5. Closure for heating coil valves (NO): Set heating setpoint 20°F above room temperature. Observe valve open. Remove control air or power from the valve and verify that the valve stem and actuator position do not change. Restore to normal. Set heating setpoint to 20°F below room temperature. Observe the valve close. For pneumatics, by override in the EMS, increase pressure to valve by 3 psi (do not exceed actuator pressure rating) and verify valve stem and actuator position does not change. Restore to normal.
6. Closure for cooling coil valves (NC): Set cooling setpoint 20°F above room temperature. Observe the valve close. Remove control air or power from the valve and verify that the valve stem and actuator position do not change. Restore to normal. Set cooling setpoint to 20°F below room temperature. Observe valve open. For pneumatics, by override in the EMS, increase pressure to valve by 3 psi (do not exceed actuator pressure rating) and verify valve stem and actuator position does not change. Restore to normal.

C. Deficiencies, Non-Conformance and Approval in Checklists and Startup.

1. The Subs shall clearly list any outstanding items of the initial start-up and prefunctional procedures that were not completed successfully, at the bottom of the procedures form or on an attached sheet. The procedures form and any outstanding deficiencies are provided to the CxA within two days of test completion.
2. The CxA reviews the report and submits either a non-compliance report or an approval form to the Sub or CM. The CxA shall work with the Subs and vendors to correct and retest deficiencies or uncompleted items. The CxA will involve the CM and others as necessary. The installing Subs or vendors shall correct all areas that are deficient or incomplete in the checklists and tests in a timely manner, and shall notify the CxA as soon as outstanding items have been corrected and resubmit an updated start-up report and a Statement of Correction on the original non-compliance report. When satisfactorily completed, the CxA recommends approval of the execution of the checklists and startup of each system to the CM using a standard form.

3. Items left incomplete, which later cause deficiencies or delays during functional testing may result in back charges to the responsible party. Refer to Part 3.7 herein for details.

3.4 PHASED COMMISSIONING

- A. The project may require startup and performance testing to be executed in phases. Phasing shall be coordinated with the owner/CM, CxA, and A/E and be reflected in the overall project schedule and commissioning schedule by the contractor. Final performance testing of all systems will be as required by the phasing plan. The performance testing of the “systems as a whole” will be performed before final turnover of the entire project.

3.5 FUNCTIONAL PERFORMANCE TESTING

- A. This sub-section applies to all commissioning functional testing for all divisions.
- B. Objectives and Scope. The objective of functional performance testing is to demonstrate that each system is operating according to the documented design intent and Contract Documents. Functional testing facilitates bringing the systems from a state of substantial completion to full dynamic operation. Additionally, during the testing process, areas of deficient performance are identified and corrected, improving the operation and functioning of the systems.
 1. In general, each system should be operated through all modes of operation (seasonal, occupied, unoccupied, warm-up, cool-down, part- and full-load) where there is a specified system response. Verifying each sequence in the sequences of operation is required. Proper responses to such modes and conditions as power failure, freeze condition, low oil pressure, no flow, equipment failure, etc. shall also be tested.
 2. Development of Test Procedures. Before test procedures are written, the CxA shall obtain all requested documentation and a current list of change orders affecting equipment or systems, including an updated points list, program code, control sequences and parameters. The CxA shall develop specific test procedures and forms to verify and document proper operation of each piece of equipment and system. Each Sub or vendor responsible to execute a test, shall provide limited assistance to the CxA in developing the procedures review (answering questions about equipment, operation, sequences, etc.). Prior to execution, the CxA shall provide a copy of the test procedures to the Sub(s) who shall review the tests for feasibility, safety, equipment and warranty protection. The CxA may submit the tests to the A/E for review, if requested.
 3. The CxA shall review owner-contracted, factory testing or required owner acceptance tests which the CxA is not responsible to oversee, including documentation format, and shall determine what further testing or format changes may be required to comply with the Specifications. Redundancy of testing shall be minimized.
 4. The purpose of any given specific test is to verify and document compliance with the stated criteria of acceptance given on the test form.
 5. The test procedure forms developed by the CxA shall include (but not be limited to) the following information:
 - a. System and equipment or component name(s)
 - b. Equipment location and ID number
 - c. Unique test ID number, and reference to unique Prefunctional Checklist and start-up documentation ID numbers for the piece of equipment
 - d. Date

- e. Project name
- f. Participating parties
- g. A copy of the specification section describing the test requirements
- h. A copy of the specific sequence of operations or other specified parameters being verified
- i. Formulas used in any calculations
- j. Required pre-test field measurements
- k. Instructions for setting up the test.
- l. Special cautions, alarm limits, etc.
- m. Specific step-by-step procedures to execute the test, in a clear, sequential and repeatable format
- n. Acceptance criteria of proper performance with a Yes / No check box to allow for clearly marking whether or not proper performance of each part of the test was achieved.
- o. A section for comments

C. Test Methods.

1. Functional performance testing and verification may be achieved by manual testing (persons manipulate the equipment and observe performance) or by monitoring the performance and analyzing the results using the control system's trend log capabilities or by stand-alone dataloggers. The CxA may substitute specified methods or require an additional method to be executed, other than what was specified, with the approval of the CM. This may require a change order and adjustment in charge to the Owner. The CxA will determine which method is most appropriate for tests that do not have a method specified.
2. Simulated Conditions. Simulating conditions (not by an overwritten value) shall be allowed, though timing the testing to experience actual conditions is encouraged wherever practical.
3. Overwritten Values. Overwriting sensor values to simulate a condition, such as overwriting the outside air temperature reading in a control system to be something other than it really is, shall be allowed, but shall be used with caution and avoided when possible. Such testing methods often can only test a part of a system, as the interactions and responses of other systems will be erroneous or not applicable. Simulating a condition is preferable. e.g., for the above case, by heating the outside air sensor with a hair blower rather than overwriting the value or by altering the appropriate setpoint to see the desired response. Before simulating conditions or overwriting values, sensors, transducers and devices shall have been calibrated.
4. Simulated Signals. Using a signal generator which creates a simulated signal to test and calibrate transducers and DDC constants is generally recommended over using the sensor to act as the signal generator via simulated conditions or overwritten values.
5. Altering Setpoints. Rather than overwriting sensor values, and when simulating conditions is difficult, altering setpoints to test a sequence is acceptable. For example, to see the AC compressor lockout work at an outside air temperature below 55F, when the outside air temperature is above 55F, temporarily change the lockout setpoint to be 2F above the current outside air temperature.
6. Indirect Indicators. Relying on indirect indicators for responses or performance shall be allowed only after visually and directly verifying and documenting, over the range of the tested parameters, that the indirect readings through the control system represent actual conditions and responses. Much of this verification is completed during prefunctional testing.
7. Setup. Each function and test shall be performed under conditions that simulate actual conditions as close as is practically possible. The Sub executing the test shall provide all necessary materials, system modifications, etc. to produce the necessary flows, pressures, temperatures, etc. necessary to execute the test according to the specified conditions. At completion of the test, the Sub shall return all affected building equipment and systems, due to these temporary modifications, to their pre-test condition.
 - a. Test all operating modes, interlocks, control responses, and responses to abnormal or emergency.
8. Sampling. Multiple identical pieces of non-life-safety or otherwise non-critical equipment may be functionally tested using a sampling strategy. Significant application differences and significant sequence of operation differences in otherwise identical equipment invalidates their common

identity. A small size or capacity difference, alone, does not constitute a difference. It is noted that no sampling by Subs is allowed in Prefunctional Checklist execution.

- a. A common sampling strategy referenced in the *Specifications* as the “xx% Sampling—yy% Failure Rule” is defined by the following example.

xx = the percent of the group of identical equipment to be included in each sample.

yy = the percent of the sample that if failing, will require another sample to be tested.

- b. The example below describes a 20% Sampling—10% Failure Rule.

- 1) Randomly test at least 20% (xx) of each group of identical equipment. In no case test less than three units in each group. This 20%, or three, constitute the “first sample.”
- 2) If 10% (yy) of the units in the first sample fail the functional performance tests, test another 20% of the group (the second sample).
- 3) If 10% of the units in the second sample fail, test all remaining units in the whole group.
- 4) If at any point, frequent failures are occurring and testing is becoming more troubleshooting than verification, the CxA may stop the testing and require the responsible Sub to perform and document a checkout of the remaining units, prior to continuing with functionally testing the remaining units.

- c. ALL life safety devices (e.g., fire alarm shutdowns) and mechanical protection devices (e.g. chiller/ boiler anti shock 3-way valves and coil freeze-stats) should be tested 100% rather than just the random sampling.

- D. Coordination and Scheduling. The Subs shall provide sufficient notice to the CxA regarding their completion schedule for the Prefunctional Checklist s and startup of all equipment and systems. The CxA will schedule functional tests through the CM, GC and affected Subs. The CxA shall direct, witness and document the functional testing of all equipment and systems. The Subs shall execute the tests.

1. In general, functional testing is conducted after prefunctional testing and startup has been satisfactorily completed. Testing proceeds from components to subsystems to systems. When the proper performance of all interacting individual systems has been achieved, the interface or coordinated responses between systems is checked.

- E. Test Equipment. Refer to Section 019113, Part 2 for test equipment requirements.

- F. Problem Solving. The CxA will recommend solutions to problems found, however the burden of responsibility to solve, correct and retest problems is with the GC, Subs and A/E.

3.6 DOCUMENTATION, NON-CONFORMANCE AND APPROVAL OF TESTS

- A. Documentation. The CxA shall witness and document the results of all functional performance tests using the specific procedural forms developed for that purpose. Prior to testing, these forms are provided to the CM for review and approval and to the Subs for review. The CxA will include the filled out forms in the O&M manuals.

- B. Non-Conformance.

1. The CxA will record the results of the functional test on the procedure or test form. All deficiencies or non-conformance issues shall be noted and reported to the CM on a standard non-compliance form.

2. Corrections of minor deficiencies identified may be made during the tests at the discretion of the CxA. In such cases the deficiency and resolution will be documented on the procedure form.
3. Every effort will be made to expedite the testing process and minimize unnecessary delays, while not compromising the integrity of the procedures. However, the CxA will not be pressured into overlooking deficient work or loosening acceptance criteria to satisfy scheduling or cost issues, unless there is an overriding reason to do so at the request of the CM.
4. As tests progress and a deficiency is identified, the CxA discusses the issue with the executing contractor.
 - a. When there is no dispute on the deficiency and the Sub accepts responsibility to correct it:
 - 1) The CxA documents the deficiency and the Sub's response and intentions and they go on to another test or sequence. After the day's work, the CxA submits the non-compliance reports to the CM for signature, if required. A copy is provided to the Sub and CxA. The Sub corrects the deficiency, signs the statement of correction at the bottom of the non-compliance form certifying that the equipment is ready to be retested and sends it back to the CxA.
 - 2) The CxA reschedules the test and the test is repeated.
 - b. If there is a dispute about a deficiency, regarding whether it is a deficiency or who is responsible:
 - 1) The deficiency shall be documented on the non-compliance form with the Sub's response and a copy given to the CM and to the Sub representative assumed to be responsible.
 - 2) Resolutions are made at the lowest management level possible. Other parties are brought into the discussions as needed. Final interpretive authority is with the A/E. Final acceptance authority is with the Project Manager.
 - 3) The CxA documents the resolution process.
 - 4) Once the interpretation and resolution have been decided, the appropriate party corrects the deficiency, signs the statement of correction on the non-compliance form and provides it to the CxA. The CxA reschedules the test and the test is repeated until satisfactory performance is achieved.
5. Cost of Retesting.
 - a. The cost for the *Sub* to retest a prefunctional or functional test, if they are responsible for the deficiency, shall be theirs. If they are not responsible, any cost recovery for retesting costs shall be negotiated with the GC.
 - b. For a deficiency identified, not related to any Prefunctional Checklist or start-up fault, the following shall apply: The CxA and CM will direct the retesting of the equipment once at no "charge" to the GC for their time. However, the CxA's and CM's time for a second retest will be charged to the GC, who may choose to recover costs from the responsible Sub.
 - c. The time for the CxA and CM to direct any retesting required because a specific *Prefunctional Checklist* or start-up test item, reported to have been successfully completed, but determined during functional testing to be faulty, will be backcharged to the GC, who may choose to recover costs from the party responsible for executing the faulty prefunctional test.
6. The Contractor shall respond in writing to the CxA and CM at least as often as commissioning meetings are being scheduled concerning the status of each apparent outstanding discrepancy identified during commissioning. Discussion shall cover explanations of any disagreements and proposals for their resolution.
7. The CxA retains the original non-conformance forms until the end of the project.
8. Any required retesting by any contractor shall not be considered a justified reason for a claim of delay or for a time extension by the prime contractor.

- C. Failure Due to Manufacturer Defect. If 10%, or three, whichever is greater, of identical pieces (size alone does not constitute a difference) of equipment fail to perform to the Contract Documents (mechanically or substantively) due to manufacturing defect, not allowing it to meet its submitted performance spec, all identical units may be considered unacceptable by the CM or OR. In such case, the Contractor shall provide the Owner with the following:
1. Within one week of notification from the CM or OR, the Contractor or manufacturer's representative shall examine all other identical units making a record of the findings. The findings shall be provided to the CM or OR within two weeks of the original notice.
 2. Within two weeks of the original notification, the Contractor or manufacturer shall provide a signed and dated, written explanation of the problem, cause of failures, etc. and all proposed solutions which shall include full equipment submittals. The proposed solutions shall not significantly exceed the specification requirements of the original installation.
 3. The CM or OR will determine whether a replacement of all identical units or a repair is acceptable.
 4. Two examples of the proposed solution will be installed by the Contractor and the CM will be allowed to test the installations for up to one week, upon which the CM or OR will decide whether to accept the solution.
 5. Upon acceptance, the Contractor and/or manufacturer shall replace or repair all identical items, at their expense and extend the warranty accordingly, if the original equipment warranty had begun. The replacement/repair work shall proceed with reasonable speed beginning within one week from when parts can be obtained.
- D. Approval. The CxA notes each satisfactorily demonstrated function on the test form. Formal approval of the functional test is made later after review by the CxA and by the CM, if necessary. The CxA recommends acceptance of each test to the CM using a standard form. The CM gives final approval on each test using the same form, providing a signed copy to the CxA and the Contractor.

3.7 DEFERRED TESTING

- A. Unforeseen Deferred Tests. If any check or test cannot be completed due to the building structure, required occupancy condition or other deficiency, execution of checklists and functional testing may be delayed upon approval of the OR. These tests will be conducted in the same manner as the seasonal tests as soon as possible. Services of necessary parties will be negotiated.
- B. Seasonal Testing. During the warranty period, seasonal testing (tests delayed until weather conditions are closer to the system's design) shall be completed as part of this contract. The CxA shall coordinate this activity. Tests will be executed, documented and deficiencies corrected by the appropriate Subs, with facilities staff and the CxA witnessing. Any final adjustments to the O&M manuals and as-builds due to the testing will be made.

3.8 Commissioning Record.

1. The CxA is responsible to compile, organize and index the following commissioning data by equipment into labeled, indexed and tabbed, three-ring binders and deliver it to the GC, to be included with the O&M manuals. Three copies of the manuals will be provided. The format of the manuals shall be:

Tab I-1 Commissioning Plan
Tab I-2 Final Commissioning Report (see (B.2) below)
Tab 01 System Type 1 (chiller system, packaged unit, boiler system, etc.)
Sub-Tab A Design narrative and criteria, sequences, approvals for Equipment 1

<i>Sub-Tab B</i>	Startup plan and report, approvals, corrections, blank Prefunctional Checklist s <i>Colored Separator Sheets</i> —for each equipment type (fans, pumps, chiller, etc.)
<i>Sub-Tab C</i>	Functional tests (completed), trending and analysis, approvals and corrections, training plan, record and approvals, blank functional test forms and a recommended recommissioning schedule.
<i>Tab 02</i>	System Type 2..... repeat as per System 1

2. Final Report Details. The final commissioning report shall include an executive summary, list of participants and roles, brief building description, overview of commissioning and testing scope and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the commissioning authority regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas: 1) Equipment meeting the equipment specifications, 2) Equipment installation, 3) Functional performance and efficiency, 4) Equipment documentation and design intent, and 5) Operator training. All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented. The functional performance and efficiency section for each piece of equipment shall include a brief description of the verification method used (manual testing, BAS trend logs, data loggers, etc.) and include observations and conclusions from the testing.
3. Other documentation will be retained by the CxA

3.9 WRITTEN WORK PRODUCTS

- A. The commissioning process generates a number of written work products described in various parts of the *Specifications*. The *Commissioning Plan—Construction Phase*, lists all the formal written work products, describes briefly their contents, who is responsible to create them, their due dates, who receives and approves them and the location of the specification to create them. In summary, the written products are:

<u>Product</u>	<u>Developed By</u>
1. Final commissioning plan	CxA
2. Sequence clarifications	Subs and A/E as needed
3. Issues log (deficiencies)	CxA
4. Functional test forms	CxA
5. Filled out functional tests	CxA
6. Commissioning record book	CxA
7. Final commissioning report	CxA

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