PROJECT MANUAL

SCO # 22-25436-01A
Code: 42107
Item: 4112

Sampson Correction Institution –
Air Conditioning Installation
421 NW Boulevard
Clinton, NC 28328

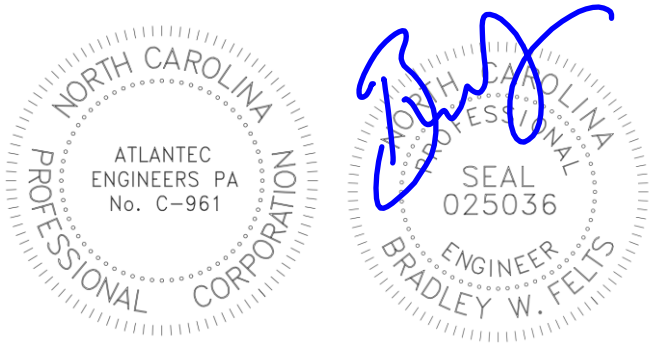
Prepared by:
Atlantec Engineers
3221 Blue Ridge Road Suite 113
Raleigh, NC 27612

Date – March 31, 2023

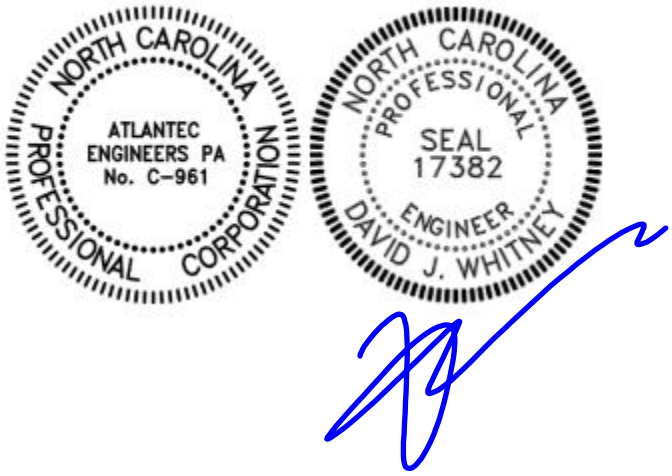
SEALS PAGE

DESIGN PROFESSIONALS OF RECORD

A. Mechanical Engineer
   1. Bradley Felts
   2. 25036
   3. Responsible for Division 230000



B. Electrical Engineer
   1. David Whitney
   2. 17382
   3. Responsible for Division 260000



North Carolina Department of Public Safety

Central Engineering

Project: **Sampson Correctional Institution – Air Conditioning Installation**

Address: **421 NW Boulevard Clinton, NC 28328**

SCO ID: **22-25436-01A**

Owner: **NC Department of Public Safety**

Project Manager: **Taylor Oldham**

Designer: **Atlantec Engineers**
Bradley Felts, PE - Mechanical
David Whitney, PE – Electrical

Table of Contents	**Number of Pages**

PROJECT REQUIREMENTS

002213	NCDAC CENTRAL ENGINEERING SPECIAL CONDITIONS
011000	PROJECT SUMMARY
011100	SECURITY REQUIREMENTS
012500	SUBSTITUTION PROCEDURES
012600	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES
013100	PROJECT MANAGEMENT AND COORDINATION
013200	CONSTRUCTION PROGRESS DOCUMENTATION
013300	SUBMITTAL PROCEDURES
013516	ALTERATION PROJECT PROCEDURES
014000	QUALITY REQUIREMENTS
014200	REFERENCED STANDARDS
015000	TEMPORARY FACILITIES AND CONTROLS
016000	PRODUCT REQUIREMENTS
017300	EXECUTION
017700	PROJECT CLOSEOUT PROCEDURES
017823	OPERATIONS AND MAINTENANCE DATA
017836	GUARANTEES
017839	PROJECT RECORD DOCUMENTS
017900	DEMONSTRATION AND TRAINING

TECHNICAL SPECIFICATIONS

230500	GENERAL MECHANICAL REQUIREMENTS
230513	ELECTRICAL WORK IN MECHANICAL CONTRACT
230593	TESTING AND BALANCING
230700	INSULATION
230900	BUILDING MANAGEMENT SYSTEM – INCLUDING TIER 1 GRAPHICS
232000	PIPE AND PIPE FITTINGS
233100	DUCTWORK
238113	OUTDOOR CONDENSING UNIT

26 00 00	GENERAL PROVISIONS (ELECTRICAL) CONTRACT
26 05 20	WIRES AND CABLES
26 05 33	BOXES AND CABINETS
26 05 45	CONDUIT AND CONDUIT FITTINGS
26 24 16	PANEL BOARDS AND CIRCUIT BREAKERS
26 27 26	WIRING DEVICES
26 27 27	DISCONNECTS

NOTICE TO BIDDERS

Sealed proposals will be received by the *Department of Adult Corrections* in *Raleigh* NC, in the office of ***Central Engineering, 2020 Yonkers Road, Raliegh, NC 27699*** up to **3:00 pm on May 9**, *2023* and immediately thereafter publicly opened and read for the furnishing of labor, material and equipment entering into the construction of

Sampson Correctional Institution

Project will install new air-conditioning equipment and controls in existing air-handling units. New ductwork and air distribution wil be provided. Electrical and general construction to support the installation of new equipment will be provided.

Bids will be received for single prime contact . All proposals shall be lump sum.

Pre-Bid Meeting

A mandatory pre-bid meeting will be held for all interested bidders on **April 25, 2023 at 10:00 am at the site 421 NW Boulevard, Clinton, NC 28328** The meeting will address project specific questions, issues, bidding procedures and bid forms.

The meeting is also to identify preferred brand alternates and their performance standards that the owner will consider for approval on this project. In accordance with General Statute GS 133-3, Specifications may list one or more preferred brands as an alternate to the base bid in limited circumstances. Specifications containing a preferred brand alternate under this section must identify the performance standards that support the preference. Performance standards for the preference must be approved in advance by the owner in an open meeting. Any alternate approved by the owner shall be approved only where (i) the preferred alternate will provide cost savings, maintain or improve the functioning of any process or system affected by the preferred item or items, or both, and (ii) a justification identifying these criteria is made available in writing to the public.

In accordance with GS133-3 and SCO procedures the following preferred brand items are being considered as Alternates by the owner for this project:

None.

Justification of any approvals will be made available to the public in writing no later than seven (7) days prior to bid date.

Complete plans, specifications and contract documents will be open for inspection in the offices of Atlantec Engineers, PA and in Minority Plan Rooms in:

Hispanic Contractors Association of the Carolinas (HCAC) in Winston-Salem, Charlotte and Raleigh Areas – 877-227-1680

NOTE: The bidder shall include with the bid proposal the form *Identification of Minority Business Participation* identifying the minority business participation it will use on the project and shall include either *Affidavit **A*** or *Affidavit **B*** as applicable. Forms and instructions are included within the Proposal Form in the bid documents. Failure to complete these forms is grounds for rejection of the bid. (GS143-128.2c Effective 1/1/2002.)

All contractors are hereby notified that they must have proper license as required under the state laws governing their respective trades.

General contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have license classification for Unlimited *(as set forth the license classification required by the NC General Contractors Licensing Board under G.S. 87-1)*

> NOTE--SINGLE PRIME CONTRACTS: Under GS 87-1, a contractor that superintends or manages construction of any building, highway, public utility, grading, structure or improvement shall be deemed a "general contractor" and shall be so licensed. Therefore a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license. **EXCEPT**: On public buildings being bid single prime, where the total value of the general construction does not exceed 25% of the total construction value, contractors under GS87- Arts 2 and 4 (Plumbing, Mechanical & Electrical) may bid and contract directly with the Owner as the SINGLE PRIME CONTRACTOR and may subcontract to other properly licensed trades. GS87-1.1- Rules .0210

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company, insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than five percent (5%) of the proposal, or in lieu thereof a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. Said deposit shall be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or to give satisfactory surety as required by law.

A performance bond and a payment bond will be required for one hundred percent (100%) of the contract price.

Payment will be made based on ninety-five percent (95%) of monthly estimates and final payment made upon completion and acceptance of work.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 30 days.

The owner reserves the right to reject any or all bids and to waive informalities.

Designer:

Bradley W. Felts, PE
Atlantec Engineers, PA
3221 Blue Ridge Road, Suite 113
Raleigh, NC 27612

919-571-1111

Owner:

Taylor Oldham
DAC – Project Manager
2020 Yonkers Road
Raleigh, NC 27699

919-324-1272

INSTRUCTIONS TO BIDDERS

For a proposal to be considered it must be in accordance with the following instructions:

1. **PROPOSALS**

Proposals must be made in strict accordance with the Form of Proposal provided therefor, and all blank spaces for bids, alternates, and unit prices applicable to bidder's work shall be properly filled in. When requested alternates are not bid, the proposer shall so indicate by the words "No Bid". Any blanks shall also be interpreted as "No Bid".The bidder agrees that bid on Form of Proposal detached from specifications will be considered and will have the same force and effect as if attached thereto. Photocopied or faxed proposals will not be considered. Numbers shall be stated both in writing and in figures for the base bids and alternates. If figures and writing differ, the written number will supersede the figures.

Any modifications to the Form of Proposal (including alternates and/or unit prices) will disqualify the bid and may cause the bid to be rejected.

The bidder shall fill in the Form of Proposal as follows:

a. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
b. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
c. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
d. If the proposal is made by a joint venture, it shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable.
e. All signatures shall be properly witnessed.
f. If the contractor's license of a bidder is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the proposal. The title "Licensee" shall appear under his/her signature.

Proposals should be addressed as indicated in the Advertisement for Bids and be delivered, enclosed in an opaque sealed envelope, marked "Proposal" and bearing the title of the work, name of the bidder, and the contractor's license number of the bidder. Bidders should clearly mark on the outside of the bid envelope which contract(s) they are bidding.

Bidder shall identify on the bid**,** the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts or an affidavit indicating work under contract will be self-performed, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f). Failure to comply with these requirements is grounds for rejection of the bid.

For projects bid in the single-prime alternative, the names and license numbers of major subcontractors shall be listed on the proposal form.

It shall be the specific responsibility of the bidder to deliver his bid to the proper official at the

selected place and prior to the announced time for the opening of bids. Later delivery of a bid for any reason, including delivery by any delivery service, shall disqualify the bid.

Unit prices quoted in the proposal shall include overhead and profit and shall be the full compensation for the contractor's cost involved in the work. See General Conditions, Article 19c-1.

2. **EXAMINATION OF CONDITIONS**

It is understood and mutually agreed that by submitting a bid the bidder acknowledges that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the bidder acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications and other contract documents for the construction of the work and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in cooperation with other contractors performing work on the site.

Reference is made to contract documents for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the designer in preparing the documents. The owner will make copies of all such surveys and reports available to the bidder upon request.

Each bidder may, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the owner. Any reasonable request for access to the site will be honored by the owner.

3. **BULLETINS AND ADDENDA**

Any addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. It shall be the bidder’s responsibility to ascertain prior to bid time the addenda issued and to see that his bid includes any changes thereby required.

Should the bidder find discrepancies in, or omission from, the drawings or documents or should he be in doubt as to their meaning, he shall at once notify the designer who will send written instructions in the form of addenda to all bidders. Notification should be no later than seven (7) days prior to the date set for receipt of bids. Neither the owner nor the designer will be responsible for any oral instructions.

All addenda should be acknowledged by the bidder(s) on the Form of Proposal. However, even if not acknowledged, by submitting a bid, the bidder has certified that he has reviewed all issued addenda and has included all costs associated within his bid.

4. **BID SECURITY**

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a bid bond in an amount equal to not less than five percent (5%) of the proposal, said deposit to be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law (G.S. 143-129).

Bid bond shall be conditioned that the surety will, upon demand, forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract. The owner may retain bid securities of any bidder(s) who may have a reasonable chance of award of contract for the full duration of time stated in the Notice to Bidders. Other bid securities may be released sooner, at the discretion of the owner. All bid securities (cash or certified checks) shall be returned to the bidders promptly after award of contracts, and no later then seven (7) days after expiration of the holding period stated in the Notice to Bidders. Standard Form of Bid Bond is included in these specifications and shall be used.

5. **RECEIPT OF BIDS**

Bids shall be received in strict accordance with requirements of the General Statutes of North Carolina. Bid security shall be required as prescribed by statute. Prior to the closing of the bid, the bidder will be permitted to change or withdraw his bid. Guidelines for opening of public construction bids are available from the State Construction Office.

6. **OPENING OF BIDS**

Upon opening, all bids shall be read aloud. Once bidding is closed, there shall not be any withdrawal of bids by any bidder and no bids may be returned by the designer to any bidder. After the opening of bids, no bid may be withdrawn, except under the provisions of General Statute 143-129.1, for a period of thirty days unless otherwise specified. Should the successful bidder default and fail to execute a contract, the contract may be awarded to the next lowest and responsible bidder. The owner reserves the unqualified right to reject any and all bids. Reasons for rejection may include, but shall not be limited to, the following:

a. If the Form of Proposal furnished to the bidder is not used or is altered.
b. If the bidder fails to insert a price for all bid items, alternate and unit prices requested.
c. If the bidder adds any provisions reserving the right to accept or reject any award.
d. If there are unauthorized additions or conditional bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
e. If the bidder fails to complete the proposal form where information is requested so the bid may be properly evaluated by the owner.
f. If the unit prices contained in the bid schedule are unacceptable to the owner and the State Construction Office.
g. If the bidder fails to comply with other instructions stated herein.

7. **BID EVALUATION**

The award of the contract will be made to the lowest responsible bidder as soon as practical. The owner may award on the basis of the base bid and any alternates the owner chooses.

Before awarding a contract, the owner may require the apparent low bidder to qualify himself to be a responsible bidder by furnishing any or all of the following data:

a. The latest financial statement showing assets and liabilities of the company or other information satisfactory to the owner.
b. A listing of completed projects of similar size.
c. Permanent name and address of place of business.
d. The number of regular employees of the organization and length of time the organization has been in business under present name.
e. The name and home office address of the surety proposed and the name and address of the responsible local claim agent.
f. The names of members of the firms who hold appropriate trade licenses, together with license numbers.
g. If prequalified, contractor info will be reviewed and evaluated comparatively to submitted prequalification package.

Failure or refusal to furnish any of the above information, if requested, shall constitute a basis for disqualification of any bidder.

In determining the lowest responsible, responsive bidder, the owner shall take into consideration the bidder's compliance with the requirements of G.S. 143-128.2(c), the past performance of the bidder on construction contracts for the State with particular concern given to completion times, quality of work, cooperation with other contractors, and cooperation with the designer and owner. Failure of the low bidder to furnish affidavit and/or documentation as required by G.S. 143-128.2(c) shall constitute a basis for disqualification of the bid.

Should the owner adjudge that the apparent low bidder is not the lowest responsible, responsive bidder by virtue of the above information, said apparent low bidder will be so notified and his bid security shall be returned to him.

8. **PERFORMANCE BOND**

The successful bidder, upon award of contract, shall furnish a performance bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

9. **PAYMENT BOND**

The successful bidder, upon award of contract, shall furnish a payment bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

10. **PAYMENTS**

Payments to the successful bidders (contractors) will be made on the basis of monthly estimates. See Article 31, General Conditions.

11. **PRE-BID CONFERENCE**

Prior to the date set for receiving bids, the Designer may arrange and conduct a Pre-Bid Conference for all prospective bidders. The purpose of this conference is to review project requirements and to

respond to questions from prospective bidders and their subcontractors or material suppliers related to the intent of bid documents. Attendance by prospective bidders shall be as required by the "Notice to Bidders".

12. **SUBSTITUTIONS**

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until ten (10) days prior to the receipt of bids when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

a. Name, address, and telephone number of manufacturer and supplier as appropriate.
b. Trade name, model or catalog designation.
c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
e. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum**.**

End of Instructions to Bidders

GENERAL CONDITIONS OF THE CONTRACT

TABLE OF CONTENTS

ARTICLE TITLE PAGE

ARTICLE 1 - DEFINITIONS

a. The **contract documents** consist of the Notice to Bidders; Instructions to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the proposal; the contract; the performance bond; the payment bond; insurance certificates; the approval of the attorney general; and the certificate of the Office of State Budget and Management. All of these items together form the contract.

b. The **owner** is the State of North Carolina through the agency named in the contract.

c. The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer. They will be referred to hereinafter as if each were of the singular number, masculine gender.

d. The **contractor**, as referred to hereinafter, shall be deemed to be either of the several contracting parties called the "Party of the First Part" in either of the several contracts in connection with the total project. Where, in special instances hereinafter, a particular contractor is intended, an adjective precedes the word "contractor," as "general," "heating," etc. For the purposes of a single prime contract, the term Contractor shall be deemed to be the single contracting entity identified as the “Party of the First Part” in the single Construction Contract. Any references or adjectives that name or infer multiple prime contractors shall be interpreted to mean the single prime Contractor.

e. A **subcontractor**, as the term is used herein, shall be understood to be one who has entered into a direct contract with a contractor, and includes one who furnishes materials worked to a special design in accordance with plans and specifications covered by the contract, but does not include one who only sells or furnishes materials not requiring work so described or detailed.

f. **Written notice** shall be defined as notice in writing delivered in person to the contractor, or to a partner of the firm in the case of a partnership, or to a member of the contracting organization, or to an officer of the organization in the case of a corporation, or sent to the last known business address of the contracting organization by registered mail.

g. **Work**, as used herein as a noun, is intended to include materials, labor, and workmanship of the appropriate contractor.

h. The **project** is the total construction work to be performed under the contract documents by the several contractors.

i. **Project Expediter,** as used herein, is an entity stated in the contract documents, designated to effectively facilitate scheduling and coordination of work activities. See Article 14(f) for responsibilities of a Project Expediter. **For the purposes of a single prime contract, the single prime contractor shall be designated as the Project**

Expediter.

j. **Change order**, as used herein, shall mean a written order to the contractor subsequent to the signing of the contract authorizing a change in the contract. The change order shall be signed by the contractor, designer and the owner, and approved by the State Construction Office, in that order (Article 19).

k. **Field Order,** as used herein, shall mean a written approval for the contractor to proceed with the work requested by owner prior to issuance of a formal Change Order. The field order shall be signed by the contractor, designer, owner, and State Construction Office.

l. **Time of completion**, as stated in the contract documents, is to be interpreted as consecutive calendar days measured from the date established in the written Notice to Proceed, or such other date as may be established herein (Article 23).

m. **Liquidated damages,** as stated in the contract documents [, is an amount reasonably estimated in advance to cover the consequential damages associated with the Owner's economic loss in not being able to use the Project for its intended purposes at the end of the contract's completion date as amended by change order, if any, by reason of failure of the contractor(s) to complete the work within the time specified. Liquidated damages does not include the Owner's extended contract administration costs (including but not limited to additional fees for architectural and engineering services, testing services, inspection services, commissioning services, etc.), such other damages directly resulting from delays caused solely by the contractor, or consequential damages that the Owner identified in the bid documents that may be impacted by any delay caused soley by the Contractor (e.g., if a multi-phased project-subsequent phases, delays in start other projects that are dependent on the completion of this Project, extension of leases and/or maintenance agreements for other facilities).

n. **Surety**, as used herein, shall mean the bonding company or corporate body which is bound with and for the contractor, and which engages to be responsible for the contractor and his acceptable performance of the work.

o. **Routine written communications between the Designer and the Contractor** are any communication other than a "request for information" provided in letter, memo, or transmittal format, sent by mail, courier, electronic mail, or facsimile. Such communications can not be identified as "request for information".

p. **Clarification or Request for information (RFI)** is a request from the Contractor seeking an interpretation or clarification by the Designer relative to the contract documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation and why the response is needed. The RFI must set forth the Contractor's interpretation or understanding of the contract documents requirements in question, along with reasons for such an understanding.

q. **Approval** means written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the work**.**

r. **Inspection** shall mean examination or observation of work completed or in progress to determine its compliance with contract documents.

s. **"Equal to" or "approved equal"** shall mean materials, products, equipment, assemblies, or installation methods considered equal by the bidder in all characteristics (physical, functional, and aesthetic) to those specified in the contract documents. Acceptance of equal is subject to approval of Designer and owner.

t. **"Substitution" or "substitute"** shall mean materials, products, equipment, assemblies, or installation methods deviating in at least one characteristic (physical, functional, or aesthetic) from those specified, but which in the opinion of the bidder would improve competition and/or enhance the finished installation. Acceptance of substitution is subject to the approval of the Designer and owner.

u. **Provide** shall mean furnish and install complete in place, new, clean, operational, and ready for use.

v. **Indicated and shown** shall mean provide as detailed, or called for, and reasonably implied in the contract documents.

w. **Special inspector** is one who inspects materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with the approved construction documents and referenced standards.

x. **Commissioning** is a quality assurance process that verifies and documents that building components and systems operate in accordance to the owner's project requirements and the project design documents.

y. **Designer Final Inspection** is the inspection performed by the design team to determine the completeness of the project in accordance with approved plans and specifications. This inspection occurs prior to SCO final inspection.

z. **SCO Final Inspection** is the inspection performed by the State Construction Office to determine the completeness of the project in accordance with NC Building Codes and approved plans and specifications.

aa. **Beneficial Occupancy** is requested by the owner and is occupancy or partial occupancy of the building after all life safety items have been completed as determined by the State Construction Office. Life safety items include but not limited to fire alarm, sprinkler, egress and exit lighting, fire rated walls, egress paths and security.

bb. Final Acceptance is the date in which the State Construction Office accepts the construction as totally complete. This includes the SCO Final Inspection and certification by the designer that all punch lists are completed.

ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

a. The drawings and specifications are complementary, one to the other, and that which is

shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a bid for a complete job. In case of discrepancy or disagreement in the contract documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

b. The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.

c. The contractor shall execute each copy of the proposal, contract, performance bond and payment bond as follows:

1. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.

2. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.

3. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.

4. If the documents are made by a joint venture, they shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable to each particular member.

5. All signatures shall be properly witnessed.

6. If the contractor's license is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the contract. The title "Licensee" shall appear under his/her signature.

7. The bonds shall be executed by an attorney-in-fact. There shall be attached to each copy of the bond a certified copy of power of attorney properly executed and dated.

8. Each copy of the bonds shall be countersigned by an authorized individual agent of the bonding company licensed to do business in North Carolina. The title "Licensed Resident Agent" shall appear after the signature.

9. The seal of the bonding company shall be impressed on each signature page of the bonds.

10. The contractor's signature on the performance bond and the payment bond shall correspond with that on the contract. The date of performance and payment bond

shall not be prior to the date of the contract.

ARTICLE 3 - CLARIFICATIONS AND DETAIL DRAWINGS

a. In such cases where the nature of the work requires clarification by the designer, such clarification shall be furnished by the designer with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of contract documents, and shall become a part thereof.

b. The contractor(s) and the designer shall prepare, if deemed necessary, a schedule fixing dates upon which foreseeable clarifications will be required. The schedule will be subject to addition or change in accordance with progress of the work. The designer shall furnish drawings or clarifications in accordance with that schedule. The contractor shall not proceed with the work without such detail drawings and/or written clarifications.

ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS

The designer or Owner shall furnish free of charge to the contractors electronic copies of plans and specifications. If requested by the contractor, paper copies of plans and specifications shall be furnished free of charge as follows:

~~a. General contractor - Up to twelve (12) sets of general contractor drawings and specifications, up to six (6) sets of which shall include drawings and specifications of all other contracts, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.~~

~~b. Each other contractor - Up to six (6) sets of the appropriate drawings and specifications, up to three (3) sets of which shall include drawings and specifications of all other contracts, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.~~

~~c. Additional sets shall be furnished at cost, including mailing, to the contractor upon request by the contractor. This cost shall be stated in the bidding documents.~~

d. For the purposes of a single-prime contract, the contractor shall receive up to 6 sets of drawings and specifications, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.

ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

a. Within 15 consecutive calendar days after the notice to proceed, each prime contractor shall submit a schedule for submission of all shop drawings, product data, samples, and similar submittals through the Project Expediter to the

Designer. This schedule shall indicate the items, relevant specification sections, other related submittal, data, and the date when these items will be furnished to the designer.

b. The Contractor(s) shall review, approve and submit to the Designer all Shop Drawings, Coordination Drawings, Product Data, Samples, Color Charts, and similar submittal data required or reasonably implied by the Contract Documents. Required Submittals shall bear the Contractor's stamp of approval, any exceptions to the Contract Documents shall be noted on the submittals, and copies of all submittals shall be of sufficient quantity for the Designer to retain up to three (3) copies of each submittal for his own use plus additional copies as may be required by the Contractor. Submittals shall be presented to the Designer in accordance with the schedule submitted in paragraph (a). so as to cause no delay in the activities of the Owner or of separate Contractors.

c. The Designer shall review required submittals promptly, noting desired corrections if any, and retaining three (3) copies (1 for the Designer, 1 for the owner and 1 for SCO) for his use. The remaining copies of each submittal shall be returned to the Contractor not later than twenty (20) days from the date of receipt by the Designer, for the Contractor's use or for corrections and resubmittal as noted by the Designer. When resubmittals are required, the submittal procedure shall be the same as for the original submittal**s.**

d. Approval of shop drawings/submittals by the Designer shall not be construed as relieving the Contractor from responsibility for compliance with the design or terms of the contract documents nor from responsibility of errors of any sort in the shop drawings, unless such lack of compliance or errors first have been called in writing to the attention of the Designer by the Contractor.

ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

a. The contractor shall maintain, in readable condition at his job office, one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the designer, his authorized representative, owner or State Construction Office.

b. The contractor shall maintain at the job office, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after final acceptance of the project.

c. The contractor shall maintain at the job office a record of all required tests that have been performed, clearly indicating the scope of work inspected and the date of approval or rejection.

ARTICLE 7 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications are instruments of service and remain the property of the owner. The use of these instruments on work other than this contract without permission of the owner is prohibited. All copies of drawings and specifications other than contract copies shall be returned to the owner upon request after completion of the work.

ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES

a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

c. Upon notice, the contractor shall furnish evidence as to quality of materials.

d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; such approval or disapproval shall be made by the designer prior to the opening of bids. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.

e. The designer is the judge of equality for proposed substitution of products, materials or equipment.

f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.

ARTICLE 9 - ROYALTIES, LICENSES AND PATENTS

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The contractor shall protect and save harmless the owner against suit on account of alleged or actual infringement. The contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS

a. The contractor shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. See Instructions to Bidders, Paragraph 3, Bulletins and Addenda. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. If the contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the designer, he shall bear all cost arising therefrom. Additional requirements implemented after bidding will be subject to equitable negotiations.

b. All work under this contract shall conform to the North Carolina State Building Code and other State, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the contractor and included within the bid proposal. All water taps, meter barrels, vaults and impact fees shall be paid by the contractor unless otherwise noted.

c. Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to inspection by any county or municipal authorities and are not subject to county or municipal building codes. The contractor shall, however, cooperate with the county or municipal authorities by obtaining building permits. Permits shall be obtained at no cost.

d. Projects involving local funding (community colleges) are subject also to county and municipal building codes and inspection by local authorities. The contractor shall pay the cost of these permits and inspections.

ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property, or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times.

b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.

c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.

d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around same. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.

e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

g. The contractor shall designate a responsible person of his organization as safety officer/inspector to inspect the project site for unsafe health and safety hazards, to report these hazards to the contractor for correction, and whose duties also include accident prevention on the project, and to provide other safety and health measures on the project site as required by the terms and conditions of the contract.The name of the safety inspector shall be made known to the designer and owner at the time of the preconstruction conference and in all cases prior to any work starting on the project.

h. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage.

i. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 19(b).

j. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste

products.

ARTICLE 12 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973

a. Any land-disturbing activity performed by the contractor(s) in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).

b. Upon receipt of notice that a land-disturbing activity is in violation of said act, the contractor(s) shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.

c. The contractor(s) shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 against any party or persons described in this article.

d. To the fullest extent permitted by law, the contractor(s) shall indemnify and hold harmless the owner, the designer and the agents, consultants and employees of the owner and designer, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

ARTICLE 13 - INSPECTION OF THE WORK

a. It is a condition of this contract that the work shall be subject to inspection during normal working hours and during any time work is in preparation and progress by the designer, designated official representatives of the owner, State Construction Office and those persons required by state law to test special work for official approval. The contractor shall therefore provide safe access to the work at all times for such inspections.

b. All instructions to the contractor will be made only by or through the designer or his designated project representative. Observations made by official representatives of the owner shall be conveyed to the designer for review and coordination prior to issuance to the contractor.

c. All work shall be inspected by designer, special inspector and/or State Construction Office prior to being covered by the contractor. Contractor shall give a minimum two weeks notice unless otherwise agreed to by all parties. If inspection fails, after the first reinspection all costs associated with additional reinspections shall be borne by the contractor.

d. Where special inspection or testing is required by virtue of any state laws, instructions of the designer, specifications or codes, the contractor shall give adequate notice to the designer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the designer. Such special tests or inspections will be made in the presence of the designer, or his authorized representative, and it shall be the contractor's responsibility to serve ample notice of such tests.

e. All laboratory tests shall be paid by the owner unless provided otherwise in the contract documents except the general contractor shall pay for laboratory tests to establish design mix for concrete, and for additional tests to prove compliance with contract documents where materials have tested deficient except when the testing laboratory did not follow the appropriate ASTM testing procedures.

f. Should any work be covered up or concealed prior to inspection and approval by the designer, special inspector, and/or State Construction Office such work shall be uncovered or exposed for inspection, if so requested by the designer in writing. Inspection of the work will be made upon notice from the contractor. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition, the work that has been covered or concealed will be paid by the contractor involved.

ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE

a. Throughout the progress of the work, each contractor shall keep at the job site**,** a competent superintendent and supervisory staff satisfactory to the designer and the owner. The superintendent and supervisory staff shall not be changed without the consent of the designer and owner unless said superintendent ceases to be employed by the contractor or ceases to be competent as determined by the contractor, designer or owner. The superintendent and other staff designated by the contractor in writing shall have authority to act on behalf of the contractor, and instructions, directions or notices given to him shall be as binding as if given to the contractor. However, directions, instructions, and notices shall be confirmed in writing.

b. The contractor shall examine and study the drawings and specifications and fully understand the project design, and shall provide constant and efficient supervision to the work. Should he discover any discrepancies of any sort in the drawings or specifications, he shall report them to the designer without delay. He will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible to report them should they become known to him.

c. All contractors shall be required to cooperate and consult with each other during the construction of this project. Prior to installation of work, all contractors shall jointly prepare coordination drawings, showing locations of various ductworks, piping, motors, pumps, and other mechanical or electrical equipment, in relation to the structure, walls and ceilings. These drawings shall be submitted to the designer through the Project Expediter for information only**.** Each contractor shall lay out and execute his work to cause the least delay to other contractors. Each contractor shall be financially responsible for any damage to other contractor's work and for undue delay caused to other contractors

on the project.

d. The contractor is required to attend job site progress conferences as called by the designer. The contractor shall be represented at these job progress conferences by both home office and project personnel. These representatives shall have authority to act on behalf of the contractor. These meetings shall be open to subcontractors, material suppliers and any others who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or conferences, to effect 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. Each contractor shall be prepared to assess progress of the work as required in his particular contract and to recommend remedial measures for correction of progress as may be appropriate. The designer or his authorized representative shall be the coordinator of the conferences and shall preside as chairman. The contractor shall turn over a copy of his daily reports to the Designer and Owner at the job site progress conference. Owner will determine daily report format.

e. If the service of a surveyor is required for benchmarks, elevations, layout, and utilities, the contractor(s) shall employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the work and to establish a bench mark in a location where same will not be disturbed and where direct instruments sights may be taken.

f. The single prime contractor by default is the project expeditor. See General Conditions Article 1.i. The Project Expediter shall be designated in the Supplementary General Conditions. The Project Expediter shall have at a minimum the following responsibilities**.**

    1. Prepare the project construction schedule and shall allow all prime contractors (multi-prime contract) and subcontractors (single-prime contract) performing general, plumbing, HVAC, and electrical work equal input into the preparation of the initial construction schedule.
    2. Maintain a project progress schedule for all contractors.
    3. Give adequate notice to all contractors to ensure efficient continuity of all phases of the work.
    4. Notify the designer of any changes in the project schedule.
    5. Recommend to the owner whether payment to a contractor shall be approved**.**

g. It shall be the responsibility of the Project Expediter to cooperate with and obtain from several prime contractors and subcontractors on the job, their respective work activities and integrate these activities into a project construction schedule in form of a ~~detailed bar chart~~ or Critical Path Method (CPM), schedule. Each prime contractor shall provide work activities within fourteen (14) days of request by the Project Expediter. A "work activity", for scheduling purposes, shall be any component or contractual requirement of the project requiring at least one (1) day, but not more than fourteen (14) days, to complete or fulfill**.** The project construction schedule shall graphically show all salient

features of the work required to construct the project from start to finish and within the allotted time established in the contract. The time (in days) between the contractor's early completion and contractual completion dates is part of the project total float time; and shall be used as such, unless amended by a change order**.** On a multi-prime project, each prime contractor shall review the proposed construction schedule and approve same in writing**.** The Project Expediter shall submit the proposed construction schedule to the designer for comments. The complete Project construction schedule shall be of the type set forth in the Supplementary General Condition or subparagraph (1) or (2) below, as appropriate:

1. ~~For a project with total contracts of $500,000 or less, a bar chart schedule will satisfy the above requirement. The schedule shall indicate the estimated starting and completion dates for each major element of the work.~~

2. For a project with total contracts over $500,000, a Critical Path Method (CPM) schedule shall be utilized to control the planning and scheduling of the Work. The CPM schedule shall be the responsibility of the Project Expediter and shall be paid for by the Project Expediter.

   ~~**Bar Chart Schedule**: Where a bar chart schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by designers, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of final punchlist(s). Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.~~

   CPM Schedule: Where a CPM schedule is required, it shall be in time-scaled precedence format using the Project Expediter's logic and time estimates. The CPM schedule shall be drawn or plotted with activities grouped or zoned by Work area or subcontract as opposed to a random (or scattered) format. The CPM schedule shall be time-scaled on a weekly basis and shall be drawn or plotted at a level of detail and logic which will schedule all salient features of the work to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of final punchlist(s).. Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

The CPM schedule will identify and describe each activity, state the duration of each activity, the calendar dates for the early and late start and the early and late finish of each activity, and clearly highlight all activities on the critical path. "Total float" and "free float" shall be indicated for all activities. Float time shall not be considered for the exclusive use or benefit of either the Owner or the Contractor, but must be allocated in the best interest of completing the Work within the Contract time. Extensions to the

Contract time, when granted by Change Order, will be granted only when equitable time adjustment exceeds the Total Float in the activity or path of activities affected by the change. On contracts with a price over $2,500,000, the CPM schedule shall also show what part of the Contract Price is attributable to each activity on the schedule, the sum of which for all activities shall equal the total Contract Price.

Early Completion of Project: The Contractor may attempt to complete the project prior to the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time for Completion or the Contract Completion Date. The Contractor shall not be required to pay liquidated damages to the Owner because of its failure to complete by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for early completion nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to complete earlier than the date required by the Contract Documents.

h. The proposed project construction schedule shall be presented to the designer no later than fifteen (15) days after written notice to proceed. No application for payment will be processed until this schedule is accepted by the designer and owner.

i. The approved project construction schedule shall be distributed to all contractors and displayed at the job site by the Project Expediter.

j. The several contractors shall be responsible for their work activities and shall notify the Project Expediter of any necessary changes or adjustments to their work. The Project Expediter shall maintain the project construction schedule, making biweekly adjustments, updates, corrections, etc., that are necessary to finish the project within the Contract time, keeping all contractors and the designer fully informed. Copy of a bar chart schedule annotated to show the current progress shall be submitted by the Contractor(s) to the designer, along with monthly request for payment. For project requiring CPM schedule, the Contractor shall submit a biweekly report of the status of all activities. The bar chart schedule or status report shall show the actual Work completed to date in comparison with the original Work scheduled for all activities. If any activities of the work of several contractors are behind schedule, the contractor must indicate in writing, what measures will be taken to bring each such activity back on schedule and to ensure that the Contract Completion Date is not exceeded. A plan of action and recovery schedule shall be developed and submitted to the designer by the Project Expediter, when (1) the contractor’s report indicates delays, that are in the opinion of the designer or the owner, of sufficient magnitude that the contractor’s ability to complete the work by the scheduled completion is brought into question; (2) the updated construction schedule is thirty (30) days behind the planned or baseline schedule and no legitimate time extensions, as determined by the Designer, are in process; and (3) the contractor desires to make changes in the logic (sequencing of work) or the planned duration of future activities of the CPM schedule which, in the opinion of the designer or the owner, are of a major nature. The plan of action, when required shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within

five (5) calendar days of the Contractor's receiving the Owner's written demand. Failure to provide an updated construction schedule or a recovery schedule may be grounds for rejection of payment applications or withholding of funds as set forth in Article 33.

k. The Project Expediter shall notify each contractor of such events or time frames that are critical to the progress of the job. Such notice shall be timely and reasonable. Should the progress be delayed due to the work of any of the several contractors, it shall be the duty of the Project Expediter to immediately notify the contractor(s) responsible for such delay, the designer, the State Construction Office and other prime contractors. The designer shall determine the contractor(s) who caused the delays and notify the bonding company of the responsible contractor(s) of the delays; and shall make a recommendation to the owner regarding further action.

l. Designation as Project Expediter entails an additional project control responsibility and does not alter in any way the responsibility of the contractor so designated, nor the responsibility of the other contractors involved in the project. The project expeditor's Superintendent(s) shall be in attendance at the Project site at all times when work is in progress unless conditions are beyond the control of the Contractor or until termination of the Contract in accordance with the Contract Documents. It is understood that such Superintendent shall be acceptable to the Owner and Designer 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 the Contractor or by any other entity during the course of the Work. If the Superintendent is employed by the Contractor on another project without the Owner's approval, then the Owner may deduct from the Contractor's monthly general condition costs and amount representing the Superintendent's cost and shall deduct that amount for each month thereafter until the Contractor has the Superintendent back on the Owner's Project full-time.

ARTICLE 15 - SEPARATE CONTRACTS AND CONTRACTOR RELATIONSHIPS

a. Effective from January 1, 2002, Chapter 143, Article 8, was amended, to allow public contracts to be delivered by the following delivery methods: single-prime, dual (single-prime and separate-prime), construction manager at risk, and alternative contracting method as approved by the State Building Commission. The owner reserves the right to prepare separate specifications, receive separate bids, and award separate contracts for such other major items of work as may be in the best interest of the State. For the purposes of a single prime contract, refer to Article 1 – Definitions.

b. All contractors shall cooperate with each other in the execution of their work, and shall plan their work in such manner as to avoid conflicting schedules or delay of the work. See Article 14, Construction Supervision.

c. If any part of contractor's work depends upon the work of another contractor, defects which may affect that work shall be reported to the designer in order that prompt inspection may be made and the defects corrected. Commencement of

work by a contractor where such condition exists will constitute acceptance of the other contractor's work as being satisfactory in all respects to receive the work commenced, except as to defects which may later develop. The designer shall be the judge as to the quality of work and shall settle all disputes on the matter between contractors.

d. Any mechanical or electrical work such as sleeves, inserts, chases, openings, penetrations, etc., which is located in the work of the general contractor shall be built in by the general contractor. The respective mechanical and electrical contractors shall set all sleeves, inserts and other devices that are to be incorporated into the structure in cooperation and under the supervision of the general contractor. The responsibility for the exact location of such items shall be that of the mechanical and/or electrical contractor.

e. The designer and the owner shall have access to the work whenever it is in preparation and progress and during normal working hours. The contractor shall provide facilities for such access so the designer may perform his functions under the contract documents.

f. Should a contractor cause damage to the work or property of another contractor, he shall be directly responsible, and upon notice, shall promptly settle the claim or otherwise resolve the dispute.

ARTICLE 16 - SUBCONTRACTS AND SUBCONTRACTORS

a. Within thirty (30) days after award of the contract, the contractor shall submit to the designer, owner and to the State Construction Office a list giving the names and addresses of subcontractors and equipment and material suppliers he proposes to use, together with the scope of their respective parts of the work. Should any subcontractor be disapproved by the designer or owner, the designer or owner shall submit his reasons for disapproval in writing to the State Construction Office for its consideration with a copy to the contractor. If the State Construction Office concurs with the designer's or owner’s recommendation, the contractor shall submit a substitute for approval. The designer and owner shall act promptly in the approval of subcontractors, and when approval of the list is given, no changes of subcontractors will be permitted except for cause or reason considered justifiable by the designer or owner.

b. The designer will furnish to any subcontractor, upon request, evidence regarding amounts of money paid to the contractor on account of the subcontractor's work.

c. The contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The contractor agrees that no contractual relationship exists between the subcontractor and the owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the contractor.

d. The owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

ARTICLE 17 - CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS

The contractor agrees that the terms of these contract documents shall apply equally to each subcontractor as to the contractor, and the contractor agrees to take such action as may be necessary to bind each subcontractor to these terms. The contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to contractor-subcontractor relationships, and that payments to subcontractors shall be made in accordance with the provisions of G.S. 143-134.1 titled Interest on final payments due to prime contractors: payments to subcontractors.

a. On all public construction contracts which are let by a board or governing body of the state government or any political subdivision thereof, except contracts let by the Department of Transportation pursuant to G.S. 136-28.1, the balance due prime contractors shall be paid in full within 45 days after respective prime contracts of the project have been accepted by the owner, certified by the architect, engineer or designer to be completed in accordance with terms of the plans and specifications, or occupied by the owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever the architect or consulting engineer in charge of the project determines that delay in completion of the project in accordance with terms of the plans and specifications is the fault of the contractor, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. No payment shall be delayed because of the failure of another prime contractor on such project to complete his contract. Should final payment to any prime contractor beyond the date such contracts have been certified to be completed by the designer or architect, accepted by the owner, or occupied by the owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said prime contractor shall be paid interest, beginning on the 46th day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is agreed upon on such unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due a prime contractor during construction shall be paid in accordance with the payment provisions of the contract documents or said prime contractor shall be paid interest on any such unpaid amount at the rate stipulated above for delayed final payments. Such interest shall begin on the date the payment is due and continue until the date on which payment is made. Such due date may be established by the terms of the contract. Funds for payment of such interest on state-owned projects shall be obtained from the current budget of the owning department, institution or agency. Where a conditional acceptance of a contract exists, and where the owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

b. Within seven days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work

completed or service provided under the subcontract. Should any periodic or final payment to the subcontractor be delayed by more than seven days after receipt of periodic or final payment by the prime contractor, the prime contractor shall pay the subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due.

c. The percentage of retainage on payments made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the owner to the prime contractor. Any percentage of retainage on payments made by the prime contractor to the subcontractor that exceeds the percentage of retainage on payments made by the owner to the prime contractor shall be subject to interest to be paid by the prime contractor to the subcontractor at the rate of one percent (1%) per month or fraction thereof.

d. Nothing in this section shall prevent the prime contractor at the time of application and certification to the owner from withholding application and certification to the owner for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment and materials; damage to prime contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by owner.

ARTICLE 18 - DESIGNER'S STATUS

a. The designer shall provide general administration of the performance of construction contracts, including liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the owner only for the purpose of constructing this work and to the extent stipulated in the contract documents. He has authority to direct work to be performed, to stop work, to order work removed, or to order corrections of faulty work, where any such action by the designer may be necessary to assure successful completion of the work.

b. The designer is the impartial interpreter of the contract documents, and, as such, he shall exercise his powers under the contract to enforce faithful performance by both the owner and the contractor, taking sides with neither.

c. Should the designer cease to be employed on the work for any reason whatsoever, then the owner shall employ a competent replacement who shall assume the status of the former designer.

d. The designer and his consultants will make inspections of the project. He will inspect the progress, the quality and the quantity of the work.

e. The designer and the owner shall have access to the work whenever it is in preparation and progress during normal working hours. The contractor shall

provide facilities for such access so the designer and owner may perform their functions under the contract documents.

f. Based on the designer's inspections and evaluations of the project, the designer shall issue interpretations, directives and decisions as may be necessary to administer the project. His decisions relating to artistic effect and technical matters shall be final, provided such decisions are within the limitations of the contract.

ARTICLE 19 - CHANGES IN THE WORK

a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.

b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order or written field order from the designer, countersigned by the owner and the state construction office authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

   A field order, transmitted by fax, electronically, or hand delivered, may be used where the change involved impacts the critical path of the work. A formal change order shall be issued as expeditiously as possible.

   In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the designer or owner, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:

   1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except is such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c2 herein. If neither party elects to proceed under c2, then unit prices shall apply.

2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.

d. Under Paragraph “b” and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors(1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc)) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc contractors shall be allowed a maximum of 2.5% on the contracted workof their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%***)*** profit, but no allowances for overhead.

e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:

1. The actual costs of materials and supplies incorporated or consumed as part of the work;

2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.

3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker’s compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;

4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;

5. The actual costs of premiums for bonds, insurance, permit fees, and sales or use taxes related to the work.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.

f. Should concealed conditions be encountered in the performance of the work

below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.

g. In all change orders, the procedure will be for the designer to request proposals for the change order work in writing. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer**,** the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order and forward to the State Construction Office for final approval**,** within seven (7) days of receipt. The State Construction Office shall act on the change order within seven (7) days. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedure.

h. At the time of signing a change order, the contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

i. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.

j. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner**,** with the approval of the State Construction Office, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change

order.

ARTICLE 20 - CLAIMS FOR EXTRA COST

a. Should the contractor consider that as a result of instructions given by the designer, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the designer within seven (7) days without delay. The written notice shall clearly state that a claim for extra cost is being made and shall provide a detailed justification for the extra cost. The contractor shall not proceed with the work affected until further advised, except in emergency involving the safety of life or property, which condition is covered in Article 19(b) and Article 11(h). No claims for extra compensation shall be considered unless the claim is so made. The designer shall render a written decision within seven (7) days of receipt of claim.

b. The contractor shall not act on instructions received by him from persons other than the designer, and any claims for extra compensation or extension of time on account of such instruction will not be honored. The designer shall not be responsible for misunderstandings claimed by the contractor of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.

c. Should a claim for extra compensation that complies with the requirements of (a) above by the contractor and is denied by the designer or owner, and cannot be resolved by a representative of the State Construction Office, the contractor may request a mediation in connection with GS 143-128(f1) in the dispute resolution rules adopted by the State Building Commission (1 N.C.A.C. 30H .0101 through .1001). If the contractor is unable to resolve its claim as a result of mediation, the contractor may pursue the claim in accordance with the provisions of G.S. 143-135.3, or G.S. 143-135.6 where Community Colleges are the owner,and the following:

1. A contractor who has not completed a contract with a board for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the director of the State Construction Office of the Department of Administration for the amount the contractor claims is due. The director may deny, allow or compromise the claim, in whole or in part. A claim under this subsection is not a contested case under Chapter 150B of the General Statutes.

2. (a) A contractor who has completed a contract with a board for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the director of the State Construction Office of the Department of Administration for the amount the contractor claims is due. The claim shall be submitted within sixty (60) days after the contractor receives a final statement of the board's disposition of his

claim and shall state the factual basis for the claim.

(b) The director shall investigate a submitted claim within ninety (90) days of receiving the claim, or within any longer time period upon which the director and the contractor agree. The contractor may appear before the director, either in person or through counsel, to present facts and arguments in support of his claim. The director may allow, deny or compromise the claim, in whole or in part. The director shall give the contractor a written statement of the director's decision on the contractor's claim.

(c) A contractor who is dissatisfied with the director's decision on a claim submitted under this subsection may commence a contested case on the claim under Chapter 150B of the General Statutes. The contested case shall be commenced within sixty (60) days of receiving the director's written statement of the decision.

(d) As to any portion of a claim that is denied by the director, the contractor may, in lieu of the procedures set forth in the preceding subsection of this section, within six (6) months of receipt of the director's final decision, institute a civil action for the sum he claims to be entitled to under the contract by filing a verified complaint and the issuance of a summons in the Superior Court of Wake County or in the superior court of any county where the work under the contract was performed. The procedure shall be the same as in all civil actions except that all issues shall be tried by the judge, without a jury.

ARTICLE 21 - MINOR CHANGES IN THE WORK

The designer will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents. Such changes shall be effected by written order, copied to the State Construction Office, and shall be binding on the owner and the contractor.

ARTICLE 22 - UNCORRECTED FAULTY WORK

Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the owner and the designer, the owner shall be reimbursed by the contractor. A change order will be issued to reflect a reduction in the contract sum.

ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME

a. The time of completion is stated in the Supplementary General Conditions and in the Form of Construction Contract. The Project Expediter, upon notice of award of contract, shall prepare a construction schedule to complete the project within the time of completion as required by Article 14.

b. The contractors shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from the designer and shall fully complete all work hereunder within the time of completion stated. Time is

of the essence and the contractor acknowledges the Owner will likely suffer financial damage for failure to complete the work within the time of completion. For each day in excess of the above number of days, the contractor(s) shall pay the owner the sum stated as liquidated damages per day as defined in the supplemental conditions to the owner by reason of failure of said contractor(s) to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof.

c. In the event of multiple prime contractors, the designer shall be the judge as to the division of responsibility between the contractor(s), based on the construction schedule, weekly reports and job records, and shall apportion the amount of liquidated damages to be paid by each of them, according to delay caused by any or all of them.

d. If the contractor is delayed at any time in the progress of his work solely by any act or negligence of the owner, the designer, or by any employee of either; by any separate contractor employed by the owner; by changes ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the contractor's control; or by any other causes which the designer and owner determine may justify the delay, then the contract time may be extended by change order only for the time which the designer and owner may determine is reasonable.

   Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the contractor reflecting the effect of the weather on progress of the work and initialed by the designer's representative. No weather delays shall be considered after the building is dried in unless work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents. Contractor caused delays shall be accounted for before owner or designer caused delays in the case of concurrent delays.

e. Request for extension of time shall be made in writing to the designer, copies to the owner and SCO, within twenty (20) days following cause of delay. In case of continuing cause for delay, the Contractor shall notify the Designer to the designer, copies to the owner and SCO, of the delay within 20 days of the beginning of the delay and only one claim is necessary.

f. The contractor shall notify his surety in writing of extension of time granted.

g. No claim for time extension shall be allowed on account of failure of the designer to furnish drawings or instructions until twenty (20) days after demand for such drawings and/or instructions. See Article 5c. Demand must be in written form clearly stating the potential for delay unless the drawings or instructions are provided. Any delay granted will begin after the twenty (20) day demand period is concluded.

ARTICLE 24 - PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY

a. The owner may desire to occupy or utilize all or a portion of the project prior to the completion of the project.

b. Should the owner request a utilization of a building or portion thereof, the designer shall perform a designer final inspection of area after being notified by the contractor that the area is ready for such. After the contractor has completed designer final inspection punch list and the designer has verified, then the designer shall schedule a beneficial occupancy inspection at a time and date acceptable to the owner, contractor(s) and State Construction Office. If beneficial occupancy is granted by the State Construction Office, in such areas the following will be established:

   1. The beginning of guarantees and warranties period for the equipment necessary to support. in the area.

   2. The owner assumes all responsibilities for utility costs for entire building.

   3. Contractor will obtain consent of surety.

   4. Contractor will obtain endorsement from insurance company permitting beneficial occupancy.

c. The owner shall have the right to exclude the contractor from any part of the project which the designer has so certified to be substantially complete, but the owner will allow the contractor reasonable access to complete or correct work to bring it into compliance with the contract.

d. Occupancy by the owner under this article will in no way relieve the contractor from his contractual requirement to complete the project within the specified time. The contractor will not be relieved of liquidated damages because of beneficial occupancy. The designer may prorate liquidated damages based on the percentage of project occupied.

ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT

a. Upon notification from the contractor(s) that the project is complete and ready for

inspection, the designer shall make a Designer final inspection to verify that the project is complete and ready for SCO final inspection. Prior to SCO final inspection, the contractor(s) shall complete all items requiring corrective measures noted at the Designer final inspection**.** The designer shall schedule a SCO final inspection at a time and date acceptable to the owner, contractor(s) and State Construction Office.

b. At the SCO final inspection, the designer and his consultants shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the contract documents. At the conclusion of the SCO final inspection, the designer and State Construction Office representative shall make one of the following determinations:

    1. That the project is completed and accepted.

    2. That the project will be accepted subject to the correction of the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of SCO final inspection or the owner may invoke Article 28, Owner's Right to Do Work.

    3. That the project is not complete and another date for a SCO final inspection will be established.

c. Within fourteen (14) days of final acceptance per Paragraph b1 or within fourteen (14) days after completion of punch list per Paragraph b2 above, the designer shall certify the work and issue applicable certificate(s) of compliance.

d. Any discrepancies listed or discovered after the date of SCO final inspection and acceptance under Paragraphs b1 or b2 above shall be handled in accordance with Article 42, Guarantee.

e. The final acceptance date will establish the following:

    1. The beginning of guarantees and warranties period.

    2. The date on which the contractor's insurance coverage for public liability, property damage and builder's risk may be terminated.

    3. That no liquidated damages (if applicable) shall be assessed after this date.

    4. The termination date of utility cost to the contractor.

f. **Prior to issuance of final acceptance date, the contractor shall have his authorized representatives visit the project and give full instructions to the designated personnel regarding operating, maintenance, care, and adjustment of all equipment and special construction elements. In addition, the contractor shall provide to the owner a complete instructional video (media format acceptable to the owner) on the operation, maintenance, care and adjustment of all equipment and special construction elements.**

ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT

a. Any work, materials, fabricated items or other parts of the work which have been condemned or declared not in accordance with the contract by the designer shall be promptly removed from the work site by the contractor, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the owner. Work or property of other contractors or the owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the contractor whose work is faulty.

b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the designer, and shall make satisfactory progress, as determined by the designer, until completed.

c. Should the contractor fail to proceed with the required corrections, then the owner may complete the work in accordance with the provisions of Article 28.

ARTICLE 27 - CORRECTION OF WORK AFTER FINAL PAYMENT

See Article 35, Performance Bond and Payment Bond, and Article 42, Guarantee**.** Neither the final certificate, final payment, occupancy of the premises by the owner, nor any provision of the contract, nor any other act or instrument of the owner, nor the designer, shall relieve the contractor from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. Contractor shall correct or make good any defects due thereto and repair any damage resulting there from, which may appear during the guarantee period following final acceptance of the work except as stated otherwise under Article 42, Guarantee. The owner will report any defects as they may appear to the contractor and establish a time limit for completion of corrections by the contractor. The owner will be the judge as to the responsibility for correction of defects.

ARTICLE 28 - OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

ARTICLE 29 - ANNULMENT OF CONTRACT

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time above specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work

unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the surety shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety. In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety shall be liable and shall pay to the owner the amount of said excess.

ARTICLE 30 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

a. Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or control of the contractor, or if the owner should fail or refuse to make payment on account of a certificate issued by the designer within forty-five (45) days after receipt of same, then the contractor, after fifteen (15) days' written notice sent by certified mail, return receipt requested, to the owner and the designer, may suspend operations on the work or terminate the contract.

b. The owner shall be liable to the contractor for the cost of all materials delivered and work performed on this contract plus 10 percent overhead and profit and shall make such payment. The designer shall be the judge as to the correctness of such payment.

ARTICLE 31 - REQUEST FOR PAYMENT

a. Not later than the fifth day of the month, the contractor shall submit to the designer a request for payment for work done during the previous month. The request shall be in the form agreed upon between the contractor and the designer,

but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:

1. Total of contract including change orders.

2. Value of work completed to date.

3. Less five percent (5%) retainage, provided however, that after fifty percent (50%) of the contractor's work has been satisfactorily completed on schedule, with approval of the owner and the State Construction Office and written consent of the surety, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule.

4. Less previous payments.

5. Current amount due.

b. The contractor, upon request of the designer, shall substantiate the request with invoices of vouchers or payrolls or other evidence.

c. Prior to submitting the first request, the contractor shall prepare for the designer a schedule showing a breakdown of the contract price into values of the various parts of the work, so arranged as to facilitate payments to subcontractors in accordance with Article 17, Contractor and Subcontractor Relationships. The contractor(s) shall list the value of each subcontractor and supplier, identifying each minority business subcontractor and supplier as listed in Affidavit C, if applicable.

d. When payment is made on account of stored materials and equipment, such materials must be stored on the owner's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the owner's title to such materials and equipment. Such payments will be made only for materials that have been customized or fabricated specifically for this project. Raw materials or commodity products including but not limited to piping, conduit, CMU, metal studs and gypsum board may not be submitted. Responsibility for such stored materials and equipment shall remain with the contractor regardless of ownership title. Such stored materials and equipment shall not be removed from the owner's property. Should the space for storage on-site be limited, the contractor, at his option, shall be permitted to store such materials and/or equipment in a suitable space off-site. Should the contractor desire to include any such materials or equipment in his application for payment, they must be stored in the name of the owner in an independent, licensed, bonded warehouse approved by the designer, owner and the State Construction Office and located as close to the site as possible. The warehouse selected must be approved by the contractor's bonding and insurance companies; the material to be paid for shall be assigned to the owner and shall be inspected by the designer. Upon approval by the designer, owner and SCO of the storage facilities and materials

and equipment, payment therefore will be certified. Responsibility for such stored materials and equipment shall remain with the contractor. Such stored materials and equipment shall not be moved except for transportation to the project site. Under certain conditions, the designer may approve storage of materials at the point of manufacture, which conditions shall be approved by the designer, the owner and the State Construction Office prior to approval for the storage and shall include an agreement by the storing party which unconditionally gives the State absolute right to possession of the materials at anytime. Bond, security and insurance protection shall continue to be the responsibility of the contractor(s).

e. In the event of beneficial occupancy, retainage of funds due the contractor(s) may be reduced with the approval of the State Construction Office to an equitable amount to cover the list of items to be completed or corrected. Retainage may not be reduced to less than two and one-half (2 1/2) times the estimated value of the work to be completed or corrected. Reduction of retainage must be with the consent and approval of the contractor's bonding company.

ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT

a. Within five (5) days from receipt of request for payment from the contractor, the designer shall issue and forward to the owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the designer. If the certificate is not approved by the designer, he shall state in writing to the contractor and the owner his reasons for withholding payment.

b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the owner except:

    1. Claims arising from unsettled liens or claims against the contractor.

    2. Faulty work or materials appearing after final payment.

    3. Failure of the contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.

    4. As conditioned in the performance bond and payment bond.

c. The making and acceptance of final payment shall constitute a waiver of all claims by the contractor except those claims previously made and remaining unsettled (Article 20(c)).

d. Prior to submitting request for final payment to the designer for approval, the contractor shall fully comply with all requirements specified in the“ project closeout” section of the specifications. These requirements include but not limited to the following:

1. Submittal of Product and Operating Manuals, Warranties and Bonds, Guarantees, Maintenance Agreements, As-Built Drawings, Certificates of Inspection or Approval from agencies having jurisdiction. (The designer must approve the Manuals prior to delivery to the owner).

2. Transfer of Required attic stock material and all keys in an organized manner.

3. Record of Owner's training.

4. Resolution of any final inspection discrepancies.

5. Granting access to Contractor's records, if Owner's internal auditors have made a request for such access pursuant to Article 52.

e. The contractor shall forward to the designer, the final application for payment along with the following documents:

1. List of minority business subcontractors and material suppliers showing breakdown of contract amounts and total actual payments to subs and material suppliers.

2. Affidavit of Release of Liens.

3. Affidavit of contractors of payment to material suppliers and subcontractors. (See Article 36).

4. Consent of Surety to Final Payment**.**

5. Certificates of state agencies required by state law.

f. The designer will not authorize final payment until the work under contract has been certified by designer, certificates of compliance issued, and the contractor has complied with the closeout requirements. The designer shall forward the contractor's final application for payment to the owner along with respective certificate(s) of compliance required by law.

ARTICLE 33 - PAYMENTS WITHHELD

a. The designer with the approval of the State Construction Office may withhold payment for the following reasons:

1. Faulty work not corrected.

2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.

3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.

b. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:

1. Claims filed against the contractor or evidence that a claim will be filed.

2. Evidence that subcontractors have not been paid.

c. The Owner may withhold all or a portion of Contractor's general conditions costs set forth in the approved schedule of values, if Contractor has failed to comply with: (1) a request to access its records by Owner's internal auditors pursuant to Article 52; (2) a request for a plan of action and/or recovery schedule under Article 14.j or provide The Owner; (3) a request to provide an electronic copies of Contractor's baseline schedule, updates with all logic used to create the schedules in the original format of the scheduling software; and (4) Contractor's failure to have its Superintendent on the Project full-time; (

d. When grounds for withholding payments have been removed, payment will be released. Delay of payment due the contractor without cause will make owner liable for payment of interest to the contractor in accordance with G.S. 143-134.1. As provided in G.S.143-134.1(e) the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progess, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

ARTICLE 34 - MINIMUM INSURANCE REQUIREMENTS

The work under this contract shall not commence until the contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. **Worker's Compensation and Employer's Liability**

The contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of $100,000.

b. **Public Liability and Property Damage**

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages

which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: $500,000 per occurrence
Property Damage: $100,000 per occurrence / $300,000 aggregate

In lieu of limits listed above, a $500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

c. **Property Insurance (Builder's Risk/Installation Floater)**

The contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

d. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the contractor.

e. **Other Insurance**

The contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. **Proof of Carriage**

The contractor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

ARTICLE 35 - PERFORMANCE BOND AND PAYMENT BOND

a. Each contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with

these specifications.

b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

ARTICLE 36 - CONTRACTOR'S AFFIDAVIT

The final payment of retained amount due the contractor on account of the contract shall not become due until the contractor has furnished to the owner through the designer an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with his contract have been satisfied, and that no claims or liens exist against the contractor in connection with this contract. In the event that the contractor cannot obtain similar affidavits from subcontractors to protect the contractor and the owner from possible liens or claims against the subcontractor, the contractor shall state in his affidavit that no claims or liens exist against any subcontractor to the best of his (the contractor's) knowledge, and if any appear afterward, the contractor shall save the owner harmless.

ARTICLE 37 - ASSIGNMENTS

The contractor shall not assign any portion of this contract nor subcontract in its entirety. Except as may be required under terms of the performance bond or payment bond, no funds or sums of money due or become due the contractor under the contract may be assigned.

ARTICLE 38 - USE OF PREMISES

a. The contractor(s) shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the designer and owner and shall not exceed those established limits in his operations.

b. The contractor(s) shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

c. The contractor(s) shall enforce the designer's and owner’s instructions regarding signs, advertisements, fires and smoking.

d. No firearms, any type of alcoholic beverages, or drugs (other than those prescribed by a physician) will be permitted at the job site. Contractor shall post a sign indicating Firearms are prohibited on the construction site

ARTICLE 39 - CUTTING, PATCHING AND DIGGING

a. The contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the designer may direct.

b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefor.

c. No contractor shall endanger any work of another contractor by cutting, digging or other means. No contractor shall cut or alter the work of any other contractor without the consent of the designer and the affected contractor(s).

ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS

a. The contractor shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer and other utility services which maybe necessary and required for completion of the project including all utilities required for testing, cleaning, balancing, and sterilization of designated plumbing, mechanical and electrical systems. Any permanent meters installed shall be listed in the contractor's name until work has a final acceptance. The contractor will be solely responsible for all utility costs prior to final acceptance. Contractor shall contact all affected utility companies prior to bid to determine their requirements to provide temporary and permanent service and include all costs associated with providing those services in their bid. Coordination of the work of the utility companies during construction is the sole responsibility of the contractor.

b. Meters shall be relisted in the owner's name on the day following final acceptance of the Project Expediter's work, and the owner shall pay for services used after that date.

c. The owner shall be reimbursed for all metered utility charges after the meter is relisted in the owner's name and prior to completion and acceptance of the work of **all** contractors. Reimbursement shall be made by the contractor whose work has not been completed and accepted. If the work of two or more contractors has not been completed and accepted, reimbursement to the owner shall be paid by the contractors involved on the basis of assessments by the designer.

d. Prior to the operation of permanent systems, the Project Expediter will provide temporary power, lighting, water, and heat to maintain space temperature above freezing, as required for construction operations.

e. All contractors shall have the permanent building systems in sufficient readiness for furnishing temporary climatic control at the time a building is enclosed and secured. The HVAC systems shall maintain climatic control throughout the enclosed portion of the building sufficient to allow completion of the interior finishes of the building. A building shall be considered enclosed and secured when windows**,** doorways (exterior, mechanical, and electrical equipment rooms), and hardware are installed***;*** and other openings have protection which will provide reasonable climatic control. The appropriate time to start the mechanical systems and climatic condition shall be jointly determined by the contractor(s), the designer and owner. Use of the equipment in this manner shall be subject to the approval of the Designer and owner and shall in no way affect the warranty requirements of the contractor(s).

f. The electrical contractor shall have the building's permanent power wiring distribution system in sufficient readiness to provide power as required by the HVAC contractor for temporary climatic control.

g. The electrical contractor shall have the building's permanent lighting system ready at the time the general contractor begins interior painting and shall provide adequate lighting in those areas where interior painting and finishing is being performed.

h. Each prime contractor shall be responsible for his permanently fixed service facilities and systems in use during progress of the work. The following procedures shall be strictly adhered to:

1. Prior to final acceptance of work by the State Construction Office, each contractor shall remove and replace any parts of the permanent building systems damaged through use during construction.

2. Temporary filters as recommended by the equipment manufacturer in order to keep the equipment and ductwork clean and free of dust and debris shall be installed in each of the heating and air conditioning units and at each return grille during construction. New filters shall be installed in each unit prior to the owner's acceptance of the work.

3. Extra effort shall be maintained to keep the building and the site adjacent to the building clean and under no circumstances shall air systems be operated if finishing and site work operations are creating dust in excess of what would be considered normal if the building were occupied.

4. It shall be understood that any warranty on equipment presented to the owner shall extend from the day of final acceptance by the owner. The cost of warranting the equipment during operation in the finishing stages of construction shall be borne by the contractor whose system is utilized.

5. The electrical contractor shall have all lamps in proper working condition at the time of final project acceptance.

i. The Project Expediter shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets required for a complete and adequate sanitary arrangement. These facilities will be available to other contractors on the job and shall be kept in a neat and sanitary condition at all times. Chemical toilets are acceptable.

j. The Project Expediter shall, if required by the Supplementary General Conditions and where directed, erect a temporary field office, complete with lights,

telephone, heat and air conditioning. A portion of this office shall be partitioned off, of sufficient size, for the use of a resident inspector, should the designer so direct.

k. On multi-story construction projects, the Project Expediter shall provide temporary elevators, lifts, or other special equipment for the general use of all contractors. The cost for such elevators, lifts or other special equipment and the operation thereof shall be included in the Project Expediter's bid.

l. The Project Expediter will erect one sign on the project if required. The sign shall be of sound construction, and shall be neatly lettered with black letters on white background. The sign shall bear the name of the project, and the names of prime contractors on the project, and the name of the designer and consultants. Directional signs may be erected on the owner's property subject to approval of the owner with respect to size, style and location of such directional signs. Such signs may bear the name of the contractor and a directional symbol. No other signs will be permitted except by permission of the owner.

ARTICLE 41 - CLEANING UP

a. The contractors shall keep the building and surrounding area reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by the designer or Project Expediter. The Project Expediter shall provide an on site refuse container(s) for the use of all contractors. Each contractor shall remove their rubbish and debris from the building on a daily basis. The Project Expediter shall broom clean the building as required to minimize dust and dirt accumulation.

b. The Project Expediter shall provide and maintain suitable all-weather access to the building**.**

c. Before final inspection and acceptance of the building, each contractor shall clean his portion of the work, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the owner, with no cleaning required by the owner.

ARTICLE 42 - GUARANTEE

a. The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to the owner.

b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within

the manufacturer's warranty period.

c. Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

ARTICLE 43 - CODES AND STANDARDS

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina state building codes, federal specifications, ASTM specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

ARTICLE 44 - INDEMNIFICATION

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner, the designer and the agents, consultants and employees of the owner and designer, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the contractor, the contractor's subcontractor, or the agents of either the contractor or the contractor's subcontractor. Such 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 article.

ARTICLE 45 - TAXES

a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).

b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).

c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.

d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal and contract sum.

e. **Accounting Procedures for Refund of County Sales & Use Tax**

Amount of county sales and use tax paid per contractor's statements:

Contractors performing contracts for state agencies shall give the state agency for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement as of April 1, 1991 from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

ARTICLE 46 - EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and

regulations prescribed by the secretary of Labor, are incorporated herein.

ARTICLE 47 - EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES

The contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

ARTICLE 48 - ASBESTOS-CONTAINING MATERIALS (ACM)

The State of North Carolina has attempted to address all asbestos-containing materials that are to be disturbed in the project. However, there may be other asbestos-containing materials in the work areas that are not to be disturbed and do not create an exposure hazard. Contractors are reminded of the requirements of instructions under Instructions to Bidders and General Conditions of the Contract, titled Examination of Conditions. Statute 130A, Article 19, amended August 3, 1989, established the Asbestos Hazard Management Program that controls asbestos abatement in North Carolina. The latest edition of *Guideline Criteria for Asbestos Abatement* from the State Construction Office is to be incorporated in all asbestos abatement projects for the Capital Improvement Program.

ARTICLE 49 - MINORITY BUSINESS PARTICIPATION

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority businesses in total value of work for each State building project. The document, *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Affidavits and Appendix E are hereby incorporated into and made a part of this contract.

ARTICLE 50 – CONTRACTOR EVALUATION

The contractor's overall work performance on the project shall be fairly evaluated in accordance with the State Building Commission policy and procedures, for determining qualifications to bid on future State capital improvement projects. In addition to final evaluation, interim evaluation may be prepared during the progress of project. The document, Contractor Evaluation Procedures, is hereby incorporated and made a part of this contract. The owner may request the contractor's comments to evaluate the designer.

ARTICLE 51 – GIFTS

Pursuant to N.C. Gen. Stat. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, subcontractor, supplier, vendor, etc.), to make gifts or to give favors to any State employee. This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review G.S. Sec. 133-32.

During the construction of the Project, the Contractor is prohibited from making gifts to any of the Owner's employees, Owner's project representatives (architect, engineers, construction manager and their employees), employees of the State Construction Office and/or any other State employee that may have any involvement, influence, responsibilities, oversight, management and/or duties that pertain to and/or relate to the contract administration, financial administration and/or disposition of claims arising from and/or relating to the Contract and/or Project.

ARTICLE 52 – AUDITING-ACCESS TO PERSONS AND RECORDS

In accordance with N.C. General Statute 147-64.7, the State Auditor shall have access to Contractor's officers, employees, agents and/or other persons in control of and/or responsible for the Contractor's records that relate to this Contracts for purposes of conducting audits under the referenced statute. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

ARTICLE 53 – NORTH CAROLINA FALSE CLAIMS ACT

The North Carolina False Claims Act ("NCFCA"), N.C Gen. Stat. § 1-605 through 1-618, applies to this Contract. The Contractor should familiarize itself with the entire NCFCA and should seek the assistance of an attorney if it has any questions regarding the NCFCA and its applicability to any requests, demands and/or claims for payment its submits to the State through the contracting state agency, institution, university or community college.

The purpose of the NCFCA "is to deter persons from knowingly causing or assisting in causing the State to pay claims that are false or fraudulent and to provide remedies in the form of treble damages and civil penalties when money is obtained from the State by reason of a false or fraudulent claim." (Section 1-605(b).) A contractor's liability under the NCFCA may arise from, but is not limited to: requests for payment, invoices, billing, claims for extra work, requests for change orders, requests for time extensions, claims for delay damages/extended general conditions costs, claims for loss productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, documentation used to support any of the foregoing requests or claims, and/or any other request for payment from the State through the contracting state agency, institution, university or community college. The parts of the NCFCA that are most likely to be enforced with respect to this type of contract are as follows:

- A "claim" is "[a]ny request or demand, whether under a contract or otherwise, for money or property and whether or not the State has title to the money or property that (i) is presented to an officer, employee, or agent of the State or (ii) is made to a contractor … if the money or property is to be spent or used on the State's behalf or to advance a State program or interest and if the State government: (a) provides or has provided any portion

of the money or property that is requested or demanded; or (b) will reimburse such contractor … for any portion of the money or property which is requested or demanded." (Section 1-606(2).)

 "Knowing" and "knowingly." – Whenever a person, with respect to information, does any of the following: (a) Has actual knowledge of the information; (b) Acts in deliberate ignorance of the truth or falsity of the information; and/or (c) Acts in reckless disregard of the truth or falsity of the information. (Section 1-606(4).) Proof of specific intent to defraud is not required. (Section 1-606(4).)

 "Material" means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property. (Section 1-606(4).)

 Liability. – "Any person who commits any of the following acts shall be liable to the State for three times the amount of damages that the State sustains because of the act of that person[:] … (1) Knowingly presents or causes to be presented a false or fraudulent claim for payment or approval. (2) Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim. (3) Conspires to commit a violation of subdivision (1), (2) …" (Section 1-607(a)(1), (2).)

 The NCFCA shall be interpreted and construed so as to be consistent with the federal False Claims Act, 31 U.S.C. § 3729, et seq., and any subsequent amendments to that act. (Section 1-616(c).)

Finally, the contracting state agency, institution, university or community college may refer any suspected violation of the NCFCA by the Contractor to the Attorney General's Office for investigation. Under Section 1-608(a), the Attorney General is responsible for investigating any violation of NCFCA, and may bring a civil action against the Contractor under the NCFCA. The Attorney General's investigation and any civil action relating thereto are independent and not subject to any dispute resolution provision set forth in this Contract. (See Section 1-608(a).)

ARTICLE 54 – TERMINATION FOR CONVENIENCE

Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

End of General Conditions

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within **175 consecutive calendar days** from the Notice to Proceed**.** For each day in excess past this completion date, the Contractor shall pay the Owner the amount of **One-Thousand** Dollars **($ 1,000.00)** as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents.

PAYMENTS
See General Conditions and Section 012900 for form required for progress payments.

UTILITIES

Owner will provide power and water required for the duration of this project. Contractor shall provide toilet facilities and maintain toilet facilities throughout the use of the project.

SECURITY

See Section 011100.

USE OF SITE

During construction durations listed above work schedule shall be Monday – Friday, 7:00 am to 5:00 pm. Opportunities for weekend and afterhours work may be allowed at the owner discretion.

Staging area for materials will be provided. Parking areas will be identified at the pre-bid conference.

NO SMOKING POLICY

"Smoking, smoke, or smokes" shall be defined to include the use or possession of a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco, hemp, or other smokable product. The terms shall also include the use or possession of an electronic cigarette, personal vaporizer or electronic nicotine delivery system that is a battery-powered vaporizer which simulates tobacco smoking by producing an aerosol that resembles smoke, and any vapor product as defined in N.C.G.S. § 14-313.

Smoking is prohibited in any building.

Smoking will be permissible in outside areas unless these spaces are within 50 feet of a building's in-take pipes, vents, doors, or a location where outside air is otherwise drawn into a building

FIRE ALARM WORK

Fire alarm contractor shall provide shop drawings and calculations for approval prior to any work. A fire watch will be provided by the contractor when the fire alarm is not operational.

PERFORMANCE AND PAYMENT BONDS

Contractor shall furnish a Performance Bond and Payment Bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications (Forms 307 & 308). An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds.

MINORITY BUSINESS PARTICIPATION

See project manual for guidelines and required

GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN STATE CONSTRUCTION CONTRACTS

In accordance with G.S. 143-128.2 (effective January 1, 2002) these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on State construction projects in the amount of $300,000 or more. The legislation provides that the State shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for each project for which a contract or contracts are awarded. These requirements are published to accomplish that end.

SECTION A: INTENT

It is the intent of these guidelines that the State of North Carolina, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
   a. Black, that is, a person having origins in any of the black racial groups in Africa;
   b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
   c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
   d. American Indian, that is, a person having origins in any of the original peoples of North America; or
   e. Female

2. Minority Business - means a business:
   a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
   b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".

4. Public Entity - means State and all public subdivisions and local governmental units.

5. Owner - The State of North Carolina, through the Agency/Institution named in the contract.

6. Designer – Any person, firm, partnership, or corporation, which has contracted with the State of North Carolina to perform architectural or engineering, work.

7. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

8. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.

9. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the State of North Carolina to perform construction work or repair.

10. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

SECTION C: RESPONSIBILITIES

1. Office for Historically Underutilized Businesses, Department of Administration (hereinafter referred to as HUB Office).

   The HUB Office has established a program, which allows interested persons or businesses qualifying as a minority business under G.S. 143-128.2, to obtain certification in the State of North Carolina procurement system. The information provided by the minority businesses will be used by the HUB Office to:
   a. Identify those areas of work for which there are minority businesses, as requested.
   b. Make available to interested parties a list of prospective minority business contractors and subcontractors.
   c. Assist in the determination of technical assistance needed by minority business contractors.

   In addition to being responsible for the certification/verification of minority businesses that want to participate in the State construction program, the HUB Office will:
   (1) Maintain a current list of minority businesses. The list shall include the areas of work in which each minority business is interested.
   (2) Inform minority businesses on how to identify and obtain contracting and subcontracting opportunities through the State Construction Office and other public entities.
   (3) Inform minority businesses of the contracting and subcontracting process for public construction building projects.
   (4) Work with the North Carolina trade and professional organizations to improve the ability of minority businesses to compete in the State construction projects.
   (5) The HUB Office also oversees the minority business program by:
      a. Monitoring compliance with the program requirements.
      b. Assisting in the implementation of training and technical assistance programs.
      c. Identifying and implementing outreach efforts to increase the utilization of minority businesses.
      d. Reporting the results of minority business utilization to the Secretary of the Department of Administration, the Governor, and the General Assembly.

2. State Construction Office
   The State Construction Office will be responsible for the following:

   a. Furnish to the HUB Office a minimum of twenty-one days prior to the bid opening the following:
      (1) Project description and location;
      (2) Locations where bidding documents may be reviewed;
      (3) Name of a representative of the owner who can be contacted during the advertising period to advise who the prospective bidders are;
      (4) Date, time and location of the bid opening.
      (5) Date, time and location of prebid conference, if scheduled.

   b. Attending scheduled prebid conference, if necessary, to clarify requirements of the general statutes regarding minority-business participation, including the bidders' responsibilities.

c. Reviewing the apparent low bidders' statutory compliance with the requirements listed in the proposal, that must be complied with, if the bid is to be considered as responsive, prior to award of contracts. The State reserves the right to reject any or all bids and to waive informalities.
d. Reviewing of minority business requirements at Preconstruction conference**.**
e. Monitoring of contractors' compliance with minority business requirements in the contract documents during construction.
f. Provide statistical data and required reports to the HUB Office.
g. Resolve any protest and disputes arising after implementation of the plan, in conjunction with the HUB Office.

3. Owner
Before awarding a contract, owner shall do the following:

a. Develop and implement a minority business participation outreach plan to identify minority businesses that can perform public building projects and to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and non-minority businesses.
b. Attend the scheduled prebid conference.
c. At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from the public entity for public construction or repair work and minority businesses that otherwise indicated to the Office for Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
    1. A description of the work for which the bid is being solicited.
    2. The date, time, and location where bids are to be submitted.
    3. The name of the individual within the owner's organization who will be available to answer questions about the project.
    4. Where bid documents may be reviewed.
    5. Any special requirements that may exist.
d. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.
e. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
f. Review, jointly with the designer, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award to the State Construction Office.
g. Evaluate documentation to determine good faith effort has been achieved for minority business utilization prior to recommendation of award to State Construction Office.
h. Review prime contractors' pay applications for compliance with minority business utilization commitments prior to payment**.**
i. Make documentation showing evidence of implementation of Owner's responsibilities available for review by State Construction Office and HUB Office, upon request

4. Designer
Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:

a. Attend the scheduled prebid conference to explain minority business requirements to the prospective bidders.
b. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
c. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
d. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S.143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with

corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.

e. During construction phase of the project, review "MBE Documentation for Contract Payment" – (Appendix E) for compliance with minority business utilization commitments. Submit Appendix E form with monthly pay applications to the owner and forward copies to the State Construction Office.
f. Make documentation showing evidence of implementation of Designer's responsibilities available for review by State Construction Office and HUB Office, upon request.

5. Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors
Under the single-prime bidding, the separate-prime biding, construction manager at risk and alternative contracting methods, contractor(s) will:

a. Attend the scheduled prebid conference.
b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification will include the following:
   (1) A description of the work for which the subbid is being solicited.
   (2) The date, time and location where subbids are to be submitted.
   (3) The name of the individual within the company who will be available to answer questions about the project.
   (4) Where bid documents may be reviewed.
   (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

   If there are more than three (3) minority businesses in the general locality of the project who offer similar contracting or subcontracting services in the specific trade, the contractor(s) shall notify three (3), but may contact more, if the contractor(s) so desires.
d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
e. Identify on the bid**,** the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).
f. Make documentation showing evidence of implementation of PM, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by State Construction Office and HUB Office, upon request.
g. Upon being named the apparent low bidder, the Bidder shall provide one of the following: (1) an affidavit (Affidavit C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
h. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values. The schedule of values shall be provided as required in Article 31 of the General Conditions of the Contract to facilitate payments to the subcontractors.
i. The contractor(s) shall submit with each monthly pay request(s) and final payment(s), "MBE Documentation for Contract Payment" – (Appendix E), for designer's review.
j. During the construction of a project, at any time**,** if it becomes necessary to replace a minority business subcontractor, immediately advise the owner, State Construction Office, and the Director of the HUB Office in writing**,** of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.

k. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit subbids from minority businesses.
l. It is the intent of these requirements apply to all contractors performing as prime contractor and first tier subcontractor under construction manager at risk on state projects.

6. Minority Business Responsibilities
While minority businesses are not required to become certified in order to participate in the State construction projects, it is recommended that they become certified and should take advantage of the appropriate technical assistance that is made available. In addition, minority businesses who are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

SECTION 4: DISPUTE PROCEDURES
It is the policy of this state that disputes that involves a person's rights, duties or privileges, should be settled through informal procedures. To that end, minority business disputes arising under these guidelines should be resolved as governed under G.S. 143-128(g).

SECTION 5: These guidelines shall apply upon promulgation on state construction projects. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: www.nc-sco.com

SECTION 6: In addition to these guidelines, there will be issued with each construction bid package provisions for contractual compliance providing minority business participation in the state construction program.

MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

APPLICATION:

The **Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts** are hereby made a part of these contract documents. These guidelines shall apply to all contractors regardless of ownership. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: http://www.nc-sco.com

MINORITY BUSINESS SUBCONTRACT GOALS:

The goals for participation by minority firms as subcontractors on this project have been set at 10%.

The bidder must identify on its bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts **or** affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).

The lowest responsible, responsive bidder must provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

OR

Provide Affidavit D, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, **with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.**

OR

Provide Affidavit B, which includes sufficient information for the State to determine that the bidder does not customarily subcontract work on this type project.

The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.

MINIMUM COMPLIANCE REQUIREMENTS:

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the State for performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business Guidelines shall constitute a breach of the contract. A finding by the State that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the State whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the State will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Good Faith Efforts include:

(1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.

(2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due.

(3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.

(4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.

(5) Attending any prebid meetings scheduled by the public owner.

(6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.

(7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.

(8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.

(9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.

(10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Social and Economically Disadvantage (D)

Date: _____ Approved/Certified By: _____
Name

_____
Title

_____
Signature

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT

(Revised on 3/14/2003)

F O R M OF P R O P O S A L

Sampson Correctional Institution Contract: _____

Air-Conditioning Installation for Dormitories Bidder: _____

22-25436-01A Date: _____

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his subcontractors have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

.

The Bidder proposes and agrees if this proposal is accepted to contract with the ***North Carolina Department of Adult Corrections,*** in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of work shown on plans and specifications dated ***March 31, 2023*** for the **Sampson Correctional Institution Air-Conditioning Installation for Dormitories** to included but not limited to:

1. New coils
2. New Condensing Units
3. New Controls

in full in complete accordance with the plans, specifications, and contract documents, to the full and entire satisfaction of the State of North Carolina, and the ***NC Department of Adult Corrections, Atlantec Engineers.*** with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

SINGLE PRIME CONTRACT:

Base Bid:

_____ Dollars ($)_____

General Subcontractor: Controls Subcontractor:

_____ Lic_____ _____ Lic_____

Mechanical Subcontractor: Electrical Subcontractor:

_____ Lic_____ _____ Lic_____

GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

ALTERNATES:

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" or "deducted from" the base bid. (Strike out "Add" or "Deduct" as appropriate.)

Alternate #1 – Perform construction on one dormitory at a time.

Add:

_____ Dollars ($)_____

Alternate #2 – Provide Preferred Alternate Distech controllers for Building Automation System (BAS or BMS) as noted on plans and specifications.

Add:

_____ Dollars ($)_____

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

None required.

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in the Supplementary General Conditions Article 23. Applicable liquidated damages amount is also stated in the Supplementary General Conditions Article 23.

MINORITY BUSINESS PARTICIPATION REQUIREMENTS

Provide with the bid - Under GS 143-128.2(c) the undersigned bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit **A**) made to solicit minority participation in the bid effort.

NOTE: A contractor that performs all of the work with its own workforce may submit an Affidavit (**B)** to that effect in lieu of Affidavit (**A)** required above. The MB Participation Form must still be submitted even if there is zero participation.

After the bid opening - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (**C**) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit **D** is not necessary;

*** OR ***

If less than the 10% goal, Affidavit (**D**) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

Note: Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. If there is no MB participation, then enter none or zero on the form. Affidavit A **or** Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of _____

_____
(Name of firm or corporation making bid)

WITNESS:

_____
(Proprietorship or Partnership)

By: _____
Signature

Name: _____
Print or type

Title _____
(Owner/Partner/Pres./V.Pres)

Address _____

_____

ATTEST:

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

License No. _____

Federal I.D. No. _____

Email Address: _____

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 _____ Addendum No. 3 _____ Addendum No. 5 _____ Addendum No. 6 _____

Addendum No. 2 _____ Addendum No. 4 _____ Addendum No. 6 _____ Addendum No. 7 _____

Identification of HUB Certified/ Minority Business Participation

I,_____,
(Name of Bidder)
do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

The total value of minority business contracting will be ($)_____.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of_____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ❑ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ❑ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ❑ **3** – **(15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ❑ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ❑ **5** – **(10 pts)** Attended prebid meetings scheduled by the public owner.
- ❑ **6** – **(20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ❑ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ❑ **8** – **(25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ❑ **9** – **(20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ❑ **10** - **(20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of_____, County of_____

Subscribed and sworn to before me this _____day of _____20____

Notary Public_____

My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

SEAL

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20___

Notary Public _____

My commission expires _____

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

_____
(Project Name)

Project ID#_____ Amount of Bid $_____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer:_____

SEAL

Signature:_____

Title:_____

State of _____, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public_____
My commission expires_____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

_____
(Project Name)

Project ID#_____ Amount of Bid $_____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

***Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

****** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.

B. Copies of quotes or responses received from each firm responding to the solicitation.

C. A telephone log of follow-up calls to each firm sent a solicitation.

D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.

E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.

F. Copy of pre-bid roster

G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.

H. Letter detailing reasons for rejection of minority business due to lack of qualification.

I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of _____, County of _____

Subscribed and sworn to before me this _____day of _____20____

Notary Public_____

My commission expires _____

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____ _____ as principal, and _____, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto the State of North Carolina***** through _____ as obligee, in the penal sum of _____ DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this ____ day of _____ 20__

WHEREAS, the said principal is herewith submitting proposal for
and the principal desires to file this bid bond in lieu of making
the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

FORM OF CONSTRUCTION CONTRACT

(ALL PRIME CONTRACTS)

THIS AGREEMENT, made the _____ day of _____ in the year of 20__ by and between _____ _____ hereinafter called the Party of the First Part and the State of North Carolina, through the_____ _____ hereinafter called the Party of the Second Part.

WITNESSETH:

That the Party of the First Part and the Party of the Second Part for the consideration herein named agree as follows:

1. Scope of Work: The Party of the First Part shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: advertisement; Instructions to Bidders; General Conditions; Supplementary General Conditions; specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen's compensation; public liability; property damage and builder's risk insurance certificates; approval of attorney general; certificate by the Office of State Budget and Management, and drawings, titled:

_____

_____

_____

Consisting of the following sheets:

_____

_____

_____

_____

Dated: _____ and the following addenda:

Addendum No _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No _____ Dated: _____ Addendum No. _____ Dated: _____

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within _____ consecutive calendar days

from said date. For each day in excess thereof, liquidated damages shall be as stated in Supplementary General Conditions. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the project broken down by the various divisions or part of the work and by calendar days as outlined in Article 14 of the General Conditions of the Contract.

3. The Party of the Second Part hereby agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

_____

_____($_____).

Summary of Contract Award:

4. In accordance with Article 31 and Article 32 of the General Conditions of the Contract, the Party of the Second Part shall review, and if approved, process the Party of the First Party's pay request within 30 days upon receipt from the Designer. The Party of the Second Part, after reviewing and approving said pay request, shall make payments to the Party of the First Part on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to waive retainage requirements after 50 percent of the work has been satisfactorily completed on schedule as referred to in Article 31 of the General Conditions.

5. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.

6. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Second Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

7. The Party of the First Part attest that it and all of its subcontractors have fully complied with all requirements of NCGS 64 Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written in _____ counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

Witness:

_____
Contractor: (Trade or Corporate Name)

_____
(Proprietorship or Partnership)

By: _____

Title: _____
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

The State of North Carolina through*

(CORPORATE SEAL)

_____
(Agency, Department or Institution)

Witness:

_____

By:_____

Title: _____

FORM OF PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal (Contractor) _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Project

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts.

Witness:

_____
(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

_____
Contractor: (Trade or Corporate Name)

By: _____

Title: _____
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

_____
(Surety Company)

Witness:

_____

By: _____

Title: _____
(Attorney in Fact)

Countersigned:

_____

_____
(N.C. Licensed Resident Agent)

_____

_____
Name and Address-Surety Agency

_____

_____
Surety Company Name and N.C. Regional or Branch Office Address

(Surety Corporate Seal)

FORM OF PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal (Contractor) _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Project _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ counterparts.

Witness:

_____
Contractor: (Trade or Corporate Name)

_____
(Proprietorship or Partnership)

By: _____

Attest: (Corporation)

Title_____
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

_____
(Surety Company)

Witness:

By: _____

_____

Title: _____
(Attorney in Fact)

Countersigned:

_____

(Surety Corporate Seal)

_____
(N.C. Licensed Resident Agent)

_____

_____
Name and Address-Surety Agency

_____

_____
Surety Company Name and N.C.
Regional or Branch Office Address

Sheet for Attaching Power of Attorney

Sheet for Attaching Insurance Certificates

APPROVAL OF THE ATTORNEY GENERAL

CERTIFICATION BY THE OFFICE OF STATE BUDGET AND MANAGEMENT

Provision for the payment of money to fall due and payable by the

_____

under this agreement has been provided for by allocation made and is available for the purpose of carrying out this agreement.

This _____day of _____ 20___.

Signed _____
Budget Officer

NCDPS CENTRAL ENGINEERING SPECIAL CONDITIONS DOCUMENT
PART 1 - SPECIAL CONDITIONS

1.1 DEFINITIONS

A. The definition of the word “Contractor” used throughout this informal contract agreement is hereby defined as the “Bidding Contractor Installer, Manufacturer, Supplier, Trainer, and Warrantor.”

B. The definition of the word “Subcontractor” used throughout this contract agreement is hereby defined as any third party under contractual agreement with the “Contractor.”

C. 14.j: Delete the references to a CPM Schedule. The schedule for this project is only required to be a Bar Chart Schedule. See Section 01 3100.

1.2 CONFIDENCE IN BID PROPOSAL

A. It is understood and agreed that, by submitting a bid, the Contractor has examined these contract documents, drawings and specifications and has visited the site of the work and has satisfied himself relative to the work to be performed

1.3 HUB REQUIREMENTS

A. NCDPS requires that, for construction contracts with a value of $5000 or greater, the contractor shall comply with the document Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts including Identification of Minority Business Participation, Affidavits A, B, C, and D, and Appendix E.

B. These forms provided herein are hereby incorporated and made a part of this contract. A bidder’s failing to comply with this requirement will be considered non-responsive and will result in bid rejection.

C. The NCDPS imposed contract threshold of $5000 for HUB recruitment supersedes any reference to a higher threshold that may be noted in the bid documents, within referenced documents, or within any regulatory requirement.

1.4 SAFETY REQUIREMENTS

A. The Contractor shall be responsible for the entire site and the building or construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required for any damage to the Owner’s property, or that of others on the job, by himself, or personnel or his contractors, and shall make good such damages.

B. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

C. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the A.G.C. Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He

shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

1.5 LIABILITY AND PROPERTY DAMAGE INSURANCE REQUIREMENTS

A. The Contractor shall not commence work until he has obtained all insurance required, 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 obtained.

B. The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance, or all employees employed at the site of the project under his contract.

C. The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

1. Public Liability Insurance in an amount not less than $300,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than $500,000 on account of one accident; and Property Damage Insurance in an amount not less than $100,000/$300,000.

D. The Contractor shall furnish such additional insurance as may be required by General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

E. The insurance certificate, in the "Description and Operations" block, shall identify the following:

1. Job Services Description: Sampson Correctional Institution – Dormitory Air Conditioning
2. SCO #: 22-25436-01A

F. Each Certificate of Insurance shall bear the provision that the policy cannot be cancelled, reduced in amount or coverage eliminated in less than thirty (30) days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.

1. The North Carolina Attorney General's Office in concurrence with the Department of Insurance has developed the following acceptable and required verbiage concerning the cancellation of insurance coverage.
2. Contractor to provide insurance certificate(s) to this office with language appropriately inserted in the insurance certificate block provided for Special Provisions, as follows: "Notwithstanding the preprinted cancellation provisions on this form, coverages afforded under the policies will not be cancelled, reduced in amount nor will any coverages be eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner, of such alteration or cancellation."
3. This language can be continued on an attached and properly titled continuation sheet as long as the first clause ("Notwithstanding…. form,") is on the face of the form or if space will not allow, then at a minimum, insert in the block for Special Provisions, "Cancellation and notice provisions on the attached endorsements control over language on this form." Then attach the required language provided in 2 above.

4. The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner.

1.6 APPLICATIONS FOR PAYMENT AND INVOICES

A. Final Application for Payment - The Final Payment Application shall be accompanied by the contractor's affidavit. The contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."

B. Executed contract documents, insurance certification and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:
   1. Ms. Kim Owoh; NCDPS Central Engineering; 2020 Yonkers Road; MSC 4216; Raleigh, NC 27699 by mail and a scanned copy to taylor.oldham@ncdps.gov.
   2. It is imperative that contract documents, invoices, etc., be sent only to this address in order to assure proper and timely delivery and handling.

1.7 CONTRACTOR USE OF PROPERTY

A. Use of Site may be restricted. Work hours are limited to 8:00AM to 5:00PM Monday through Friday. Specific site access requirements will be discussed at the Pre-Bid Meeting.

B. See section **SECURITY REQUIREMENTS**.

END OF DOCUMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Project information.
2. Work covered by Contract Documents.
3. Work under separate contracts.
4. Access to site and Security Requirements.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and Drawing conventions.

B. Related Requirements:
1. Section 01 5000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
2. Section 01 1100 “Security Requirements” for use of property, conduct, and other items that affect security at the facility.

1.2 PROJECT INFORMATION

A. Project Identification: **Sampson Correctional Institution Dormitory Air-Conditioning**
1. Project Location: Sampson Correctional Institution
421 NW Boulevard
Clinton, NC 28328

B. Owner: North Carolina Department of Adult Correction; 512 North Salisbury Street, Raleigh, NC 27604.

C. Engineer: **Atlantec Engineers, PA, 3221 Blue Ridge Road, Suite 113, Raleigh, NC 27612**

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:
1. This project involves adding air-conditioning coils and outdoor condensers to existing HVAC equipment for the dormitories at Buidlings; 1, 2, 3. The work include security fencing, concrete, mechanical and electrical trades and other Work as indicated in the Contract Documents.

B. Type of Contract:
1. Single prime contract for all general, mechanical, electrical work.

1.4 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.5 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations.

B. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
   1. Driveways, Walkways, and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

C. See the requirement in Section 01 1100 “Security Requirements.”

1.6 COORDINATION WITH OCCUPANTS

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

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Final Acceptance of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

C. See the requirement in Section 01 1100 “Security Requirements.”

1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.
   1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
   2. See the requirement in Section 01 1100 “Security Requirements.”

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
   1. See the requirement in Section 01 1100 “Security Requirements.”.

C. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted. See the requirement in Section 01 1100 “Security Requirements.”

1.8 SPECIFICATION AND DRAWING CONVENTIONS

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000

SECTION 01 1100 - SECURITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes North Carolina Department of Adult Correction (NCDAC) Security Requirements for Contractors while working on NCDAC property.

B. The purpose of this document is to provide SECURITY requirements for the Contractor and his Subcontractors. Depending on the scope of work and location not all rules may apply. At the pre-construction conference these requirements will be reviewed.

C. Related Requirements:
   1. Division 01 Section "01 5000" for Temporary Facilities and Controls.

1.2 SECURITY CLEARANCE AND REQUIREMENTS

A. Security Clearance - All persons entering a North Carolina Department of Adult Correction (NCDAC) property MUST provide and executed “Contractor NC Department of Adult Correction Criminal History Record Check Form HR 004” and receive approval for entry.
   1. At least seven days prior to their appearance at the DPS facility to start work, the Contractor is requested to provide in writing on the "NC Department of Adult Correction Criminal History Record Check Form HR 004,” the following information for all crew members and supervisors who will be working on this project at the site. including subcontractors and their personnel; employee's name, Social Security number and driver’s license number. The NCDAC will perform, or have performed, a security check of the prospective Contractor employee. If the Contractor is informed that any of these persons are declared undesirable by the NCDAC, this person will not be allowed to work on this construction project. The NCDAC reserves the right to deny entry to any employee of the Contractor or his subcontractors, if the NCDAC feels security of the facility will be compromised in any way. Every person entering the NCDAC facility will be required to present photo identification every time they enter and leave the facility.
   2. The "NC Department of Adult Correction Criminal History Record Check Form HR 004,” is located immediately following this Section.
   3. The NCDAC project manager will provide the awarded contractor with contact and transmittal information specific to the facility where the work will be conducted. The facility will assign one point of contact to receive, process and notify all parities of security clearances. The contractor shall transmit completed HR 004 forms only to the facility contact provided by the NCDAC project manager.

B. Security Requirements - All persons entering a NCDAC property must thoroughly read this Section, understand the content, and sign the “Signature Form”. It is the responsibility of the Supervisor for the Contractor to ensure that this document is read and understood, that signatures are obtained, and that copies are maintained at the job site at all times. Signatures are required for Contractor and their Subcontractor's supervision and employees who enter the NCDAC property.
   1. “Signature Form” is located at the end of this Section.

1.3 ASSIGNED REPRESENTATIVES

A. Assigned Contractor Representative - The Supervisor for the Contractor, (to be named at pre-construction conference) is to act as spokesperson and liaison between the Contractor and the North Carolina Department of Adult Correction, here-in-after referred to as the NCDAC.

B. NCDAC Representative – This representative will be named at pre-construction conference and will be the on-site NCDAC representative for this project.

C. Communications - All communications regarding security between the Contractor and the NCDAC are to be handled through these representatives. This NCDAC representative or his designee will be responsible for contacting the Superintendent or the Assistant Superintendent of the NCDAC facility, concerning operations and security issues as they relate to the performance of this project.
   1. The Contractor shall submit to the designated NCDAC representative at his earliest convenience the name of the Job Superintendent and a responsible person or contact in the home office. A general crew number size should be provided to the NCDAC representative and notification should be given if the crew size will fluctuate by a large amount during any special work period.
   2. Anytime any Subcontractor is on site, the Contractor must provide supervision.

D. The Designer is to be contacted for all other inquires relating to the contract and contract documents, i.e., drawings and specifications.

1.4 CONDUCT REQUIREMENTS

A. Roaming around the NCDAC property is not permitted and may result in that person being escorted from the site and revocation of the security clearance.

B. All Contractor personnel are expected to observe proper conduct on the job site. Indecent language, acts or dress will not be tolerated. Shirts are required at all times. Anyone guilty of such violations will be immediately removed from the property.

C. The Contractor is reminded that no food or canteen type items will be available to construction personnel through the NCDAC.

D. Contractor is reminded that any dealings with the media or press while on site shall be approved or otherwise addressed by the NCDAC representative or his designee.

E. Noise must be kept minimal or as reasonably achievable.

F. Contraband - The Contractor is instructed that it is a violation of North Carolina law to allow any person to bring firearms, alcoholic beverages of any type, or drugs other than those prescribed by a doctor onto the premises including the parking lot of a NCDAC property.

G. Inmate Fraternization - The Contractor is instructed that no construction personnel are to communicate in any way with inmate personnel of the facility. Construction personnel are also requested to remain within the construction area at all times during working hours. Communication with inmate personnel" shall include but not be limited to the following:
   1. Borrowing from or lending anything to an offender
   2. Accept any gift/personal service from an offender, unless authorized by law, or give gifts or personal service
   3. Tip an offender

4. Sell or give any offender any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician and approval of the Superintendent or designee
5. Convey to or from an offender any letters or oral messages or any instrument or weapon by which to affect an escape, or that will aid in an assault or riot
6. Trade with an offender for clothing or stolen goods
7. Sell to an offender any article forbidden by Division of Prisons
8. Use abusive, indecent or profane language, or profane gestures, in the presence of an offender
9. Curse an offender
10. Knowingly make or maintain contact with or in any way associate with a member of an offender's family or close associates, unless duties so require or authorization to do so have been obtained by the Division Director or designee
11. Engage in sexual relations of any kind with an offender
12. Knowingly enter into a business relationship with an offender or their family member of close associate

H. Smoking - Smoking is prohibited on the campus of any NCDAC facility.

I. Tool Control - The Contractor will be responsible for control and accountability of all of his tools, equipment, and materials of construction.
1. As few tools as possible to accomplish the required work should be brought into the NCDAC facility.
2. Some of the Contractor's tools may be subject to special restrictions such as all cordless powder activated tools and tools classified by the NCDAC as ***hazardous or Class "A"***. The Contractor should control those tools carefully, and account for them daily, and remove them, or secure them to the satisfaction of the NCDAC Representative at the end of each working day.
    a. Class "A" tools are tools that can be used by inmates either in effecting an escape or in causing serious injury or death to either staff, visitors, or other inmates and include, but are not limited to:
        1) Ladders
        2) Jacks
        3) Hacksaw Blades
        4) Pipe Wrenches
        5) Knives
        6) Metal Cutting Equipment
        7) Wire Cutters
        8) Files
        9) Cutting Torches and Cutting Tips
        10) Pipe Cutters and Bolt Cutters
        11) Axes/Emery Wheels and Drill Bits
        12) Portable Grinders or Similar Machines
3. The NCDAC reserves the right to request all tools be removed at the completion of each workday. A list of tools classified as hazardous or Class A is attached See the NCDAC site representative for further requirements.

J. Photography - The Contractor so desiring may take progress pictures of construction; however, the Contractor is warned that to photograph an inmate of a correctional facility without permission is a violation of North Carolina law.

K. Vehicle Keys - Vehicle keys for Contractor's vehicles parked within the facility shall be housed at the Gate House or officer station at the entrance or area designated by the NCDAC representative. Vehicles or equipment frequently moved within the facility for the performance of work shall have the keys stored at an approved location under NCDAC Custody control when the vehicle is not in use.

1.5 WORKING HOURS

A. A definite consistent time pattern of working days and hours is to be established and agreed upon between the Contractor and the NCDAC facility consistent with the contract. In the event that a job condition requires a variation of these hours on a day-to-day basis, or work on a weekend, it is requested that the Contractor notify the NCDAC site representative of the necessary change in working hours as far in advance as practical. The NCDAC reserves the right to deny a variation of the standard work hours and especially a Contractor's request to work on a weekend may be subject to be denied.

1.6 USE OF PROPERTY

A. The site is to be organized and debris minimized. It is important that all construction debris be controlled and kept from any area accessible to an inmate unless it is under direct and constant observation. Any spills of chemicals or fuel by the Contractor will be his to clean and properly dispose of. The Contractor is required to report any spills to the NCDAC.

B. The Contractor shall notify the NCDAC of any hazardous materials / chemicals to be brought on site.

C. Storage and Staging Areas - On-site storage is limited and shall be allocated, and approved by the NCDAC Site representative at the beginning of the job.
   1. The Contractor shall use extreme caution when moving equipment in or out of the project site and buildings and shall coordinate these activities with the NCDAC Site Representative.
   2. Absolutely no shipments of materials, etc., will be received or cared for by any NCDAC personnel at the facility. Shipments coming into the site after working hours will not be received and will be sent back for delivery the next working day.

D. Existing Drives, Parking, and Roadways - The driveways and roadways around the property are not to be blocked completely at any time during the course of the project. Keep streets clean, free of mud and debris on a timely basis. Any blockage of streets or roadways is to be coordinated with the NCDAC.
   1. Unless otherwise addressed by an approved contract, damage to sidewalks, driveways, or other conveyance, and underground utilities, will be the responsibility of the Contractor to repair.
   2. A specific parking area will be set aside for the construction personnel and the Contractor must assist in enforcing that all construction personnel park within this area. All vehicles must be locked at all times and no keys left in any vehicle at any time.

E. Toilet Facilities - The Contractor and the NCDAC representative will establish appropriate restroom usage protocol for the contractor’s staff while on site.

F. Utility Disruptions - Site emergency water cut-off locations are available upon request. Utility disruptions required by the job shall be coordinated with the NCDAC before the disruption at least 48 hours in advance. Special circumstances may require this notification to be extended.
   1. The Contractor is responsible for the repair of any utility or service disturbed or disconnected.
   2. Restoration of utility service is expected within the same day unless alternate arrangements have been accepted by the NCDAC.

G. Temporary Controls - The Contractor will use orange mesh fencing or other approved means to segregate and control the work area.

PART 2 - PRODUCTS

PART 3 - EXECUTION

Signature Page (See Article1.2.B)

SIGNATURES: To be signed after reading, or receiving an explanation, of the above security rules. (Note 1.):

Contractor Supervisor: _____ **Date:** _____

Crew Member: _____ **Date:** _____

Crew Member: _____ **Date:** _____

Crew Member: _____ **Date:** _____

Crew Member: _____ **Date:** _____

Crew Member: _____ **Date:** _____

Crew Member: _____ **Date:** _____

Crew Member: _____ **Date:** _____

Crew Member: _____ **Date:** _____

Notes:

1. Required for Contractor and their Subcontractor's supervision and employees who enter the NCDAC facility. Copy this signature sheet as required.

END OF SECTION 01 1100

NC Department of Adult Correction
PROTECTION • INNOVATION
REHABILITATION

NC Department of Public Safety
Criminal History Record Check

Section I *(To be completed by Manager or designee)*

Division _____ Section _____

Manager Name _____ Phone # _____

Purpose: ☐ Employment ☐ Intern ☐ Investigation ☐ Volunteer

Section II *(Completed by Applicant/Employee)*

Information is used for criminal history verification purposes. Only authorized employees and hiring authorities have access to submitted information.

Full Name Last _____ First _____ Middle _____

Maiden _____ ALL previously used last names _____

Race/Ethnic Origin _____ Description of "Other" _____

Date of Birth _____ Full SSN _____ Driver's License State _____ Number _____

Place of Birth City _____ State _____ High School City _____ State _____

○ Female ○ Male Height Feet ____ Inches ____ Weight ____ Color of Hair _____ Eyes _____

List/describe all scars/tattoos/marks *(If none, enter N/A)*

_____

Have you ever been employed by NCDPS/Division of *(Check all that apply and complete items below)*: ☐ AC/JJ ☐ Admin. ☐ LE

☐ No ☐ Yes If "Yes," enter dates: Start _____ End _____

☐ No ☐ Yes If "Yes," enter dates: Start _____ End _____

NOTE: Enter **CURRENT ADDRESS** in the first line of the table below. If you have lived at your "Current Address" for less than five (5) years, you **must** enter all previous addresses to cover a minimum of five (5) years. If additional space is required, enter the information on the back of this form.

Street	City	State	Zip	County

I verify that the information provided is true, accurate and complete to the best of my knowledge.

Signature _____ **Date** _____

Section III *(DCI Operator Use Only)*

Date of Request _____

○ Clean Record - No convictions / No traffic violations

○ Clean Record other than Minor traffic violations *(list below).*

Possible Record ○ Pending ○ Unserved ○ Disposed

SID # _____ FBI# _____

DCI Operator's Name _____ Date DCI Completed _____

SECTION 01 2500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:
   1. Section 01 6000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

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

1.3 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
      b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
      c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
      d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
      e. Samples, where applicable or requested.
      f. Certificates and qualification data, where applicable or requested.
      g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
      h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
      i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
      j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be

provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

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

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

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

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

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.

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

1.4 QUALITY ASSURANCE

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

1.5 PROCEDURES

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

1.6 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.

b. Substitution request is fully documented and properly submitted.

c. Requested substitution will not adversely affect Contractor's construction schedule.

d. Requested substitution has received necessary approvals of authorities having jurisdiction.

e. Requested substitution is compatible with other portions of the Work.

f. Requested substitution has been coordinated with other portions of the Work.

g. Requested substitution provides specified warranty.

h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

PART 2 - EXECUTION (Not Used)

END OF SECTION 01 2500

SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions (ASI) authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included in Project Manual or the Architect's office standard if not included.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
   1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
   2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

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

6. Comply with requirements in Section 01 2500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, the Architect will issue a Change Order through InterScope+ for approval by the Contractor, the Owner, and the SCO. The final Change Order will be on the Change Order Form included in Project Manual or on the NC SCO Website if not included. All Change Orders are processed through the SCO InterScope+ system.

1.5 CONSTRUCTION FIELD ORDER

A. Construction Field Order: Architect may issue a Construction Field Order. Construction Field Order instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
   1. Construction Field Orders contain a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time. Form of Construction Field Order shall be as included in the Project Manual or on the NC SCO Website if not included.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Field Order.
   1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2600

SECTION 01 2900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

B. ***NCDAC may secure the Work of this contract under several project delivery methods. If the Owner Representative is designated during the Pre-Bid Conference as a Project Manager (Internal Design), the Payment Applications and Schedule of Values shall be submitted to that assigned Project Manager. Otherwise, these documents shall be submitted to the Architect.***

C. Use forms listed herein. Should the forms not be listed by name, use either the forms contained in this project manual or on the NC SCO website. If the forms are neither listed herein or contained in this manual, use forms that are required by the State of North Carolina State Construction Office.

1.2 SCHEDULE OF VALUES

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

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one-line item for each Specification Section.
   1. Arrange schedule of values consistent with format of AIA Document G703.
   2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
   3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
      a. Differentiate between items stored on-site and items stored off-site.
   4. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
   5. Closeout Costs: Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
   6. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Field Order result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Field Order.

1.3 APPLICATIONS FOR PAYMENT

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

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

C. Payment Application Times: Submit Application for Payment to Architect by the fifth (5th) of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
   1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

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

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

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

G. State of North Carolina County Sales and Use Tax Report: With each Application for Payment, submit both the Summary Totals and Certification Sheet and the back-up Sales and Use Tax Detail Sheet. Use the form at the end of this Section or, if not located at the end of this Section, that is available on the SCO website.

H. Waivers of Mechanic's Lien: With the Final Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
   1. Submit waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
   2. When an application shows completion of an item, submit conditional final or full waivers.
   3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
   4. Submit final Application for Payment with conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
   5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
   1. List of subcontractors.
   2. Schedule of values.
   3. Contractor's construction schedule (preliminary if not final).
   4. Products list (preliminary if not final).
   5. Schedule of unit prices if unit prices are used.

6. Submittal schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of building permits.
10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
11. Initial progress report.
12. Report of preconstruction conference.
13. Documentation required under Section 01 1100 Security Requirements.

J. Application for Payment at Final Completion: Submit an Application for Payment showing 100 percent completion for portion of the Work claimed as complete.
1. Include documentation supporting claim that the Work is complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Beneficial Occupancies issued previously for Owner occupancy of designated portions of the Work.
3. Evidence of completion of Project closeout requirements.
4. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
5. Updated final statement, accounting for final changes to the Contract Sum.
6. Contractor’s Affidavit of Payment of Debts and Claims – SCO Form. Form is at the end of this section or as located on the SCO Website.
7. Affidavit of Release of Lien – SCO Form. Form is at the end of this section or as located on the SCO Website.
8. Consent of Surety for Final Payment when Performance and Payment Bonds have been provided - SCO Form. Form is at the end of this section or as located on the SCO Website.
9. Evidence that claims have been settled.
10. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Final Acceptance or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
11. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2900

SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. General coordination procedures.
   2. Coordination drawings.
   3. RFIs.
   4. Digital project management procedures.
   5. Project meetings.

B. Related Requirements:
   1. Section 01 7300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

C. Project Managers
   1. The North Carolina Department of Adult Correction Central Engineering frequently uses in-house staff – Project Managers - to manage projects. These managers serve as expediters and facilitate communications and processes during all phases of a project. When a Project Manager is assigned to a project, the contractor will be notified prior to bidding and all correspondence and project related issues must be conducted through that assigned Project Manager.

1.2 DEFINITIONS

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

1.3 INFORMATIONAL SUBMITTALS

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

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

1.5 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
   1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
      a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
      b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect (through the Project Manager when applicable) indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
   1. File Preparation Format: DWG, operating in Microsoft Windows operating system.
   2. File Submittal Format: Submit or post coordination drawing files using PDF format.
   3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
      a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
      b. Digital Data Software Program: Drawings are available in Bluebeam Revu.
      c. Contractor shall execute a data licensing agreement in the form of AIA Document C106.

1.6 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
   1. Architect will return without response those RFIs submitted to Architect (through the Project Manager when applicable) by other entities controlled by Contractor.
   2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
   1. Project name.
   2. Project number.
   3. Date.
   4. Name of Contractor.
   5. Name of Architect.
   6. RFI number, numbered sequentially.
   7. RFI subject.
   8. Specification Section number and title and related paragraphs, as appropriate.
   9. Drawing number and detail references, as appropriate.
   10. Field dimensions and conditions, as appropriate.
   11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   12. Contractor's signature.

13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. RFI Forms: Form bound in Project Manual or as approved by the Architect if not bound herein .

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect (through the Project Manager when applicable) after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for approval of Contractor's means and methods.
   d. Requests for coordination information already indicated in the Contract Documents.
   e. Requests for adjustments in the Contract Time or the Contract Sum.
   f. Requests for interpretation of Architect's actions on submittals.
   g. Incomplete RFIs or inaccurately prepared RFIs.
2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect (through the Project Manager when applicable) of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 2600 "Contract Modification Procedures."
   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect (through the Project Manager when applicable) in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

F. On receipt of Architect's action (through the Project Manager when applicable) , update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect (through the Project Manager as appropriate) within seven days if Contractor disagrees with response.

1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

A. Architect's Data Files Not Available: Architect will not provide Architect's CAD drawing digital data files for Contractor's use during construction. However, the Contractor may obtain .PDF files for use as described below.
1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
3. Digital Drawing Software Program: Contract Drawings are available in Bluebeam Revu format.

B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
   1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
   2. Name file with submittal number or other unique identifier, including revision identifier.
   3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.8 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

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

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

C. Sustainable Design Requirements Coordination Conference (when applicable): Owner will schedule and conduct a sustainable design coordination conference before starting construction, at a time convenient to Owner, Architect, and Contractor.
   1. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, Project Manager (when applicable) and their consultants; Contractor and its superintendent and sustainable design coordinator; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
   2. Agenda: Discuss items of significance that could affect meeting sustainable design requirements, including the following:
      a. Sustainable design Project checklist.
      b. General requirements for sustainable design-related procurement and documentation.
      c. Project closeout requirements and sustainable design certification procedures.
      d. Role of sustainable design coordinator.
      e. Construction waste management.
      f. Construction operations and sustainable design requirements and restrictions.
   3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

D. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
   1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect (through the Project Manager when applicable) of scheduled meeting dates.
   2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
      a. Contract Documents.
      b. Options.
      c. Related RFIs.
      d. Related Change Orders.
      e. Purchases.
      f. Deliveries.
      g. Submittals.
      h. Sustainable design requirements.
      i. Review of mockups.
      j. Possible conflicts.
      k. Compatibility requirements.
      l. Time schedules.
      m. Weather limitations.
      n. Manufacturer's written instructions.
      o. Warranty requirements.
      p. Compatibility of materials.
      q. Acceptability of substrates.
      r. Temporary facilities and controls.
      s. Space and access limitations.
      t. Regulations of authorities having jurisdiction.
      u. Testing and inspecting requirements.
      v. Installation procedures.
      w. Coordination with other work.

x. Required performance results.
y. Protection of adjacent work.
z. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

E. Progress Meetings: Conduct progress meetings at regular intervals but not less than once per month.
1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
1) Review schedule for next period.
b. Review present and future needs of each entity present, including the following:
1) Interface requirements.
2) Sequence of operations.
3) Security requirements.
4) Resolution of component conflicts.
5) Status of submittals.
6) Status of sustainable design documentation.
7) Deliveries.
8) Off-site fabrication.
9) Access.
10) Site use.
11) Temporary facilities and controls.
12) Progress cleaning.
13) Quality and work standards.
14) Status of correction of deficient items.
15) Field observations.
16) Status of RFIs.
17) Status of Proposal Requests.
18) Pending changes.
19) Status of Change Orders.
20) Pending claims and disputes.
21) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or

recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3100

SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

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

B. Related Requirements:
   1. Section 01 1100 "Security Requirements" for additional requirements.

1.2 DEFINITIONS

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

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

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

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

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

1.3 INFORMATIONAL SUBMITTALS

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

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

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

D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
   1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
   2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
   3. Total Float Report: List of activities sorted in ascending order of total float.

E. Construction Schedule Updating Reports: Submit with Applications for Payment.

F. Daily Construction Reports: Submit at weekly intervals.

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

1.4 COORDINATION

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

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. For construction contracts $450,000.00 and above, the Construction Schedule shall be a CPM Schedule. For construction contracts less than $450,000.00, the Construction Schedule shall either be a Bare/Gantt Chart Type Schedule or a CPM-Type Schedule at Contractor’s option.

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

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

D. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
   1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
   2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
   3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 3300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
   4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.

5. Commissioning Time: Include no fewer than 15 days for commissioning.
6. Beneficial Occupancy: In cases where Beneficial Occupancy is required by the Owner, indicate completion in advance of date established for Beneficial Occupancy, and allow time for Architect's/Project Manager's administrative procedures necessary for Beneficial Occupancy.
7. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and Final Completion.

E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
   1. Phasing: Arrange list of activities on schedule by phase.
   2. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 1000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
   3. Work Restrictions: Show the effect of the following items on the schedule. Carefully coordinate with Section 01 1100 "Security Requirements" for access to, and use of, the facilities:
      a. Coordination with existing construction.
      b. Limitations of continued occupancies.
      c. Uninterruptible services.
      d. Partial occupancy before Final Completion (Beneficial Occupancy).
      e. Use-of-premises restrictions.
      f. Provisions for future construction.
      g. Seasonal variations.
      h. Environmental control.

F. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Beneficial Occupancy, and Final Completion.

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

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

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

J. Distribution: Distribute copies of approved schedule to Architect/Project Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
   1. Post copies in Project meeting rooms and temporary field offices.
   2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.6 BAR/GANTT CHART SCHEDULE REQUIREMENTS

A. Bar/Gantt Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 15 days of date established for the Notice to Proceed.

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

1.7 CPM SCHEDULE REQUIREMENTS

A. General: Prepare network diagrams using AON (activity-on-node) format.

B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice of Award. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

C. CPM Schedule: Prepare Contractor's Construction Schedule using a time-scaled CPM network analysis diagram for the Work.
   1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 15 days after date established for the Notice to Proceed.
      a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.
   2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
   3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
   4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.

D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
   1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
      a. Preparation and processing of submittals.
      b. Mobilization and demobilization.
      c. Purchase of materials.
      d. Delivery.
      e. Fabrication.
      f. Utility interruptions.

g. Installation.
h. Work by Owner that may affect or be affected by Contractor's activities.
i. Testing and inspection.
j. Commissioning.
k. Punch list and final completion.
l. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
   a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.

F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Main events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with the schedule of values).

G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
   a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.

b. Submit value summary printouts one week before each regularly scheduled progress meeting.

1.8 REPORTS

A. Coordinate requirement in this Article with any additional requirement contained in Section 01 1100 “Security Requirements.”

B. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Field Orders received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.

A. Weekly Construction Progress Report: Prepare a weekly construction progress report recording the following information at a minimum and submit it at the end of each week:

1. Progress of the work over the week listing items of work performed.
2. The percent complete of construction.
3. Projected work summary for the upcoming week.
4. Any issues that require guidance from the Designer or the Owner.
5. Photographic documentation of the progress of the work in sufficient detail to reflect the stated percentage completeness of the work.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3200

SECTION 01 3300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

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

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

1.3 SUBMITTAL SCHEDULE

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

1.4 SUBMITTAL FORMATS

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

B. Options: ***Identify options requiring selection by Architect***.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number followed by the name of the specification section.

1.5 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
   1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect or as ***SCO ID # - Specification Section # - Three-word description of the content of the submittal***.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
   3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
   4. Note that the product data portion of all submittals, when submitted concurrently with samples that require a finish selection, will be returned with the appropriate Action stamp but the exact finish selection will not be made and forwarded until all samples requiring a finish selection are obtained, reviewed, and the selections are coordinated. The Contractor is responsible for timely submission to ensure this process is completed in adequate time to ensure that all materials are obtained in adequate time to incorporate into the Work and not delay the project schedule.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
   1. Initial Review: Allow 15 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
   2. Resubmittal Review: Allow 15 calendar days for review of each resubmittal.
   3. Please note that these processing times do not necessarily include processing time required by the NC SCO for submittals requiring NC SCO review. These submittals typically include any delegated design. Allow 22 calendar days for the initial and resubmittal reviews.

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

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

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

1.6 SUBMITTAL REQUIREMENTS

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

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal is based on Architect's digital data drawing files is otherwise permitted. The contractor must provide a signed Electronic Release Form obtained from Central Engineering or the design professional as appropriate to utilize electronic files.
   1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
      a. Identification of products.
      b. Schedules.
      c. Compliance with specified standards.
      d. Notation of coordination requirements.
      e. Notation of dimensions established by field measurement.
      f. Relationship and attachment to adjoining construction clearly indicated.
      g. Seal and signature of professional engineer if specified.

C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials. ***Samples are required to be submitted by physical samples and not PDF electronic files***.
   1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
   2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
      a. Project name and submittal number.
      b. Generic description of Sample.
      c. Product name and name of manufacturer.
      d. Sample source.
      e. Number and title of applicable Specification Section.
      f. Specification paragraph number and generic name of each item.

3. Paper Transmittal: Include paper transmittal including complete submittal information indicated.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    a. Number of Samples: Submit three sets of Samples. Architect will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
        1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
        2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.

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

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

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

4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

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

1.7 DELEGATED-DESIGN SERVICES

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

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

1.8 CONTRACTOR'S REVIEW

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

B. **Contractor's Approval**: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
   1. Architect ***will not review*** submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required.
   1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.

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

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

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3300

SECTION 01 3516 - ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes special procedures for alteration work.

1.2 DEFINITIONS

A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.

B. Consolidate: To strengthen loose or deteriorated materials in place.

C. Design Reference Sample: A sample that represents the Architect's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.

D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.

F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.

G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.

H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.

I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.

J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.

K. Retain: To keep existing items that are not to be removed or dismantled.

L. Strip: To remove existing finish down to base material unless otherwise indicated.

1.3 PROJECT MEETINGS FOR ALTERATION WORK

A. Preliminary Conference for Alteration Work: Before starting alteration work, conduct conference at Project site.
   1. Attendees: In addition to representatives of Owner, Architect, and Contractor, testing service representative, and chemical-cleaner manufacturer(s) shall be represented at the meeting.
   2. Agenda: Discuss items of significance that could affect progress of alteration work, including review of the following:

a. Fire-prevention plan.
b. Governing regulations.
c. Areas where existing construction is to remain and the required protection.
d. Hauling routes.
e. Sequence of alteration work operations.
f. Storage, protection, and accounting for salvaged and specially fabricated items.
g. Existing conditions, staging, and structural loading limitations of areas where materials are stored.

3. Reporting: Record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.

B. Coordination Meetings: Conduct coordination meetings specifically for alteration work at monthly intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of alteration work. Include topics for discussion as appropriate to status of Project.
2. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.4 MATERIALS OWNERSHIP

A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

1.5 INFORMATIONAL SUBMITTALS

A. Alteration Work Program: Submit 30 days before work begins.

B. Fire-Prevention Plan: Submit 30 days before work begins.

1.6 QUALITY ASSURANCE

A. Title X Requirement: Each firm conducting activities that disturb painted surfaces shall be a "Lead-Safe Certified Firm" according to 40 CFR 745, Subpart E, and use only workers that are trained in lead-safe work practices.

B. Alteration Work Program: Prepare a written plan for alteration work for whole Project, including each phase or process and protection of surrounding materials during operations. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project alteration work program with specific requirements of programs required in other alteration work Sections.
1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.

C. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.

D. Safety and Health Standard: Comply with ANSI/ASSE A10.6.

1.7 STORAGE AND HANDLING OF SALVAGED MATERIALS

A. Salvaged Materials:
   1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.
   2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
   3. Store items in a secure area until delivery to Owner.
   4. Transport items to Owner's storage area on-site.
   5. Protect items from damage during transport and storage.

B. Salvaged Materials for Reinstallation:
   1. Repair and clean items for reuse as indicated.
   2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
   3. Protect items from damage during transport and storage.
   4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.

C. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.

D. Storage: Catalog and store items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.
   1. Identify each item for reinstallation with a nonpermanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
   2. Secure stored materials to protect from theft.
   3. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F or more above the dew point.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.
   1. Use only proven protection methods, appropriate to each area and surface being protected.
   2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
   3. Erect temporary barriers to form and maintain fire-egress routes.
   4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
   5. Contain dust and debris generated by alteration work and prevent it from reaching the public or adjacent surfaces.
   6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.

7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
8. Provide supplemental sound-control treatment to isolate demolition work from other areas of the building.

B. Temporary Protection of Materials to Remain:
1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.

C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

D. Utility and Communications Services:
1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
3. Maintain existing services unless otherwise indicated; keep in service and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.
1. Prevent solids such as adhesive or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from alteration work.
2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

F. Existing Roofing: Prior to the start of work in an area, install roofing protection as appropriate to prevent damage to existing roof materials.

3.2 PROTECTION FROM FIRE

A. General: Follow fire-prevention plan and the following:
1. Comply with NFPA 241 requirements unless otherwise indicated.
2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
a. If combustible material cannot be removed, provide fire blankets to cover such materials.

B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:
1. Obtain Owner's approval for operations involving use of open-flame or welding or other high-heat equipment. Use of open-flame equipment is not permitted. Notify Owner at least 72 hours before each occurrence, indicating location of such work.
2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.

3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:
    a. Train each fire watch in the proper operation of fire-control equipment and alarms.
    b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.
    c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
    d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work in each area to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
    e. Maintain fire-watch personnel at each area of Project site until 60 minutes after conclusion of daily work.

C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.

D. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.
    1. Remove temporary guards at the end of work shifts, whenever operations are paused, and when nearby work is complete.

3.3 PROTECTION DURING APPLICATION OF CHEMICALS

A. Protect motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.

B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in alteration work program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.

C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.

D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.

E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

3.4 GENERAL ALTERATION WORK

A. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs or video recordings.

B. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.

C. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
   1. Do not proceed with the work in question until directed by Architect.

END OF SECTION 01 3516

SECTION 01 4000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

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

B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
   2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, Commissioning Authority, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

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

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

C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
   1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

D. Mockups: Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
   1. Laboratory Mockups: Full-size physical assemblies constructed and tested at testing facility to verify performance characteristics.
   2. Integrated Exterior Mockups: Mockups of the exterior envelope constructed on-site as freestanding temporary built elements, consisting of multiple products, assemblies, and subassemblies.
   3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes; doors; windows; millwork; casework; specialties; furnishings and equipment; and lighting.

E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

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

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

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

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

1.3 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1.4 CONFLICTING REQUIREMENTS

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

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

C. All work shall be in strict compliance with all governing building codes and standards.

1.5 ACTION SUBMITTALS

A. Delegated-Design Services Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in

compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.6 INFORMATIONAL SUBMITTALS

A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
   1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
   2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.

B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

C. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.7 REPORTS AND DOCUMENTS

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

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

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Statement that equipment complies with requirements.
2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
3. Other required items indicated in individual Specification Sections.

1.8 QUALITY ASSURANCE

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

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

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

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

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

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

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

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

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
    a. Provide test specimens representative of proposed products and construction.
    b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    d. When testing is complete, remove test specimens and test assemblies, and mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and Commissioning Authority, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups of size indicated.
2. Build mockups in location indicated or, if not indicated, as directed by Architect.
3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
4. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed to perform same tasks during the construction at Project.
5. Demonstrate the proposed range of aesthetic effects and workmanship.
6. Obtain Architect's approval of mockups before starting corresponding work, fabrication, or construction.
    a. Allow seven days for initial review and each re-review of each mockup.
7. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
8. Demolish and remove mockups when directed unless otherwise indicated.

L. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

1.9 QUALITY CONTROL

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

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are the Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
1. Engage a qualified testing agency to perform quality-control services.
    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

4. Testing and inspection requested by Contractor and not required by the Contract Documents are the Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

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

D. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority (when applicable) and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, Commissioning Authority (when applicable), and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform duties of Contractor.

E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 3300 "Submittal Procedures."

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

G. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
6. Security and protection for samples and for testing and inspection equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.10 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: The Owner will engage a qualified testing agency special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in the Statement of Special Inspections attached (or as required by the NC Building Code if not attached) to this Section, and as follows:
   1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
   2. Notifying Architect, Commissioning Authority (when applicable), and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
   3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect and Commissioning Authority (when applicable) with copy to Contractor and to authorities having jurisdiction.
   4. Submitting a final report of special tests and inspections at Final Completion, which includes a list of unresolved deficiencies.
   5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
   6. Retesting and re-inspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

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

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's, Commissioning Authority's (when applicable), reference during normal working hours.
   1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 7300 "Execution."

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

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

END OF SECTION 01 4000

SECTION 01 4200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
   1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.
34. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AWEA - American Wind Energy Association; www.awea.org.
38. AWI - Architectural Woodwork Institute; www.awinet.org.

39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
40. AWPA - American Wood Protection Association; www.awpa.com.
41. AWS - American Welding Society; www.aws.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
45. BICSI - BICSI, Inc.; www.bicsi.org.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CE - Conformite Europeenne; http://ec.europa.eu/growth/single-market/ce-marking/.
51. CEA - Canadian Electricity Association; www.electricity.ca.
52. CEA - Consumer Electronics Association; www.ce.org.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.pbmdf.com.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - CSA Group; www.csagroup.com.
65. CSA - CSA International; www.csa-international.org.
66. CSI - Construction Specifications Institute (The); www.csinet.org.
67. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
71. DHI - Door and Hardware Institute; www.dhi.org.
72. ECA - Electronic Components Association; (See ECIA).
73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. ECIA - Electronic Components Industry Association; www.eciaonline.org.
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; www.eima.com.
77. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
78. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); www.intertek.com.
81. EVO - Efficiency Valuation Organization; www.evo-world.org.
82. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
85. FM Approvals - FM Approvals LLC; www.fmglobal.com.
86. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
87. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridaroof.com.

88. FSA - Fluid Sealing Association; www.fluidsealing.com.
89. FSC - Forest Stewardship Council U.S.; www.fscus.org.
90. GA - Gypsum Association; www.gypsum.org.
91. GANA - Glass Association of North America; www.glasswebsite.com.
92. GS - Green Seal; www.greenseal.org.
93. HI - Hydraulic Institute; www.pumps.org.
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
97. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
98. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
99. IAS - International Accreditation Service; www.iasonline.org.
100. ICBO - International Conference of Building Officials; (See ICC).
101. ICC - International Code Council; www.iccsafe.org.
102. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
103. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
104. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
105. IEC - International Electrotechnical Commission; www.iec.ch.
106. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
107. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
108. IESNA - Illuminating Engineering Society of North America; (See IES).
109. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
110. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
111. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
112. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
113. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
114. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
115. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
116. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
117. ISO - International Organization for Standardization; www.iso.org.
118. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
119. ITU - International Telecommunication Union; www.itu.int/home.
120. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
121. LMA - Laminating Materials Association; (See CPA).
122. LPI - Lightning Protection Institute; www.lightning.org.
123. MBMA - Metal Building Manufacturers Association; www.mbma.com.
124. MCA - Metal Construction Association; www.metalconstruction.org.
125. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
126. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
127. MHIA - Material Handling Industry of America; www.mhia.org.
128. MIA - Marble Institute of America; www.marble-institute.com.
129. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
130. MPI - Master Painters Institute; www.paintinfo.com.
131. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
132. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
133. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
134. NADCA - National Air Duct Cleaners Association; www.nadca.com.

135. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
136. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
137. NBI - New Buildings Institute; www.newbuildings.org.
138. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
139. NCMA - National Concrete Masonry Association; www.ncma.org.
140. NEBB - National Environmental Balancing Bureau; www.nebb.org.
141. NECA - National Electrical Contractors Association; www.necanet.org.
142. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
143. NEMA - National Electrical Manufacturers Association; www.nema.org.
144. NETA - InterNational Electrical Testing Association; www.netaworld.org.
145. NFHS - National Federation of State High School Associations; www.nfhs.org.
146. NFPA - National Fire Protection Association; www.nfpa.org.
147. NFPA - NFPA International; (See NFPA).
148. NFRC - National Fenestration Rating Council; www.nfrc.org.
149. NHLA - National Hardwood Lumber Association; www.nhla.com.
150. NLGA - National Lumber Grades Authority; www.nlga.org.
151. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
152. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
153. NRCA - National Roofing Contractors Association; www.nrca.net.
154. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
155. NSF - NSF International; www.nsf.org.
156. NSPE - National Society of Professional Engineers; www.nspe.org.
157. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
158. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
159. NWFA - National Wood Flooring Association; www.nwfa.org.
160. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
161. PDI - Plumbing & Drainage Institute; www.pdionline.org.
162. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
163. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
164. RFCI - Resilient Floor Covering Institute; www.rfci.com.
165. RIS - Redwood Inspection Service; www.redwoodinspection.com.
166. SAE - SAE International; www.sae.org.
167. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
168. SDI - Steel Deck Institute; www.sdi.org.
169. SDI - Steel Door Institute; www.steeldoor.org.
170. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
171. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
172. SIA - Security Industry Association; www.siaonline.org.
173. SJI - Steel Joist Institute; www.steeljoist.org.
174. SMA - Screen Manufacturers Association; www.smainfo.org.
175. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
176. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
177. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
178. SPIB - Southern Pine Inspection Bureau; www.spib.org.
179. SPRI - Single Ply Roofing Industry; www.spri.org.
180. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
181. SSINA - Specialty Steel Industry of North America; www.ssina.com.
182. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
183. STI - Steel Tank Institute; www.steeltank.com.
184. SWI - Steel Window Institute; www.steelwindows.com.
185. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
186. TCA - Tilt-Up Concrete Association; www.tilt-up.org.

187. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
188. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
189. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
190. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
191. TMS - The Masonry Society; www.masonrysociety.org.
192. TPI - Truss Plate Institute; www.tpinst.org.
193. TPI - Turfgrass Producers International; www.turfgrasssod.org.
194. TRI - Tile Roofing Institute; www.tileroofing.org.
195. UL - Underwriters Laboratories Inc.; www.ul.com.
196. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
197. USAV - USA Volleyball; www.usavolleyball.org.
198. USGBC - U.S. Green Building Council; www.usgbc.org.
199. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
200. WA - Wallcoverings Association; www.wallcoverings.org.
201. WASTEC - Waste Equipment Technology Association; www.wastec.org.
202. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
203. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
204. WDMA - Window & Door Manufacturers Association; www.wdma.com.
205. WI - Woodwork Institute; www.wicnet.org.
206. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
207. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
   1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
   2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
   3. ICC - International Code Council; www.iccsafe.org.
   4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
   1. COE - Army Corps of Engineers; www.usace.army.mil.
   2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
   3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
   4. DOD - Department of Defense; www.quicksearch.dla.mil.
   5. DOE - Department of Energy; www.energy.gov.
   6. EPA - Environmental Protection Agency; www.epa.gov.
   7. FAA - Federal Aviation Administration; www.faa.gov.
   8. FG - Federal Government Publications; www.gpo.gov/fdsys.
   9. GSA - General Services Administration; www.gsa.gov.
   10. HUD - Department of Housing and Urban Development; www.hud.gov.
   11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
   12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
   13. SD - Department of State; www.state.gov.
   14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.

15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
    a. Available from Defense Standardization Program; www.dsp.dla.mil.
    b. Available from General Services Administration; www.gsa.gov.
    c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. NC SCO; North Carolina State Construction Office; https://ncadmin.nc.gov/businesses/construction
7. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
8. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 4200

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:
1. Section 01 1000 "Summary" for work restrictions and limitations on utility interruptions.
2. Section 01 1100 “Security Requirements” Requirements for use of property during construction and special provisions for conduct and utility interruptions.

1.2 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated in other Sections. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, testing agencies, and authorities having jurisdiction.

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

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use **without metering and without payment of use charges**. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

A. Field Offices, General: If needed for the project or if designated in other Sections, use prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Common-Use Field Office: If needed for the project or if designated in other Sections, the Field Office shall be of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
   1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
   2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot-square tack and marker boards.
   3. Drinking water and private toilet.
   4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
   5. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
   1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
   2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction and marked for intended location and application.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

B. Work closely with the institution to determine the location of temporary facilities, separation of construction operations from the existing institution including fencing, site access protocols, etc.

3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.
   1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
   1. Connect temporary sewers to municipal system or private system indicated as directed by authorities having jurisdiction.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

E. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
   1. Install electric power service overhead unless otherwise indicated.

H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
   1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.4 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:
   1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E136. Comply with NFPA 241.
   2. Maintain support facilities until Architect schedules Final Completion inspection. Remove before Final Inspection. Personnel remaining after Final Inspection will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as required and as agreed upon at a Pre-Construction Meeting. See Section 01 1100.
   1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
   1. Protect existing site improvements to remain including curbs, pavement, and utilities.

2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking: Provide temporary or use designated areas of Owner's existing parking areas for construction personnel as agreed upon at the Pre-Construction Meeting. See Section 01 1100.

E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 7300 "Execution."

G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

H. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

D. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

E. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
3. Provide walk-off mats at each entrance through temporary partition.

F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses as required for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.
   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Final Acceptance.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than the Final Inspection. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are property of Contractor. Prior to the Final Inspection, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 7700 "Closeout Procedures."

END OF SECTION 01 5000

SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

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

B. Related Requirements:
   1. Section 01 2500 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

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

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

1.3 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

B. Coordinate with the requirements of Section 01 11100 “Security Requirements” and the security requirements at the institution.

C. Delivery and Handling:
   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

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

1.5 PRODUCT WARRANTIES

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

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

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:
   1. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
      a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: …"
   2. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, which complies with requirements.
      a. Non-limited list of products is indicated by the phrase: "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: …"
   3. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
      a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: …"
   4. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, which complies with requirements.
      a. Non-limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: …"
   5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
      a. For approval of products by unnamed manufacturers, comply with requirements in Section 01 2500 "Substitution Procedures."

C. Visual Matching Specification: Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
   1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 2500 "Substitution Procedures" for proposal of product.

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

2.2 COMPARABLE PRODUCTS

A. Conditions for meeting the parameters of Comparable Products: Comparable Products must be comparable in every way to the “Basis-of-Design” product as evidenced by testing and

product data as determined when reviewed by the Architect. The burden of proof of being comparable is on the Contractor. If the architect determines that the product is not comparable and/or if the following conditions are not satisfied, Architect will not accept the product as being a Comparable Project and will return any submittals without action, except to record noncompliance with these requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
2. Evidence that proposed product provides specified warranty.
3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
4. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 6000

SECTION 01 7300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

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

B. Related Requirements:
   1. Section 01 1000 "Summary" for limits on use of Project site.
   2. Section 01 7700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.2 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
   1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
   2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
   3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
   4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

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

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
   1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services; and other utilities.
   2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
   1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
   2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
   3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

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

3.2 PREPARATION

A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

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

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

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 3100 "Project Management and Coordination."

3.3 INSTALLATION

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

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

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

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

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

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

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

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

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

J. Remove and replace damaged, defective, or non-conforming Work.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

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

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

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

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 1000 "Summary."

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

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

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
   1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
   2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
   3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
   4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
   5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

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

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
   1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
   2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
      a. Use containers intended for holding waste materials of type to be stored.
   4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

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

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
   1. Remove liquid spills promptly.
   2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

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

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

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

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 5000 "Temporary Facilities and Controls."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Final Completion.

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

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

3.6 STARTING AND ADJUSTING

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

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

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

D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 4000 "Quality Requirements."

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Final Completion.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

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

END OF SECTION 01 7300

SECTION 01 7700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Beneficial Occupancy (Partial Utilization) procedures.
   2. Final Inspection procedures.
   3. Final Completion procedures.
   4. Warranties.
   5. Final cleaning.
   6. Repair of the Work.

B. Related Requirements:
   1. Section 01 7823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
   2. Section 01 7839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Beneficial Occupancy - Contractor's List of Incomplete Items and documentation that all life-safety systems are fully operational.

C. Final Inspection – Letter from the Contractor that all items are complete and that the project is ready for the Preliminary Final Inspection.

1.3 CLOSEOUT DOCUMENTS

A. Signed Final Inspection Checklist.

B. Unsettled Claim Verification – Certification that no unsettled claims exist on the project.

C. Record Drawings.

D. Record Project Manual.

E. Field Report: For pest control inspection.

1.4 FINAL INSPECTION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Preliminary Final Inspection: Complete the following a minimum of 10 days prior to requesting inspection. List items below that are incomplete at time of request.

1. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
3. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
4. Submit testing, adjusting, and balancing records.
5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Preliminary Final Inspection: Complete the following a minimum of 10 days prior to requesting inspection. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
2. Complete startup and testing of systems and equipment.
3. Perform preventive maintenance on equipment used.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 7900 "Demonstration and Training."
5. Advise Owner of changeover in utility services.
6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements.
9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection a minimum of 10 days prior to date the Work will be completed and ready for Preliminary Final Inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements.

1.5 FINAL INSPECTION PROCEDURES

A. Submittals Prior to Final Inspection: Before requesting final inspection for determining Final Completion, complete the following:
1. Certified List of Incomplete Items: Submit certified copy of Architect's inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements. Please note that any Builder’s Risk policies must remain in effect until the date of Final Completion of the project.
3. Submit pest-control final inspection report.

B. Procedures Prior to Final Inspection: Complete the following a minimum of 10 days prior to requesting Final Inspection. List items below that are incomplete at time of request.
1. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

C. Final Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. This inspection will be used in determining a date of Final Completion provided all

work is complete. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
   1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
   2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
   3. Submit list of incomplete items in the following format:
      a. MS Excel electronic file. Architect will return annotated file.

1.7 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Final Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
   1. Submit on digital media acceptable to Architect.

D. Warranties in Paper Form:
   1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Beneficial Occupancy or for the Final Inspection for entire Project:
    a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    c. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    d. Sweep concrete floors broom clean in unoccupied spaces.
    e. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    f. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    g. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
    h. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
    i. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 01 5000 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 5000 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations, before requesting inspection for determination of Final Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION 01 7700

SECTION 01 7823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 CLOSEOUT SUBMITTALS

A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
   1. Architect and Commissioning Authority (when applicable) will comment on whether content of operation and maintenance submittals is acceptable.
   2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operation and maintenance manuals in the following format:
   1. Submit on digital media acceptable to Architect. Enable reviewer comments on draft submittals.
   2. Submit three paper copies. Architect will return two copies.

C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for the Preliminary Final Inspection and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority (when applicable) will return copy with comments.
   1. Correct or revise each manual to comply with Architect's and Commissioning Authority's (when applicable) comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's (when applicable) comments and prior to commencing demonstration and training.

D. Comply with Section 01 7700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
   1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
   2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment

names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
   1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
   2. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
      a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
      b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.4 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
   1. Title page.
   2. Table of contents.
   3. Manual contents.

B. Title Page: Include the following information:
   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name and contact information for Contractor.
   6. Name and contact information for Construction Manager.
   7. Name and contact information for Architect.
   8. Name and contact information for Commissioning Authority.
   9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
   10. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.5 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

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

C. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Color, pattern, and texture.
   4. Material and chemical composition.
   5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Schedule for routine cleaning and maintenance.
   5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 7823

SECTION 01 7839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:
   1. Record Drawings.
   2. Record Specifications.
   3. Record Product Data.

B. Related Requirements:
   1. Section 01 7300 "Execution" for final property survey.
   2. Section 01 7823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
   1. Number of Copies: Submit one set(s) of marked-up record prints.
   2. Number of Copies: Submit copies of record Drawings as follows:
      a. Initial Submittal:
         1) Submit PDF electronic files of scanned record prints and one of file prints.
         2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
      b. Final Submittal:
         1) Submit PDF electronic files of scanned record prints and two set(s) of prints.
         2) Print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit one copy of annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
   1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

1.3 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
   1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
      a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
      b. Accurately record information in an acceptable drawing technique.
      c. Record data as soon as possible after obtaining it.
      d. Record and check the markup before enclosing concealed installations.

e. Cross-reference record prints to corresponding photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:
   a. Dimensional changes to Drawings.
   b. Revisions to details shown on Drawings.
   c. Depths of foundations.
   d. Locations and depths of underground utilities.
   e. Revisions to routing of piping and conduits.
   f. Revisions to electrical circuitry.
   g. Actual equipment locations.
   h. Duct size and routing.
   i. Locations of concealed internal utilities.
   j. Changes made by Change Order or Field Order.
   k. Changes made following Architect's written orders.
   l. Details not on the original Contract Drawings.
   m. Field records for variable and concealed conditions.
   n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Field Order numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before Preliminary Final Inspection, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
   1. Format: Annotated PDF electronic file with comment function enabled.
   2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
   3. Refer instances of uncertainty to Architect for resolution.
   4. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
      a. See Section 01 3100 "Project Management and Coordination" for requirements related to use of Architect's digital data files.
      b. Architect will provide data file layer information. Record markups in separate layers.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
   1. Format: Annotated PDF electronic file with comment function enabled.
   2. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
   3. Identification: As follows:
      a. Project name.
      b. Date.
      c. Designation "PROJECT RECORD DRAWINGS."
      d. Name of Architect.
      e. Name of Contractor.

1.4 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
   3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
   4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
   5. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file.

1.5 RECORD PRODUCT DATA

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
   3. Note related Change Orders, record Specifications, and record Drawings where applicable.

C. Format: Submit record Product Data as annotated PDF electronic file.
   1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

1.6 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store record documents in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 01 7839

SECTION 01 7900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
   1. Instruction in operation and maintenance of systems, subsystems, and equipment.
   2. Demonstration and training video recordings.

1.2 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
   1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

1.3 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
   1. At completion of training, submit complete training manual(s) for Owner's use prepared in same PDF file format required for operation and maintenance manuals specified in Section 01 7823 "Operation and Maintenance Data."

1.4 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 4000 "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 01 3100 "Project Management and Coordination."

1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

1.6 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
   1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
      a. System, subsystem, and equipment descriptions.
      b. Performance and design criteria if Contractor is delegated design responsibility.
      c. Operating standards.
      d. Regulatory requirements.
      e. Equipment function.
      f. Operating characteristics.
      g. Limiting conditions.
      h. Performance curves.
   2. Documentation: Review the following items in detail:
      a. Emergency manuals.
      b. Systems and equipment operation manuals.
      c. Systems and equipment maintenance manuals.
      d. Product maintenance manuals.
      e. Project Record Documents.
      f. Identification systems.
      g. Warranties and bonds.
      h. Maintenance service agreements and similar continuing commitments.
   3. Emergencies: Include the following, as applicable:
      a. Instructions on meaning of warnings, trouble indications, and error messages.
      b. Instructions on stopping.
      c. Shutdown instructions for each type of emergency.
      d. Operating instructions for conditions outside of normal operating limits.
      e. Sequences for electric or electronic systems.
      f. Special operating instructions and procedures.
   4. Operations: Include the following, as applicable:
      a. Startup procedures.
      b. Equipment or system break-in procedures.
      c. Routine and normal operating instructions.
      d. Regulation and control procedures.
      e. Control sequences.
      f. Safety procedures.
      g. Instructions on stopping.
      h. Normal shutdown instructions.
      i. Operating procedures for emergencies.
      j. Operating procedures for system, subsystem, or equipment failure.
      k. Seasonal and weekend operating instructions.
      l. Required sequences for electric or electronic systems.
      m. Special operating instructions and procedures.
   5. Adjustments: Include the following:
      a. Alignments.

b. Checking adjustments.
c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.
7. Maintenance: Include the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning.
   e. Procedures for preventive maintenance.
   f. Procedures for routine maintenance.
   g. Instruction on use of special tools.
8. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.

1.7 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 7823 "Operation and Maintenance Data."

B. Set up instructional equipment at instruction location.

1.8 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

C. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
   1. Schedule training with Owner, through Architect, with at least seven days' advance notice.

D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.

F. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

1.9 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full HD mode with vibration reduction technology.
   1. Submit video recordings on CD-ROM or thumb drive.

B. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.

C. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.

D. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 01 7900

SECTION 230000 – MECHANICAL GENERAL PROVISIONS

A. GENERAL

1. SCOPE OF WORK

    a. The Contractor shall provide all materials, equipment and labor necessary to install and set into operation a complete mechanical systems as shown on the engineering drawings and as specified herein.

2. Quality Assurance

    a. See the General and Supplementary General Conditions.

    b. All work shall be in accordance with State Code and Underwriter's Regulations. Minimum requirements shall be the State Plumbing, Mechanical, Gas, and Energy Code.

    c. Wherever the words "Approved", "Approval", or "Approved Equal" appear, it is intended that items other than the model numbers specified shall be subject to the approval of the Engineer.

    d. "Provide" as used herein shall mean that the Contractor responsible shall furnish and install said item or equipment. "Furnish" as used herein shall mean that the Contractor responsible shall acquire and make available said item or equipment and that installation shall be by others. "Install" as used herein shall mean that the Contractor responsible shall make installation of items or equipment furnished by others.

    e. All material and equipment that the Contractor proposes to substitute in lieu of those specified, shall be submitted to the Engineer ten (10) days before the bid date for evaluation. The submittal shall include a full description of the material or equipment and all pertinent engineering data required to substantiate the equality of the proposed item to that specified. Items that are submitted for approval after this date will not be accepted. The General Conditions will be followed for substitutions after award of the contract.

3. Submittals

    a. See General and Supplementary General Conditions.

    b. Within twenty days after notification of the award of the Contract and written notice to begin work, the Contractor shall submit to the Architect/Engineer for approval a detailed list of equipment and material which he proposes to use. Items requiring submittal data for approval will be noted at this time. Six (6) sets of submittal data shall be provided for approval

    c. Each submittal shall bear the approval of the Contractor indicating that he has reviewed the data and found it to meet the requirements of the specifications as

well as space limitations and other project conditions. The submittals shall be clearly identified showing project name, manufacturer's catalog number, and all necessary performance and fabrication data. Detailed submittal data shall be provided when items are to be considered as substitutions for specified items. Acceptance for approval shall be in writing from the Engineer.

d. The Contractor shall submit to the Engineer a set of accurately marked-up plans indicating all changes encountered during the construction. Final payment will be contingent upon receipt of these as-built plans.

e. The Contractor shall furnish four (4) bound sets of maintenance and operating instructions as outlined in Paragraph C, (Execution), Item #6, of this specification section.

f. The Contractor shall submit to the Owner all certificates required for operating the system in compliance with the plans and specifications.

4. Product Delivery, Storage and Handling

   a. All material and equipment shall be delivered and unloaded by the Contractor within the project site as noted herein or as directed by the Owner.

   b. The Contractor shall protect all material and equipment from breakage, theft, or weather damage. No material or equipment shall be stored on the ground.

   c. The material and equipment shall remain the property of the Contractor until the project has been completed and turned over to the Owner.

5. Work Conditions and Coordination

   a. The Contractor shall review the electrical plans to establish points of connection and the extent of electrical work to be provided in his Contract. All electrical work shall be performed by a licensed electrician.

   b. Electrical work shall be in accordance with State codes, and as specified in Division 16 contained herein.

   c. Pipe chases required for installation of work shall be provided by the General Contractor unless otherwise noted. This Contractor shall be responsible for coordinating the location of all required chases.

   d. All work shall be coordinated with other trades. Cutting of new work and subsequent patching shall be at the Contractor's expense at no extra cost to the Owner.

6. Guarantee

   a. Where items of equipment or material carry a manufacturer’s warranty for any period in excess of twelve (12) months, then the manufacturer’s warranty shall

apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturers warranty period.

b. The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the finals acceptance of the work an shall replace such defective materials or workmanship without cost to the owner.

c. The contractor shall provide a five year compressor warranty for all refrigeration compressors from date of system acceptance.

d. Additionally, the contractor shall guarantee materials and workmanship against latent defects arising from faulty materials, faulty workmanship or negligence which is hidden or not readily apparent to the owner at the time of final acceptance and which is discovered by the owner within six (6) years following final acceptance of the work. The contractor shall replace such defective materials or workmanship without cost to the owner.

B. PRODUCT

1. Materials and equipment shall be new, unless noted otherwise, of the highest grade and quality and free from defects or other imperfections. Material and equipment found defective shall be removed and replaced at the Contractor's expense.

2. The Contractor shall provide nameplates for identification of all equipment, switches, panels, etc. The nameplates shall be laminated phenolic plastic, black front and back with white core, white engraved letters (1/4" minimum) etched into the white core. Nameplates shall be fastened with pan head tapping screws.

C. EXECUTION

1. Inspection

   a. This Contractor shall examine the areas of completed work and shall insure that no defects or errors are present which would result in the poor application or installation of subsequent work.

2. Installation

   a. All work shall be performed in a manner indicating proficiency in the trade.

   b. All pipes shall be either parallel to building walls or plumb where installed in a vertical position and shall be concealed when located in architecturally finished areas.

c. Any cutting or patching required for installation of this Contractor's work shall be kept to a minimum. Written approval shall be required by the Architect/Engineer if cutting of primary structure is involved.

d. All finishing shall be by the General Contractor.

e. The Contractor shall lay out and install his work in advance of pouring concrete floors or walls. He shall furnish all sleeves to the General Contractor for openings through poured masonry floors or walls, above grade, required for passage of all pipes required to support his equipment.

f. All fixtures shall be accurately roughed in according to the manufacturer's installation dimensions so that no offset adaptors, flexible connections or other improvising are necessary. All incorrect work shall be torn out and corrected and walls and floors patched.

3. Performance

a. The Contractor shall perform all excavation and backfill operations necessary for installation of his work.

b. Rock excavation shall be defined in the Supplementary General Conditions. Unless specifically stated, neither rock excavation nor a unit price for rock excavation shall be required in the bid.

4. Erection

a. All support steel, angles, channels, pipes or structural steel stands and anchoring devices that may be required to rigidly support or anchor material and equipment shall be provided by this Contractor.

5. Adjust and Clean

a. All equipment and installed materials shall be thoroughly clean and free of all dirt, oil, grit, grease, etc.

b. Factory painted equipment shall not be repainted unless damaged areas exist. These areas shall be touched up with a material suitable for intended service. In no event shall nameplates be painted.

c. At a scheduled meeting, the Contractor shall instruct the Owner or the Owner's representative in the operation and maintenance of all equipment installed under his Contract.

6. Maintenance and Operating Manual

a. The Contractor shall prepare four (4) copies of a manual describing the proper maintenance and system operation. This manual shall not consist of standard factory printed data intended for dimension or design purposes (although these

may be included), but shall be prepared to describe this particular job. This manual shall include the following:

i. Index and page numbers.

ii. Certificate of substantial completion.

iii. A summary sheet of warranties with the dates noted and a copy of all warranties.

iv. List of all subcontractors and suppliers with names, addresses and phone numbers.

v. Certified testing and balancing report.

vi. All submittal data and shop drawings.

b. The O & M manuals shall be installed in 3 ring heavy back note books with the name of the building and the words, "Operations and Maintenance Manuals" permanently affixed to the cover and spine.

c. The operating and maintenance manuals shall be submitted to the Engineer (2) weeks before the pre-final inspection, for approval. When the manuals are considered complete by the Engineer, they will be turned over to the Owner for their permanent use.

d. An electronic copy of the O&M Manual shall be provide on disk or thumb drive.

7. Owner Training

a. After substantial completion and prior to final acceptance of the project the owner training shall be conducted. The training shall be conducted in a classroom setting with the contractor providing all the necessary personnel, literature, software to walk the owner through all the systems and components used in the project. A separate session shall be conducted for building controls and their proper operation. At the conclusion of each session the owner shall be fully capable of proper operation and maintenance of all systems and their components. All sessions shall be videoed for future reference. Video shall be shared with the owner either on thumb drive or USB device.

END OF SECTION 230000

SECTION 230513 – ELECTRICAL WORK (MECHANICAL)

A. GENERAL

1. This Contractor shall be responsible for the entire control system and control connections to all equipment installed as part of his contract.
2. Wiring from disconnect switches, junction boxes, etc. up to mechanical equipment shall be by this contractor. Final electrical connections to mechanical equipment shall be by this contractor.
3. All power and control wiring shall be in conduits.
4. All electrical work shall be performed by a licensed electrician.
5. All electrical work shall be in accordance with the State Building Code and all its supplements and the latest edition of the National Electrical Code.

B. PRODUCT

1. All motor starters, disconnects, switches, relays, conduits, conductors, etc. that are required for a complete electrical power and/or control system shall conform to the requirements set forth by NEC.
2. Refer to the plans for the type, size and electrical characteristics of the starters, disconnects, switches, relays, conductor and conduits.
3. All conductors and conduits shall be sized as noted on the plans or as required per NEC.

C. EXECUTION

1. All motor starters, disconnects, and switches shall be installed on or as close to the equipment they are serving as possible, or where shown on the plans.
2. Electrical connection to equipment subject to vibration which develops objectionable noises shall be made from the conduit system with short lengths of flexible "Liquid-Tite" conduit. Connection to other equipment shall be made with rigid conduit.
3. Conduits shall be run in a concealed space such as wall cavities, ceiling cavities, etc. except in the mechanical rooms where conduit may be run exposed.

END OF SECTION 230513

SECTION 230593 – TESTING AND BALANCING

A. GENERAL

1. SECTION INCLUDES
    a. Testing, Adjusting, and Balancing:
        i. Air condition equipment, including air distribution devices, supply ducts, air handling units, condensing units, fans, coils, and related equipment.
        ii. Hydronic systems, including pumps, water distribution systems, chillers, boilers, heat exchangers, coils, and related equipment.
        iii. 230800 Mechanical Commissioning Requirements.
2. REFERENCES
    a. American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE)
        i. Standard 111-2008 – Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-conditioning and Refrigeration Systems.
        ii. Applications Handbook 2019, Chapter 39 – Testing, Adjusting, and Balancing
    b. Testing, Adjusting and Balancing Bureau (TABB) – International Standards for Environmental Systems Balance.
    c. Sheet Metal and Air Conditioning Contractors' National Standards for Total System Balance.
    d. Associated Air Balance Council (AABC) – National Standards for Total System Balance.
    e. National Environmental Balancing Bureau (NEBB) – Procedural Standards for Testing, Adjusting and Balancing of Environmental Systems.
3. DEFINITIONS
    a. Adjusting: Varying of system flow by modifying settings of dampers and valves, in combination with varying fan speeds to obtain optimum operating conditions for the entire system.
    b. Balancing: Proportioning of air and hydronic flows through system mains, branches and terminal devices using standardized procedures to obtain specified air of hydronic flow while imposing the least amount of restriction on the HVAC system.

c. Testing: Use of specialized and calibrated instruments to measure temperatures, pressures, rotational speeds, electrical characteristic, air and hydronic flow in velocities or quantities used in evaluating the performance of an HVAC system.

4. COORDINATION

a. The testing, adjusting and balancing Contractor shall coordinate his work with the mechanical system and temperature control system installing Contractors to accomplish coordination and verification of system operation and readiness for testing, adjusting and balancing.

b. Coordinate and assist CxP with all verification activities including providing all required sampling date necessary for the commissioning process.

5. SUBMITTALS

a. Qualification Statements:

i. Submit company's certification documents, including:

ii. Contractor Certification:

1. Supervisor Certification

2. Technician Certification

iii. Submit name of testing agency to Owner within thirty (30) days on Notice to Proceed.

iv. Submit list of projects completed by testing agency of similar size, scope and equipment. Include name of Contractor and building Owner contacts.

v. Submit a certification letter stating that the TAB agency is an independent entity not owned in part or in whole by any subcontractor employed on the current project.

b. Reports:

i. Deficiency Report: Following examination of installed system, prior to balancing, submit report indicating system deficiencies that would prevent proper testing, adjusting and balancing of systems and equipment to meet specified performance.

ii. TAB Report: Submit a copy of the complete testing, adjusting and balancing report to FMC Project Manager and RECS Atlanta Staff Engineer via email when it becomes available. Report shall include any drawings indicating air outlets, thermostats and equipment identified to correspond with data sheets.

1. Reports shall be on TABB/SMACNA (NEBB or AABC), forms that indicate information addressing each of the testing methods, readings and adjustments.

c. Closeout Submittals:

i. Provide complete copy of testing, adjusting and balancing report. Include report in operation and maintenance manual.

6. QUALITY ASSURANCE

a. Qualifications:

i. Testing and balancing shall be performed by a testing agency who specializes in testing, adjusting and balancing of heating, ventilating, air-moving equipment, air-conditioning systems and hydronic systems, and has a minimum of one (1) year experience.

ii. Testing agency shall have successfully completed a minimum of five (5) projects, similar in size and scope.

iii. Testing agency shall be a certified member of TABB (AABC and/or NEBB).

iv. Maintain a copy of applicable standards at the project site.

b. Certifications:

i. TAB Technician shall be certified by a nationally recognized certifying agency (AABC and/or NEBB).

c. Perform total system balance in accordance with Testing, Adjusting and Balancing Bureau (TABB) – Quality Assurance Program for Environmental Systems Balance, and (AABC National Standards for Field Measurement and Instrumentation and/or NEBB Quality Assurance Program – Conformance Certification).

7. PROJECT CONDITIONS

a. Testing, adjusting and balancing shall commence after the HVAC systems installation is complete and in working order. Associated areas of general construction shall be in place including interior and exterior doors, windows, walls, ceilings and existing conditions.

8. SPECIAL WARRANTY

a. Provide warranty for period of ninety (90) days following physical occupancy of building, during which time the Owner may request a re-check of up to 10% of total number of terminals, or resetting of any outlet, coil or device listed in the test report. This period of time shall be no longer than 180 days after submission of the completed report.

b. Warranty shall meet the requirements of the following program(s):

i. TABB – Quality Assurance Program

ii. AABC – National Performance Guarantee

iii. NEBB – Conformance Certification

B. PRODUCTS – NOT USED

C. EXECUTION

1. Prior to commencing testing, adjusting and balancing of environmental system(s), verify the following conditions; if deficiencies are evident, submit Deficiency Report to Engineer. Do not begin testing, adjusting and balancing of environmental system until deficiencies have been remedied.

   a. Systems are started and operating in a safe and normal condition.

   b. Temperature control systems are installed, complete, and operable.

   c. Automatic and manual dampers are operable and fully open.

   d. Thermal overload protection is in place for fans, pumps, chillers and other equipment.

   e. Start up air filters are removed.

   f. Final filters are clean and properly installed.

   g. Duct and fan systems are clean.

   h. Fans are rotating correctly.

   i. Fire and volume dampers are in place and open.

   j. Air coils fins are cleaned and combed.

   k. Access doors are closed and duct end caps are in place.

   l. Air outlets are installed and connected.

   m. Hydronic systems are pressure tested, flushed, filled and properly vented.

   n. Leak testing on duct system has been performed in accordance with SMACNA Standards, or as specified.

   o. Pumps are rotating correctly.

   p. (Start-up/construction) strainers have been removed and all permanent strainers are clean and in place.

   q. Gauges and/or test parts are properly located for balancing.

   r. Service and balance valves are fully open.

2. SITE TOLERANCES

    a. Air Handling Systems: Adjust to within plus 10 percent of outlet total plus allowable leakage rate.

    b. Air Outlets and Inlets: Adjust to within plus or minus 10 percent of design for the space.

    c. Hydronic Systems: Adjust to within plus or minus 10 percent of design flow.

    d. Hydronic Terminal Devices: Adjust to within plus or minus 10 percent of design flow.

3. AIR SYSTEMS PROCEDURE

    a. Adhere to the following procedure:

        i. TABB – HVAC Testing, Adjusting and Balancing International Standards; with particular focus on the following chapters:

            1. Preliminary TAB procedures

            2. General air systems TAB procedures

            3. TABB procedures for specific (VAV, CAV, Multizone, Dual duct, etc.) air systems

        ii. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) HVAC Systems – Testing, Adjusting and Balancing.

        iii. NEBB – Procedural standards for TAB of environmental systems.

        iv. AABC – National standards for total systems balance.

    b. Minimum air procedures should include the following:

        i. Test and adjust fan RPM to design requirements.

        ii. Test and record motor full load nameplate rating and actual ampere draw.

        iii. Test and record system static pressures, fan suction and discharge.

        iv. Adjust all main supply and return air duct to within tolerances listed in this section of work.

        v. Test and adjust each diffuser, grille and register. Reading and tests of diffusers, grilles and registers shall include design velocity (FPM) and adjusted velocity, design CFM and adjusted CFM.

        vi. Test and record outside, mixed air, and discharge temperatures (D.B. for heating cycle, D.B. and W.B. for cooling cycle).

        vii. In coordination with the ATC contractor, set adjustments of automatically operated dampers to operate as specified, indicated and/or noted.

viii. Test and adjust air handling and distribution systems to provide required or design supply, return, outside and exhaust air quantities within design tolerance.

ix. In air systems employing filters, blank off filter area to simulate a pressure drop that is midway between that of a clean filter and that of a dirty filter.

x. Make air velocity measurements in ducts by Pitot tube traverse entire cross-sectional area of duct in accordance with SMACNA equal area method or Log Linear method.

xi. Measure air quantities at all air inlets and outlets.

xii. Use volume control devices to regulate air quantities only to the extent that adjustments do not create objectionable air motion or sound levels. Vary total system air quantities by adjustments of fan speeds. Provide drive changes recommendations. Vary branch air quantities by damper regulation.

xiii. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make allowances for loading of filters and coils.

xiv. Adjust outside air automatic dampers. Outside air, return air and exhaust dampers for design conditions within specified tolerances.

xv. Where modulating dampers or economizers are provided, take and record measurement at full return air, minimum outside air and 100 percent outside are mode of operation.

xvi. Verify and record, in the T&B Report, “K” factors for all VAV air terminal devices and air flow stations.

4. HYDRONIC SYSTEM PRESSURE

a. Adhere to the following procedure:

i. Testing, Adjusting and Balancing Bureau (TABB) – International Standards for Environmental Systems Balance

ii. SMACNA – HVAC Testing, Adjusting and Balancing International Standards; with particular focus on the following chapter:

1. Hydronic TAB procedures

iii. NEBB – Procedural standards for TAB of environmental systems.

iv. AABC – National standards for total systems balance.

b. Hydronic balancing shall include the following minimum data:

i. Prepare itemized equipment schedules, listing all heating and/or cooling elements and equipment in the systems to be balanced. List, in order on equipment schedules, by pump or zone according to the design, all heating and/or cooling elements, all zone balancing valves, and circuit pumps, ending with the last items of equipment or transfer element in the respective zone or circuit. Include on schedule sheet column titles listing the location, type of element or apparatus, design conditions and measured conditions. Prepare individual pump report sheets for each zone or circuit.

ii. Use calibrated Venturi tubes, orifices, metered fittings, pressure gages and direct reading instrumentation to determine flow rates for system balance. Where flow-metering devices are not installed, flow balance in temperature difference across various heat transfer elements in the system is acceptable.

iii. Adjust systems to provide specified pressure drops and flows through heat transfer elements prior to thermal testing. Perform balancing by measurement of temperature differential in conjunction with air balancing.

iv. Adjust hydronic distribution systems by means of balancing cocks, valves and fittings. Do not use service or shut-off valves for balancing unless indexed for balance point.

v. Test pumps and adjust flow. Record the following on pump report sheets:

1. Suction and discharge pressure;

2. Running amps and brake horsepower of pump motor under full flow and no flow conditions;

3. Pressure drop across pump in feet of water and total GMP pump is handling under full flow conditions.

vi. Where available pump capacity is less than total flow requirements or individual system parts, proportional balancing must be performed.

5. ADJUSTING

a. Recorded data shall represent actual measured or observed conditions.

b. Permanently mark setting of valves, dampers and other adjustment devices allowing for settings to be restored. Set and lock memory stops.

c. Leave systems in proper working, replacing belt guards, closing access doors, closing doors to electrical switch boxes and restoring thermostats to specified settings.

d. Areas or rooms designed to maintain positive, negative or balanced air pressures with respect to adjacent spaces, as indicated by the design air quantities, require

special attention. Adjust fan drives, distribution dampers, terminals and controls to maintain indicated pressure relationship.

END OF SECTION 230593

SECTION 230700 – INSULATION

A. GENERAL

1. This section includes insulation for piping, ductwork, and equipment, as shown on the plans.
2. All insulation, linings, coverings, and adhesives shall have a flame spread classification of 25 or less and a smoke developed rating of not more than 50.

B. PRODUCT

1. Duct
    a) In mechanical rooms - Unless otherwise noted in the drawings all new rectangular and round air conditioning supply, return, exhaust, and outside air duct shall be externally insulated with 2.5" thick, 3/4 lb. density foil scrim Kraft jacketed insulation for installed R-6 insulation value. Joints shall be wrapped with a minimum of 3" wide FSK band of insulation to prevent any possible leakage and condensation. Ducts with widths over 30" shall be further secured on the underside with mechanical fasteners on 18" maximum centers. Insulation shall be Knauf, Certainteed, Owens Corning, or Johns-Manville.
    b) Ductwork in conditioned spaces – Unless otherwise noted in the drawings all new rectangular and round air conditioning supply duct shall be lined with 1.5" thick closed cell foam liner for an installed R-6 insulation value. Liner shall be glued to duct surface per manufacturer instructions. Insulation shall meet 25/50 flame/smoke rating per ASTM E84 testing and pass mold growth resistance per UL 181 and erosion resistance per ASTM C1071. Production shall not use CFC, HFC, HCFC, PBDE or formaldehyde.
    c) Duct sizes shown are inside clear dimension. Where ductwork is lined, as noted above, the duct insulation thickness shall be added to the listed ductwork dimensions for final duct size.

2. Equipment
    a) Existing AHU Casing in contact with cool air shall be lined with 1.5" thick closed cell foam liner for an installed R-6 insulation value. Liner shall be glued to duct surface per manufacturer instructions. Insulation shall meet 25/50 flame/smoke rating per ASTM E84 testing and pass mold growth resistance per UL 181 and erosion resistance per ASTM C1071. Production shall not use CFC, HFC, HCFC, PBDE or formaldehyde.
3. Piping
    a) All heating hot water supply and return piping, fittings, valves, elbows etc., above grade shall be insulated with 4 lb. density snap-on type glass fiber pipe insulation in molded sections with factory applied all service jacket. Seams shall be closely buttoned together and secured by self-sealing or pasting the all service lap. Fittings insulation shall be milled pre-fabricated of same material and thickness as on adjacent pipe. Exposed fittings shall be finished with 8 oz. canvas jacket neatly pasted in place or factory pre-formed PVC jacket covers. Piping 2" or less shall have 1" thick insulation. Piping larger then 2" shall have 2" thick insulation. Piping exposed in occupied spaces and mechanical equipment rooms shall have canvas lagged in place for painting.

b) All condensate drain piping, make-up water piping, all refrigerant suction piping, and all refrigerant piping exposed on the exterior of the building shall be insulated with 1.5" wall tubular closed cell elastomeric insulation with all joints butted and cemented tight. Insulation shall be protected with aluminum jacket on all insulation exposed on exterior.

C. EXECUTION

1. Insulation shall be installed in accordance with manufacturer's recommendations.
2. All exterior piping insulation above grade shall be provided with a protective aluminum jacket with a factory-applied asphalt and kraft paper moisture barrier. Aluminum jackets shall be cross-crimped (longitudinally corrugated) for strength. Aluminum jackets shall be not less than 0.106" thick and shall be secured with aluminum or stainless steel screw; not more that 8" apart.
3. All piping exposed outdoors shall be wrapped with electric trace before insulation is applied.
4. No chilled water shall be allowed to circulate prior to completion of insulation.
5. Any pipe covered prior to leak testing shall be exposed at contractor expense.
6. Label hot water insulation with direction of flow and medium.

END OF SECTION 230700

SECTION 23 09 00 BUILDING MANAGEMENT SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Building Management System (BMS), utilizing direct digital controls.

1.2 RELATED WORK SPECIFIED ELSEWHERE (designer to refine based on preference)

A. Products Normally Supplied But Installed by Others:
1. Control valves.
2. Flow switches.
3. Wells, sockets and other inline hardware for water sensors (temperature, pressure, flow).
4. Automatic control dampers, where not supplied with equipment or by mechanical.
5. Airflow measuring stations when not insertion style.
6. Variable frequency drives. See VFD specification.
7. Meters (water, power).

B. Products Not Furnished or Installed But Integrated with the Work of This Section:
1. Refrigerant monitors.
2. Smoke detectors (through alarm relay contacts). Fire alarm system monitoring only by BMS system.
3. VAV boxes, AHUs, FCUs
4. Chillers, Condensing boilers, modern RTUs, by BACnet

C. Work Required Under Other Divisions Related to This Section:
1. Provision and wiring of smoke detectors and other devices relating to fire alarm system.
2. Campus LAN (Ethernet) connection adjacent to Network Area Controller (JACE).
3. Smoke control system installation.

1.3 SYSTEM DESCRIPTION

A. Scope: Furnish all labor, materials and equipment necessary for a complete and operating Building Management System (BMS), utilizing Direct Digital Controls as shown on the drawings and as described herein. Drawings are diagrammatic only. All controllers furnished in this section shall communicate on a peer-to-peer bus over a BACnet/MSTP open protocol bus. Controllers shall be of one manufacturer and the latest version as of the date of the bid.
1. The intent of this specification is to provide a system that is consistent with BMS systems throughout the owner's facilities running the Niagara 4 Framework. This may be a new system or an expansion.

2. System architecture shall fully support a multi-vendor environment and be able to integrate third party systems via existing vendor protocols including, as a minimum, LonTalk, BACnet and MODBUS.
3. System architecture shall provide secure Web access using any of the current versions of Microsoft Internet Explorer, Mozilla Firefox, or Google Chrome browsers from any computer on the owner's LAN.
4. Only systems that utilize the Niagara 4 Framework shall satisfy the requirements of this section.
5. **IF Niagara 4 supervisor is Existing:** The existing N4 supervisor shall host all graphic files for the control system. BMS contractor is responsible for updating Niagara Framework 4 computer license to accommodate all NAC's and points provided as part of this project.
6. **IF an Existing Niagara 4 supervisor is not available, one must be provided:** The N4 supervisor shall be a PC with minimum Intel Xeon CPU E5-2640 (or better) with 16 GB RAM 2 (256GB) SSD hard drives in a RAID 1 configuration. It shall include a minimum 32X CD-ROM drive and 4-USB 3.0 ports. A minimum 21", HDMI, DVI-D video interfaces, minimum 1024 x 768 resolution, 4x3 Widescreen, LED color monitor with a minimum 60 Hz refresh rate shall also be included.
   The N4 supervisor operating system shall be Windows 10 PRO 64 bit for workstation grade hardware and Windows Server 2016 for server grade hardware as a minimum. Utilize latest OS compatible with latest release of Niagara N4. Remove all other OS entries. Workstation and Server grade must be identified by the manufacturer and not a designer designation.
   a. With VM support
   b. With the most recent service packs and system updates.
   c. Selected based on availability and project requirements.
   d. Acceptable Manufacturers are:
      a) Dell
      b) Lenovo
      c) HP (Hewlett Packard)
   e. Connection to the BAS LAN network shall be via an Ethernet network interface card, 1Gb LAN.
   f. The N4 supervisor shall support all Network Control Units (NCU), OWSs, and 3rd party mechanical / electrical systems connected to the Facility Management Control / Building Automation System Local Area Network.
   g. N4 supervisor to include Niagara 4 license as required to accommodate all DDC controllers and control points provided for this project.
   h. Include 5-year SMA (Software Maintenance Agreement). Labor for software maintenance is not included. NOTE: a 5 year SMA is required.
7. The JACE shall handle the communications and licenses and be provided by the contractor. A rack mounted supervisor and license will be purchased and installed by others. The integrator shall be responsible for the entire site integration.
8. Owner shall receive all Administrator level login and passwords for

engineering toolset at first training session. The Owner shall have full licensing and full access rights for all network management, operating system computer, engineering and programming software required for the ongoing maintenance and operation of the BMS.

9. OPEN NIC STATEMENTS - All Niagara 4 software licenses shall have the following NiCS: "accept.station.in=*"; "accept.station.out=*"and "accept.wb.in=*"and "accept.wb.out=*". All open NIC statements shall follow Niagara Open NIC specifications.
10. All NAC hardware licenses and certificates shall be stored on local MicroSD memory card employing encrypted “safe boot” technology.
11. All NAC provided as part of this project shall be the appropriate JACE-8000 model licensed with all necessary drivers.
12. All NAC’s provided as part of this project shall be licensed to accommodate a minimum of 10% additional controllers and points.
13. Access: The owner will be granted permanent full administrative access to the entire system with no limitations or expiring licenses or renewals required. This access level allows the ability to add and/or delete accounts.

1.4 SPECIFICATION NOMENCLATURE

A. Acronyms used in this specification are as follows:

1. Actuator: Control device that opens or closes valve or damper in response to control signal.
2. AI: Analog Input.
3. AO: Analog Output.
4. Analog: Continuously variable state over stated range of values.
5. BMS: Building Management System.
6. DDC: Direct Digital Control.
7. Discrete: Binary or digital state.
8. DI: Discrete Input.
9. DO: Discrete Output.
10. FC: Fail Closed position of control device or actuator. Device moves to closed position on loss of control signal or energy source.
11. FO: Fail open (position of control device or actuator). Device moves to open position on loss of control signal or energy source.
12. GUI: Graphical User Interface.
13. HVAC: Heating, Ventilating and Air Conditioning.
14. IDC: Interoperable Digital Controller.
15. ILC: Interoperable Lon Controller.
16. LAN: Local Area Network.
17. Modulating: Movement of a control device through an entire range of values, proportional to an infinitely variable input value.
18. Motorized: Control device with actuator.
19. NAC: Network Area Controller (JACE).
20. NC: Normally closed position of switch after control signal is removed or normally closed position of manually operated valves or dampers.

21. NO: Normally open position of switch after control signal is removed; or the open position of a controlled valve or damper after the control signal is removed; or the usual position of a manually operated valve.
22. OSC: Operating System Computer, host for system graphics, alarms, trends, etc.
23. Operator: Same as actuator.
24. PC: Personal Computer.
25. Peer-to-Peer: Mode of communication between controllers in which each device connected to network has equal status and each shares its database values with all other devices connected to network.
26. P: Proportional control; control mode with continuous linear relationship between observed input signal and final controlled output element.
27. PI: Proportional-Integral control, control mode with continuous proportional output plus additional change in output based on both amount and duration of change in controller variable (reset control).
28. PICS: BACnet Product Interoperability Compliance Statement.
29. PID: Proportional-Integral-Derivative control, control mode with continuous correction of final controller output element versus input signal based on proportional error, its time history (reset) and rate at which it's changing (derivative).
30. Point: Analog or discrete instrument with addressable database value.
31. SMA: Software Maintenance Agreement. Maintenance agreement that provides future releases of Niagara 4 software at no licensing cost to owner. Labor to implement software upgrades is not covered under the Software Maintenance Agreement.
32. WAN: Wide Area Network.

1.5 PRELIMINARY DESIGN REVIEW

A. The BAS contractor shall submit a preliminary design document for review within 45 days of the NTP. This document shall contain the following information:
   1. Provide the graphic block programming tool to be used and relevant supporting documentation to ensure compliance with Part 3 of this specification.
   2. Provide the web page graphic tools to be used to develop the web pages consistent with our latest standards.
   3. Provide a description of the proposed system along with a system architecture diagram with the intention of showing the contractors solution to meet this specification and samples of graphics consistent with NCDPS latest design guidelines attached to and made part of this project.
   4. Provide product data sheets and a technical description of all direct digital controller hardware required to meet specifications listed herein.
   5. Provide an overview of the BAS contractor’s local/branch organization, local staff, recent related project experience with references, and local service capabilities.
   6. Provide information on the BAS contractor’s project team including project organization, project manager, project engineer, programmers, project team resumes, and location of staff.

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B. Coordinate a meeting with a control team project manager, programmer, design engineer, and owner to review sequences within that time. NCDPS Central Engineering Electronics Engineering Group shall receive notification and invitation to this meeting. Offer concerns or suggestions for improvement.
Agenda items for the meeting:
1. Sequences
2. Trends to be set up
3. Alarms and required delays/buffers to avoid nuisance alarms.
4. Review procedures for BACnet equipment startup by manufacture and understanding interfacing for control and monitoring. BACnet points numbers and names will be coordinated. Points to be viewed and how will be discussed. The mechanical contractor will be responsible for having an equipment control expert knowledgeable on the specific equipment at the meeting.

1.6 SUBMITTALS

A. Submit under provisions of Division 1 specifications.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

C. Submit documentation of contractor qualifications, including those indicated in "Quality Assurance" if requested by the A-E.

D. The control system submittal shall consist of shop drawings, manufacturers' catalog data sheets and installation instructions. Submit in electronic format. Samples of written Controller Checkout Sheets and Performance Verification Procedures for applications similar in scope shall be included for approval.

E. As a minimum, shop drawings shall contain:
1. A table of contents.
2. Equipment schedules.
3. Valve and damper schedules when applicable. Valve schedules shall include GPM, valve size, calculated Cv, valve Cv, pressure drop, close-off pressure, configuration (2-way or 3-way), and valve actuator data.
4. VAV box controller schedule. Schedule shall include box size, K-Factor, and flow setpoints.
5. Schematic diagrams of all controlled equipment.
6. Sequences of operation for all controlled equipment. To be written in a more programming style than engineer’s narrative sequence. Do not cut and paste engineer’s sequence.
7. Controller wiring diagrams, including terminal number identification for all control wiring.
8. Wiring details for all field devices.

9. A network architecture diagram showing a high-level overview of the installed system.
10. A detailed control system bus layout depicted on building floorplans. Indicate controller locations.
11. Control panel layout diagrams depicting all panel mounted components.
12. Any other details required to demonstrate that the system has been coordinated with other trades and will properly function as a system.
13. Manufacturer's data sheets for all installed components.

F. All system manuals available to the controls vendor shall be provided to the owner as submittals to permit full networking, installation, programming, graphic generation, and checkout of the installed system. As a minimum but not limited to the following. Failure to provide these manuals shall result in rejection of the submittal in toto:
1. Operator's Manuals
2. Programming Manuals
3. Graphic Creation and Integration Manuals
4. Niagara Platform Manuals
5. Module Installation, Diagnostic

G. Upon completion of the work, provide 3 complete sets of ' as-built' drawings and other project-specific documentation in 3-ring hard-backed binders and one electronic copy.

H. Any deviations from these specifications or the work indicated on the drawings shall be clearly identified in the Submittals.

1.7 QUALITY ASSURANCE

A. The Control System Contractor shall have a full service DDC office within [150] miles of the job site. This office shall be staffed with applications engineers, software engineers and field technicians. The Control System Contractor shall be staffed with a minimum of ten (10) Niagara 4 certified software engineers and/or technicians. The Control System Contractor shall also be staffed with a minimum of ten (10) control system manufacturer certified software engineers and/or technicians. The Control System Contractor shall maintain parts inventory and shall have all testing and diagnostic equipment necessary to support this work, as well as staff trained in the use of this equipment.

B. Single Source Responsibility of Supplier: The Control System Contractor shall be responsible for the complete installation and proper operation of the control system. The Control System Contractor shall exclusively be in the regular and customary business of design, installation and service of computerized building management systems similar in size and complexity to the system specified. The Control System Contractor shall be the manufacturer of the primary DDC system components or shall have been the authorized representative for the primary DDC components manufacturer for at least 3 years. All control panels shall be assembled by the Control System Contractor in a UL-Certified 508A panel shop. Control panels shall

be assembled such that all necessary I/O points are pre-wired from DDC controllers to terminal blocks. Wire ducts shall be installed within the panel as needed to accommodate field wiring.

C. Equipment and Materials: Equipment and materials shall be cataloged products of manufacturers regularly engaged in the production and installation of HVAC control systems. Products shall be manufacturer's latest standard design and have been tested and proven in actual use.

D. **Preferred Brand Alternate**: Distech ECB Series.

E. **Familiarity with working environment**: The DDC contractor and the wiring sub-contractor on retro-fit jobs must be acquainted with working in a prison environment. The must have proof of having experience or training and follow all requirements set by NCDPS.

1.8 SOFTWARE OWNERSHIP

A. The Owner (NCDPS Central Engineering) shall have full ownership and full access rights for all network management, operating system computer, engineering and programming software required for the ongoing maintenance and operation of the BMS.

B. Contractor shall provide a complete backup of programs, graphics, and documentation, in an editable format without password restriction (other than what is inherently required by the controller or equipment. In that case, password shall be provided.)

1.9 DELIVERY, STORAGE AND HANDLING

A. Maintain integrity of shipping cartons for each piece of equipment and control device through shipping, storage and handling as required to prevent equipment damage. Store equipment and materials inside and protected from weather.

1.10 JOB CONDITIONS

A. Cooperation with Other Trades: Coordinate the Work of this section with that of other sections to insure that the Work will be carried out in an orderly fashion. It shall be this Contractor's responsibility to check the Contract Documents for possible conflicts between his Work and that of other crafts in equipment location, pipe, duct and conduit runs, electrical outlets and fixtures, air diffusers and structural and architectural features.

1.11 SEQUENCING

A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

PART 2 PRODUCTS

2.1 GENERAL

A. The Building Management System (BMS) shall be comprised of a network of interoperable, stand-alone digital controllers, a network area controller, graphics and programming and other control devices for a complete system as specified herein. An N4 supervisor is to be on site for graphic storage and trending data storage and located on a new rack mount by Central Engineering Staff as noted above.

B. The installed system shall provide secure strong password access to all features, functions and data contained in the overall BMS.

2.2 OPEN, INTEROPERABLE, INTEGRATED ARCHITECTURE

A. The intent of this specification is to provide a peer-to-peer networked, stand-alone, distributed control system utilizing Open protocols in one open, interoperable system.

B. The supplied computer software shall employ object-oriented technology (OOT) for representation of all data and control devices within the system. Physical connection of any BACnet control equipment, such as chillers, shall be via Ethernet, IP, or MS/TP.

C. All components and controllers supplied under this contract shall be true "peer-to-peer" communicating devices. Components or controllers requiring "polling" by a host to pass data shall not be acceptable.

D. The supplied system shall incorporate the ability to access all data using HTML5 enabled browsers without requiring proprietary operator interface and configuration programs or browser plug-ins. An Open Database Connectivity (ODBC) or Structured Query Language (SQL) compliant BMS computer database is required for all system database parameter storage. This data shall reside on the N4 supervisor located in the Facilities Office on the LAN. Systems requiring proprietary database and user interface programs shall not be acceptable.

E. A hierarchical topology is required to assure reasonable system response times and to manage the flow and sharing of data without unduly burdening the customer's internal Intranet network. Systems employing a "flat" single tiered architecture shall not be acceptable.

1. Maximum acceptable response time from any alarm occurrence (at the point of origin) to the point of annunciation shall not exceed 5 seconds for network connected user interfaces.
2. Maximum acceptable response time from any alarm occurrence (at the point of origin) to the point of annunciation shall not exceed 60 seconds for remote or dial-up connected user interfaces.

2.3 NETWORK AREA CONTROLLER (NAC)

A. Basis of design is the JACE- 8000. These controllers are designed to manage communications between the Advanced Application Controllers (B-AAC), Application Specific Controllers (B-ASC) and Advanced Unitary Controllers (AUC) which are connected to its communications trunks, manage communications between itself and other system network controllers (NAC) and with any operator workstations (OWS) that are part of the BAS, and perform control and operating strategies for the system based on information from any controller connected to the BAS.

B. The JACE shall be an embedded controller and server platform for connecting multiple and diverse devices and subsystems, internet connectivity, webserving capability, integrated control, supervision, data logging, alarming, scheduling and network management. Data and graphical displays shall be streamed to a standard network browser via Ethernet or wireless LAN, or remotely over the internet. The operating sytem shall be EC-Net 4 web-based building management platform powered by the Niagara Framework.

C. The controllers shall be fully programmable to meet the unique requirements of the facility it shall control.

D. The controllers shall be capable of peer-to-peer communications with other NAC's and with any OWS connected to the BAS, whether the OWS is directly connected, connected via cellular modem or connected via the Internet.

E. The communication protocols utilized for peer-to-peer communications between NAC's will be Niagara 4 Fox, BACnet TCP/IP and SNMP. Use of a proprietary communication protocol for peer-to-peer communications between NAC's is not allowed.

F. The NAC shall employ a device count capacity license model that supports expansion capabilities.

G. The NAC shall be enabled to support and shall be licensed with the following Open protocol drivers (client and server) by default:
   1. BACnet
   2. Lon
   3. MODBUS
   4. SNMP
   5. KNX

H. The NAC shall be capable of executing application control programs to provide:
   1. Calendar functions.
   2. Scheduling.
   3. Trending.
   4. Alarm monitoring and routing.
   5. Time synchronization.
   6. Integration of LonWorks, BACnet, and MODBUS controller data.
   7. Network management functions for all NAC, PEC and ASC based devices.

I. The NAC shall provide the following hardware features as a minimum:
   1. Two 10/100 Mbps Ethernet ports.
   2. Two Isolated RS-485 ports with biasing switches.
   3. 1 GB DDR3 SDRAM RAM
   4. 4 GB Flash Total Storage / 2 GB User Storage
   5. Wi-Fi (Client or WAP)
   6. USB Flash Drive
   7. High Speed Field Bus Expansion
   8. -20-60°C Ambient Operating Temperature
   9. Integrated 24 VAC/DC Global Power Supply
   10. MicroSD Memory Card Employing Encrypted Safe Boot Technology. Minimum 4GB flash and total storage/2GB user storage.
   11. Have a USB type A port for station backup and restore functions
   12. Backward compatibility to run an EC-Net station (minimum requirement is 3.8.111)
   13. Platform:
      a. Processor Tl AM3352 1000MHz ARM® Cortex™ -A8
      b. Removable micro-SD card with 4GB flash total storage/2GB user storage
      c. Real-time clock
      d. Batteryless
      e. Secure boot
   14. Operating System:
      a. EC-Net 4 4.1 or later
      b. EC-NetAX 3.8.111 or later
      c. EC-Net Access 2.3.118 or later
   15. Communications: Wi-Fi Client or WAP
   16. Wi-Fi Communication Protocol:
      a. IEEE802.11 a/b/g/n
      b. IEEE802.11 n HT20 @ 2.4GHz
      c. IEEE802.11n HT20/HT40@5GHz
   17. Client Authentication Method: WPAPSK/WPA2PSK support

(2) Ethernet 10/100MB Ethernet ports

BACnet Listing BTL, B-BC listed with version 4.4.93 or latest

MTTF: 10 years+

J. The NAC shall support standard Web browser access via the Intranet/Internet. It shall support a minimum of 16 simultaneous users.

K. The NAC shall provide alarm recognition, storage, routing, management and analysis to supplement distributed capabilities of equipment or application specific controllers.

L. The NAC shall be able to route any alarm condition to any defined user location whether connected to a local network or remote via cellular modem, or wide-area network.
   1. Alarm generation shall be selectable for annunciation type and

acknowledgement requirements including but not limited to:
a. Alarm.
b. Return to normal.
c. To default.

2. Alarms shall be annunciated in any of the following manners as defined by the user:
a. Screen message text.
b. Email of complete alarm message to multiple recipients.
c. Mobile device text message.
d. Pagers via paging services that initiate a page on receipt of email message.
e. Graphics with flashing alarm object(s).

3. The following shall be recorded by the NAC for each alarm (at a minimum):
a. Time and date.
b. Equipment (air handler #, access way, etc.).
c. Acknowledge time, date, and user who issued acknowledgement.

M. The NAC shall support the following security functions.
1. Module code signing to verify the author of programming tool and confirm that the code has not been altered or corrupted.
2. Role-Based Access Control (RBAC) for managing user roles and permissions.
3. Require users to use strong credentials.
4. Data in Motion and Sensitive Data at Rest be encrypted.
5. LDAP and Kerberos integration of access management.

N. The NAC shall support the following data modeling structures to utilize Search; Hierarchy; Template; and Permission functionality:
1. Metadata: Descriptive tags to define the structure of properties.
2. Tagging: Process to apply metadata to components
3. Tag Dictionary

O. The NAC shall employ template functionality. Templates are a containerized set of configured data tags, graphics, histories, alarms, etc. that are set to be deployed as a unit based upon manufacturer’s controller and relationships. All lower level communicating controllers (PEC, AVAV, CVAV, VFD’s, etc.) shall have an associated template file for reuse on future project additions.

P. The NAC shall be provided with a Software Maintenance Agreement as indicated in Paragraph 1.3.

2.4 BUILDING AUTOMATION SYSTEM CONTROLLERS (DDC)

A. HVAC control shall be accomplished using BACnet based devices where the application has a BTL Listed PICS defined. The controller platform shall provide options and advanced system functions, programmable and configurable using the Niagara 4 Framework or through manufacturer supplied software, that allow standard and customizable control solutions required in executing the "Sequence of Operation". For systems that do not provide the ability to program DDC controllers

through the Niagara 4 Framework, provide (4) copies of controller engineering/programming software, including any necessary licenses required for use of software.

B. While BACnet is the selected communications platform there may be cases were Lonworks will be utilized on system expansions or renovations. All DDC controllers shall incorporate a common hardware platform between the BACnet and Lonworks communication models. Model I/O options and termination layouts shall be identical regardless of communication option selected.

C. All controllers shall include a network connection for local viewing of operation, AHU, FCU, UV, VAV for example.

D. DDC controller manufacture shall offer both custom programmable controllers and plug-and-play pre-configured application specific controllers.

E. DDC controller manufacturer shall offer models with built in LCD with live color graphics for operator interface directly to controller. [Designer to confer with NCDPS Controls team to determine whether this will be included as a requirement, estimated add is $75.]

F. DDC controllers shall utilize a graphical block oriented programming interface tool. This software tool shall license free and not require any reoccurring costs for continued operation.

G. All controllers shall have sufficient input and output capability for the terminal system being controlled and monitored plus allow two spare inputs and outputs, VAV box controllers require one set. Plant controllers to have min of 10% spare capacity. Controller enclosure shall be size to accommodate a second controller of the same size.

1. Advanced Application Controller (B-AAC) - a controller designed for more complex sequences of operations such as built up AHU's, central plant operations, electrical monitoring, and control and management for chillers, boilers and generators. The B-AAC's are to allow for the flexibility of custom control programming to meet the needed sequences of operation. B-AAC's shall be selected based upon I/O requirements. Additional I/O may be added via expansion modules.
    a. All B-AAC's shall be application programmable and shall at all times maintain their certification. All control sequences within or programmed into the B-AAC shall be stored in non-volatile memory, which is not dependent upon the presence of a battery to be retained.
    b. The B-AAC shall provide LED indication of communication and controller performance to the technician, without cover removal.
    c. B-AAC's shall have mixture of I/O including dry contact digital inputs, universal inputs (configurable as of 4-20 mA, 0-10 VDC, thermistor and RTD in the range 0 to 350,000 ohm), universal outputs (4-20mA, 0-10 VDC, or digital), and digital outputs (24 VAC TRIAC).

2. Advanced Variable Air Volume Controller (AVAV) - a controller designed specifically for room-level VAV control - pressure-independent air flow control, pressure dependent damper control, supply and exhaust pressurization/de-pressurization control; temperature, humidity, complex CO2, occupancy, and emergency control. Equipment includes: VAV terminal unit, VAV terminal unit with reheat, series fan powered terminal unit, parallel fan powered terminal unit, supply and exhaust air volume terminals and constant volume dual-duct terminal unit.
    a. The AVAV shall be application programmable and shall at all times maintain their certification. All control sequences within or programmed into the PEC shall be stored in non-volatile memory, which is not dependent upon the presence of a battery to be retained.
    b. The controller shall have an internal velocity pressure sensor.
    c. The AVAV shall provide LED indication of communication and controller performance to the technician, without cover removal.
    d. AVAV's shall have mixture of I/O including dry contact digital inputs, universal inputs (configurable as of 4-20 mA, 0-10 VDC, thermistor and RTD in the range 0 to 350,000 ohm), universal outputs (4-20mA, 0-10 VDC, or digital), and digital outputs (24 VAC TRIAC).
    e. The controller shall provide an integrated actuator option.

3. Configurable VAV Controller (CVAV) - the configurable VAV controller platform shall be designed specifically for room-level VAV control – pressure-independent air flow control, pressure dependent damper control, supply and exhaust pressurization/de-pressurization control; temperature, humidity, complex CO2, occupancy, and emergency control. Equipment includes: VAV terminal unit, VAV terminal unit with reheat, series fan powered terminal unit, parallel fan powered terminal unit, supply and exhaust air volume terminals, and constant volume dual-duct terminal unit.
    a. The CVAV shall be application specific configuration and shall at all times maintain their certification. All control sequences within or programmed into the CVAV shall be stored in non-volatile memory, which is not dependent upon the presence of a battery to be retained.
    b. The controller shall have an internal velocity pressure sensor.
    c. The CVAV shall provide LED indication of communication and controller performance to the technician, without cover removal.
    d. CVAV's shall have mixture of I/O including dry contact digital inputs, universal inputs (configurable as of 4-20 mA, 0-10 VDC, thermistor and RTD in the range 0 to 350,000 ohm), universal outputs (4-20mA, 0-10 VDC, or digital), and digital outputs (24 VAC TRIAC).
    e. The controller shall provide an integrated actuator option.

H. UV, FCU Controller
1. Advanced Application Controller (AAC) - a controller designed for more conventional sequences of operations such as small AHUs, fan coil units, unit ventilators with real time clock, 8 analog outputs, 10 universal inputs,. AAC's are to allow for the flexibility of custom control programming to meet the

needed sequences of operation. AAC's shall be selected based upon I/O requirements. Additional I/O may be added via expansion modules.

a. All AAC's shall be application programmable and shall at all times maintain their certification. All control sequences within or programmed into the AAC shall be stored in non-volatile memory, which is not dependent upon the presence of a battery to be retained.
b. The AAC shall provide LED indication of communication and controller performance to the technician, without cover removal.
c. AAC's shall have mixture of I/O including dry contact digital inputs, universal inputs (configurable as of 4-20 mA, 0-10 VDC, thermistor and RTD in the range 0 to 350,000 ohm), universal outputs (4-20mA, 0-10 VDC, or digital), and digital outputs (24 VAC TRIAC).

2.5 DDC Sensors and Point Hardware

A. Temperature Sensors

1. Acceptable Manufacturers: Veris, Distech, Honeywell, ACI
2. All temperature devices shall use precision thermistors accurate to +/- 1 degree F over a range of –30 to 230 degrees F. Space temperature sensors shall be accurate to +/- .5 degrees F over a range of 40 to 100 degrees F.
3. Room Sensor: Standard space sensors shall be available in an [off white] [black] enclosure made of high impact ABS plastic for mounting on a standard electrical box. Basis of Design: Veris TW Series
   a. Where manual overrides are required, the sensor housing shall feature both an optional sliding mechanism for adjusting the space temperature setpoint, as well as a push button for selecting after hours operation.
   b. Where a local display is specified, the sensor shall incorporate an LCD display for viewing the space temperature, setpoint and other operator selectable parameters. Using built in buttons, operators shall be able to adjust setpoints directly from the sensor.
4. Duct Probe Sensor: Sensing element shall be fully encapsulated in potting material within a stainless steel probe. Useable in air handling applications where the coil or duct area is less than 14 square feet. Basis of Design: Veris TD Series
5. Duct Averaging Sensor: Averaging sensors shall be employed in ducts which are larger than 14 square feet. The averaging sensor tube shall contain at least one thermistor for every 3 feet, with a minimum tube length of 6 feet. The averaging sensor shall be constructed of rigid or flexible copper tubing. Basis of Design: Veris TA Series
6. Pipe Immersion Sensor: Immersion sensors shall be employed for measurement of temperature in all chilled and hot water applications as well as refrigerant applications. Provide sensor probe length suitable for application. Provide each sensor with a corresponding pipe-mounted sensor well, unless indicated otherwise. Sensor wells shall be stainless steel for non-corrosive fluids below 250 degrees F and 300 series stainless steel for all other applications. Basis of Design: Veris TI Series
7. Outside Air Sensor: Provide the sensing element on the building's north side.

Sensing element shall be fully encapsulated in potting material within a stainless steel probe. Probe shall be encased in PVC solar radiation shield and mounted in a weatherproof enclosure. Operating range -40 to 122 F, Basis of Design: Veris TO Series

8. A pneumatic signal shall not be allowed for sensing temperature.

B. Humidity Wall Transmitter
   1. Acceptable Manufacturer: Veris, Distech, Vaisala, Hy-Cal, Honeywell
   2. Transmitters shall be accurate to +/- [1] [2] % at full scale.
   3. Transmitter shall have replaceable sensing element.
   4. Sensor type shall be thin-film capacitive.
   5. Sensor element shall contain multipoint calibration on-board in nonvolatile memory
   6. Operating range shall be 0 - 100% RH noncondensing, 50 to 95 F
   7. Output shall be field selectable 4-20 mA or 0-5/0-10 VDC.
   8. Transmitter shall accept 12-30 VDC or 24 VAC supply power.
   9. Transmitter shall be available in an [off white] [black] enclosure made of high impact ABS plastic for mounting on a standard electrical box.
   10. Transmitter shall have LCD display
   11. Transmitter shall be available with a certification of NIST calibration
   12. [Transmitter shall have integrated temperature sensor]
   13. Basis of Design: Veris HWL Series

C. Humidity Duct Transmitter
   1. Acceptable Manufacturer: Veris, ACI, Vaisala, Hy-Cal, Honeywell
   2. Transmitters shall be accurate to +/- [1] [2] % at full scale.
   3. Transmitter shall be fully encapsulated in potting material within a stainless steel probe.
   4. Transmitter shall have replaceable sensing element.
   5. Sensor type shall be thin-film capacitive.
   6. Sensor element shall contain multipoint calibration on-board in nonvolatile memory
   7. Operating range shall be 0 - 100% RH noncondensing, -40 to 122 F
   8. Output shall be 4-20 mA or 0-5/0-10 VDC.
   9. Transmitter shall accept 12-30 VDC or 24 VAC supply power.
   10. Transmitter shall be available with a certification of NIST calibration
   11. [Transmitter shall have integrated temperature sensor]
   12. Basis of Design: Veris HD Series

D. Humidity Outdoor Transmitter
   1. Acceptable Manufacturer: Veris, ACI, Vaisala, Hy-Cal, Honeywell
   2. Transmitters shall be accurate to +/- 2% at full scale.
   3. Transmitter shall be fully encapsulated in potting material within a stainless steel probe. Probe shall be encased in PVC solar radiation shield and mounted in a weatherproof enclosure.
   4. Transmitter shall have replaceable sensing element.
   5. Sensor type shall be thin-film capacitive.

6. Sensor element shall contain multipoint calibration on-board in nonvolatile memory
7. Operating range shall be 0 - 100% RH noncondensing, -40 to 122 F
8. Output shall be 4-20 mA or 0-5/0-10 VDC.
9. Transmitter shall accept 12-30 VDC or 24 VAC supply power.
10. Transmitter shall be available with a certification of NIST calibration
11. [Transmitter shall have integrated temperature sensor]
12. Basis of Design: Veris HO Series

E. Carbon Dioxide Wall Transmitter:
1. Acceptable Manufacturer: Veris, Honeywell, Distech
2. Sensor type shall be Non-dispersive infrared (NDIR).and gold plated optics shall be provided.
3. Accuracy shall be ±30 ppm ±2% of measured value with annual drift of ±10 ppm.
4. Repeatability shall be ±20 ppm ±1% of measured value
5. Response Time shall be <60 seconds for 90% step change
6. Outputs shall be field selectable [Analog: 4-20mA or 0-5/0-10VDC] [Protocol: Modbus or BACnet] with [SPDT Relay 1A@30VDC] [temperature setpoint slider]
7. Transmitter shall accept 12-30 VDC or 24 VAC supply power.
8. Temperature Range: [32° to 122°F (CO2 only)] [50° to 95°F (with humidity option)]
9. Output range shall be programmable 0-2000 or 0-5000 ppm
10. Transmitter shall be available in an [off white] [black] enclosure for mounting on a standard electrical box.
11. Transmitter shall have LCD display for commissioning and provide additional faceplate to conceal LCD display where occupants may misinterpret CO2 readings.
12. Calibration method: Self calibration method eliminates the need for manual calibration and calibrates the sensor based on baseline calibrations measured during unoccupied periods in the space. Sensor shall not require manual calibration over a minimum product rated life of 15 years.

F. Carbon Dioxide Duct Transmitter:
1. Acceptable Manufacturer: Veris, Honeywell, Distech
2. Sensor type shall be Non-dispersive infrared (NDIR) and provide gold plated optics.
3. Accuracy shall be ±30 ppm ±2% of measured value with annual drift of ±10 ppm. Calibration method: Self calibration method eliminates the need for manual calibration and calibrates the sensor based on baseline calibrations measured during unoccupied periods in the space. Sensor shall not require manual calibration over a minimum product rated life of 15 years.
4.
5. Repeatability shall be ±20 ppm ±1% of measured value
6. Response Time shall be <60 seconds for 90% step change
7. Outputs shall be field selectable Analog: 4-20mA or 0-5/0-10VDC with SPDT

Relay 1A@30VDC

8. Transmitter shall accept 12-30 VDC or 24 VAC supply power.
9. Temperature Range: 32° to 122°F
10. Output range shall be programmable 0-2000 or 0-5000 ppm
11. Enclosure shall not require remote pickup tubes and make use of integrated H-beam probe to channel air flow to sensor.
12. Enclosure lid shall require no screws and make use of snap on features for attachment
13. Enclosure shall be made of high impact ABS plastic
14. Transmitter shall have LCD display

G. Air Pressure Transmitters.

1. Acceptable Manufacturers: Veris, Distech, KMC, Modus, Dwyer, BAPI
2. Sensor shall be microprocessor profiled ceramic capacitive sensing element
3. Transmitter shall have 14 selectable ranges from 0.1 – 10" WC
4. Transmitter shall be +/- 1% accurate in each selected range including linearity, repeatability, hysteresis, stability, and temperature compensation.
5. Transmitter shall be field configurable to mount on wall or duct with static probe
6. Transmitter shall be field selectable for Unidirectional or Bidirectional
7. Maximum operating pressure shall be 200% of design pressure.
8. Output shall be field selectable 4-20 mA or 0-5/0-10 VDC linear.
9. Transmitter shall accept 12-30 VDC or 24 VAC supply power
10. Response time shall be field selectable T95 in 20 sec or T95 in 2 sec
11. Transmitter shall have an LCD display
12. Units shall be field selectable for WC or PA
13. Transmitter shall have provision for zeroing by pushbutton or digital input.
14. Transmitter shall be available with a certification of NIST calibration
15. Basis of Design: Veris model PXU.

H. Liquid Differential Pressure Transmitters:

1. Acceptable Manufacturers: Veris, Setra, Kele, Rosemount, Foxboro
2. Transmitter shall be microprocessor based
3. Transmitter shall use two independent gauge pressure sensors to measure and calculate differential pressure
4. Transmitter shall have 4 switch selectable ranges
5. Transmitter shall have test mode to produce full-scale output automatically.
6. Transmitter shall have provision for zeroing by pushbutton or digital input.
7. Transmitter shall have field selectable outputs of 0-5V, 0-10V, and 4-20mA.
8. Transmitter shall have field selectable electronic surge damping
9. Transmitter shall have an electronic port swap feature
10. Transmitter shall accept 12-30 VDC or 24 VAC supply power
11. Sensor shall be 17-4 PH stainless steel where it contacts the working fluid.
12. Performance:
    a. Accuracy shall be ±1% F.S. and ±2% F.S. for lowest selectable range
    b. Long term stability shall be ±0.25%
    c. Sensor temperature operating range shall be -4° to 185°F

d. Operating environment shall be 14° to 131°F; 10-90% RH noncondensing
e. Proof pressure shall be 2x max. F.S. range
f. Burst pressure shall be 5x max. F.S. range

13. Transmitter shall be encased in a NEMA 4 enclosure
14. Enclosure shall be white powder-coated aluminum
15. Transmitter shall be available with a certification of NIST calibration
16. [Transmitter shall be preinstalled on a bypass valve manifold]
17. Basis of Design: Veris PW

I. Current Sensors

1. Current status switches shall be used to monitor fans, pumps, motors and electrical loads. Current switches shall be available in split core models, and offer either a digital or an analog signal to the automation system. Acceptable manufacturers: Veris, Kele

J. Current Status Switches for Constant Load Devices

1. Acceptable Manufacturers: Veris, RE Technologies
2. General: Factory programmed current sensor to detect motor undercurrent situations such as belt or coupling loss on constant loads. Sensor shall store motor current as operating parameter in non-volatile memory. Push-button to clear memory.
3. Visual LED indicator for status.
4. Split core sensor, induced powered from monitored load and isolated to 600 VAC rms. Sensor shall indicate status from 0.5 A to 175 A.
5. Normally open current sensor output. 0.1A at 30 VAC/DC.
6. Basis of Design: Veris Model H608.

K. Current Status Switches for Constant Load Devices (Auto Calibration)

1. Acceptable Manufacturer: Veris, RE Technologies
2. General: Microprocessor based, self-learning, self-calibrating current switch. Calibration-free status for both under and overcurrent, LCD display, and slide-switch selectable trip point limits. At initial power-up automatically learns average current on the line with no action required by the installer
3. Split core sensor, induced powered from monitored load and isolated to 600 VAC rms. Sensor shall indicate status from 2.5 A to 200 A.
4. Display: Backlit LCD; illuminates when monitored current exceeds 4.5A
5. Nominal Trip Point: ±40%, ±60%, or on/off (user selectable)
6. Normally open current sensor output. 0.1A at 30 VAC/DC.
7. Basis of Design: Veris Model H11D.

L. Current Status Switches for Variable Frequency Drive Application

1. Acceptable Manufacturer: Veris, RE Technologies
2. General: Microprocessor controlled, self-learning, self-calibrating current sensor to detect motor undercurrent and overcurrent situations such as belt loss, coupling shear, and mechanical failure on variable loads. Sensor shall store motor current as operating parameter in non-volatile memory. Push-button to clear memory and relearn.

3. Visual LED indicator for status.
4. Alarm Limits: ±20% of learned current in every 5 Hz freq. band
5. Split core sensor, induced powered from monitored load and isolated to 600 VAC rms. Sensor shall indicate status from 1.5 A to 150 A and from 12 to 115 Hz.
6. Normally open current sensor output. 0.1A at 30 VAC/DC.
7. Basis of Design: Veris Model H614.

M. Liquid Flow, Insertion Type Turbine Flowmeter:
1. Acceptable Manufacturer: Onicon, Hersey
2. General: Turbine-type insertion flow meter designed for use in pipe sizes 1 1/2" and greater. Available in hot tap configuration with isolation valves and mounting hardware to install or remove the sensor from pipeline that is difficult to shut down or drain
3. Performance:
   a. Accuracy ±1% of rate over optimum flow range; ≥10 upstream and ≥5 downstream straight pipe diameters, uninterrupted flow
   b. Repeatability ±0.5%
   c. Velocity Range: 0.3 to 20 FPS
   d. Pressure Drop 0.5 psi or less @ 10 ft/sec for all pipe sizes 1.5" dia and up
   e. Pressure Rating: 1000 psi @ 70°F
4. Maximum Temperature Rating: 300°F
5. Materials: Stainless Steel or Brass body; Stainless steel impeller
6. Transmitter:
   a. Power Supply: 12 - 30VAC or 8 - 35VDC.
      a) Output: [Frequency] [4-20 mA] [Scaled Pulse]
   b. Temperature Range: 14° to 150°F
   c. Display: 8 character 3/8" LCD (Optional)
   d. Enclosure: NEMA 4, Polypropylene with Viton® sealed acrylic cover

N. Liquid Flow/Energy Transmitter, Non-invasive Ultrasonic (Clamp-on):
1. Acceptable Manufacturers: Veris, Onicon
2. General: Clamp-on digital correlation transit-time ultrasonic flow meter designed for clean liquids or liquids containing small amounts of suspended solids or aeration. Optional temperature sensors for BTU calculations.
3. Liquid: water, brine, raw sewage, ethylene, glycol, glycerin, others. Contact manufacturer for other fluid compatibility
4. Pipe Surface Temperature: Pipe dia 1/2" to 2":-40-185°F; Pipe dia > 2": -40-250°F
5. Performance:
   a. Flow Accuracy:
      a) Pipe dia 1/2" to 3/4" 1% of full scale
      b) Pipe dia 1" to 2" 1% of reading from 4-40 FPS
      c) Pipe dia 2" to 100" 1% of reading from 1-40 FPS
   b. Flow Repeatability ±0.01% of reading
   c. Velocity Range: (Bidirectional flow)

a) Pipe dia 1/2" to 2" 2 to 40 FPS
b) Pipe dia 2" to 100" 1 to 40 FPS

d. Flow Sensitivity 0.001 FPS
e. Temperature Accuracy (energy): 32-212°F; Absolute 0.45°F; Difference 0.18°F
f. Temperature Sensitivity: 0.05°F
g. Temperature Repeatability: ±0.05% of reading

6. Transmitter:
   a. Power Supply: 95 to 264 VAC, 47 to 63 Hz or 10 to 28 VDC.
   b. Output: [RJ45] [Modbus TCP/IP] [Ethernet/IP] [BACnet/IP] [Pulse] [4-20 mA] [RS-485 Modbus RTU}
   c. Temperature Range: -40 to +185°F
   d. Display: 2 line backlit LCD with keypad
   e. Enclosure: NEMA 4, (IP65), Powder-coated aluminum, polycarbonate
7. Agency Rating: UL 1604, EN 60079-0/15, CSA C22.2, CSA Class 1 (Pipe > 2")
8. Basis of Design: Veris FST & FSR series

O. Analog Electric/Pneumatic Transducer:
1. Acceptable Manufacturers: Veris, ACI, RE Technologies
2. General: Micro-controlled poppet valve for high accuracy and with no air loss in the system. Field configurable for pressure sensing in multiple applications.
3. Power Supply: 22-30VDC, 20-30VAC
4. Control Input: 4-20mA, 0-10V, 0-5V; jumper selectable
5. Performance:
   a. Accuracy: 1% full scale; combined linearity, hysteresis, repeatability
   b. Compensated Temperature Range: 25° to 140°F
   c. Temp Coefficient: ±0.05%°C
   d. Operating Environment: 10-90% RH, non-condensing; 25° to 140°F
6. Supply Pressure: 45 psig max.
7. Manual Override: Jumper selectable mode, digital pushbutton adjust
8. Alarm Contact: 100mA@30VAC/DC (Optional)
9. Control Range 0-20 psig or 3-15 psig; jumper selectable
10. Pressure Differential 0.1 psig (supply to branch)
11. Pressure Indication Electronic, 3-1/2 digit LCD
12. Housing: Mounted on standard SnapTrack; Optional clear dust cover
13. Basis of Design: Veris EP Series

P. Control Valves
1. Acceptable Manufacturer: Belimo
2. Provide automatic control valves suitable for the specified controlled media (steam, water or glycol). Use characterized ball valves for 2" and under, heating valves fail open. Cooling valves fail closed unless otherwise noted. Provide NEMA 3 enclosure where subject to moisture. Provide valves which mate and match the material of the connected piping. Equip control valves with 24VAC modulating actuators of required input power type and control signal type to accurately position the flow control element and provide

sufficient force to achieve required leakage specification.

3. Control valves and actuators shall be from the same manufacturer.
4. Control valves shall meet the heating and cooling loads specified, and close off against the differential pressure conditions within the application. Valves should be sized to operate accurately and with stability from 10 to 100% of the maximum design flow. CV to be approximately ½ of GPM.
5. Trim material shall be stainless steel for steam and high differential pressure applications.
6. Electric actuation should be provided on all terminal unit reheat applications unless electric heat is provided.

Q. Damper Actuators

1. Acceptable Manufacturer: Honeywell, Belimo, Distech
2. Damper actuators shall be Belimo electronic, and shall be direct coupled over the shaft, without the need for connecting linkage. The actuator shall have electronic overload circuitry to prevent damage. For power-failure/safety applications, an internal mechanical, spring return mechanism shall be built into the actuator housing. Non-spring return actuators shall have an external manual gear release to allow positioning of the damper when the actuator is not powered. Control damper actuators shall be furnished by the Control System Contractor. Provide a minimum of 5 in-lb torque per square foot of damper area. All applications requiring proportional operation shall utilize truly proportional electric actuators. Only actuators with proven equal or lesser failure rate will be considered.

R. Airflow Measuring Stations

1. Acceptable Manufacturers: Ebtron, Tek-air Systems
2. Provide a thermal anemometer using instrument grade self heated thermistor sensors with thermistor temperature sensors.
3. The flow station shall operate over a range of 0 to 5,000 feet/min with an accuracy of +/- 2% over 500 feet/min and +/- 10 ft/min for reading less than 500 feet/min.

2.6 OTHER CONTROL SYSTEM HARDWARE

A. Temperature Control Panels: Furnish temperature control panels of code gauge steel with locking doors for mounting all devices as shown. All electrical devices within a control panel shall be factory wired. Control panel shall be assembled by the BMS in a UL-Certified 508A panel shop. A complete set of ' as-built' control drawings (relating to the controls within that panel) shall be furnished within each control panel.

B. Low Air Temperature Sensors: Provide SPST type switch, with 15 to 55 degrees F (-9 to 13 degrees C), range, vapor-charged temperature sensor. Approved manufacturers: JCI, Dynacon

C. Relays: Start/stop relay model shall provide either momentary or maintained switching action as appropriate for the motor being started. All relays shall be

plugged in, interchangeable, mounted on a sub base and wired to numbered terminals strips. Relays installed in panels shall all be DPDT with indicating lamp. Relays installed outside of controlled devices shall be enclosed in a NEMA enclosure suitable for the location. Relays shall be labeled with UR symbol. RIB-style relays are acceptable for remote enable/disable.

D. Emergency Stop Switches: Provide toggle-type switch with normally-closed contact. Switch shall be labeled "AIR HANDLER EMERGENCY SHUTOFF, NORMAL - OFF.".

E. Control Power Transformers: Provide step-down transformers for all DDC controllers and devices as required. Transformers shall be sized for the load, but shall be sized for 50 watts, minimum. Transformers shall be UL listed Class 2 type, for 120 VAC/24 VAC operation.

F. Line voltage protection: All DDC system control panels that are powered by 120 VAC circuits shall be provided with surge protection. This protection is in addition to any internal protection provided by the manufacturer. The protection shall meet UL, ULC 1449, IEEE C62.41B. A grounding conductor, (minimum 12 AWG), shall be brought to each control panel.

2.7 N4 SUPERVISOR & WEB BROWSER GUI - SYSTEM OVERVIEW

A. The BAS Contractor shall provide system software based on server/thin-client architecture, designed around the open standards of web technology. The N4 supervisor shall communicate using Ethernet and TCP. N4 supervisor shall be accessed using a web browser over Owner intranet and remotely over the Internet.

B. The intent of the thin-client architecture is to provide the operator(s) complete access to the BAS system via a web browser. The thin-client web browser Graphical User Interface (GUI) shall be browser and operating system agnostic, meaning it will support HTML5 enabled browsers without requiring proprietary operator interface and configuration programs or browser plug-ins. Microsoft, Firefox, and Chrome browsers (current released versions), and Windows as well as non-Window operating systems.

C. The N4 supervisor software shall support at least the following platforms (Windows 10 Pro 64bit and Windows Server 2016). The N4 supervisor software shall be developed and tested by the manufacturer of the system stand-alone controllers and network controllers/routers.

D. The web browser GUI shall provide a completely interactive user interface and shall provide a HTML5 experience that supports the following features as a minimum:
   1. Trending.
   2. Scheduling.
   3. Electrical demand limiting.
   4. Duty Cycling.
   5. Downloading Memory to field devices.
   6. Real time 'live' Graphic Programs.

7. Tree Navigation.
8. Parameter change of properties.
9. Set point adjustments.
10. Alarm / event information.
11. Configuration of operators.
12. Execution of global commands.
13. Add, delete, and modify graphics and displayed data.

E. Software Components: All software shall be the most current version. All software components of the BAS system software shall be provided and installed as part of this project. BAS software components shall include:
1. N4 supervisor Software, Database and Web Browser Graphical User Interface.
2. Software Maintenance Agreement license as specified. Labor to implement future upgrades is not included.
3. Embedded System Configuration Utilities for future modifications to the system and controllers.
4. Embedded Graphical Programming Tools.
5. Embedded Application Software.

F. N4 supervisor Database: The N4 supervisor software shall utilize a Java Database Connectivity (JDBC) compatible database such as: MS SQL 8.0, Oracle 8i or IBM DB2. BAS systems written to Non -Standard and/or Proprietary databases are NOT acceptable.

G. Thin Client - Web Browser Based: The GUI shall be thin client or browser based and shall meet the following criteria:
1. Web Browser's for PC's: Only the current released browser (Edge/Firefox/Chrome) will be required as the GUI and a valid connection to the server network. No installation of any custom software shall be required on the operator's GUI workstation/client. Connection shall be over an intranet or the Internet.
2. Secure Socket Layers: Communication between the Web Browser GUI and N4 supervisor shall offer encryption using 128-bit encryption technology within Secure Socket Layers (SSL). Communication protocol shall be Hyper-Text Transfer Protocol (HTTP).

2.8 WEB BROWSER GRAPHICAL USER INTERFACE

A. Web Browser Navigation: The Thin Client web browser GUI shall provide a comprehensive user interface. Using a collection of web pages, it shall be constructed to "feel" like a single application and provide a complete and intuitive mouse/menu driven operator interface. It shall be possible to navigate through the system using a web browser to accomplish requirements of this specification. The Web Browser GUI shall (as a minimum) provide for navigation, and for display of animated graphics, schedules, alarms/events, live graphic programs, active graphic set point controls, configuration menus for operator access, reports and reporting actions for events. The Department of Adult Corrections (DAC) is moving towards a standard, clean look and feel for their graphics across all buildings and sites to

ensure users can most effectively utilize this tool. Part 3 specifies how these graphics are to look and feel.

B. Login: On launching the web browser and selecting the appropriate domain name or IP address, the operator shall be presented with a login page that will require a login name and strong password. Navigation in the system shall be dependent on the operator's role-based application control privileges.

C. Navigation: Navigation through the GUI shall be accomplished by clicking on the appropriate level of a navigation tree (consisting of an expandable and collapsible tree control like Microsoft's Explorer program) and/or by selecting dynamic links to other system graphics. Both the navigation tree and action pane shall be displayed simultaneously, enabling the operator to select a specific system or equipment and view the corresponding graphic. The navigation tree shall as a minimum provide the following views: Geographic, Network, Groups and Configuration.
   1. Geographic View shall display a logical geographic hierarchy of the system including: cities, sites, buildings, building systems, floors, equipment and objects.
   2. Groups View shall display Scheduled Groups and custom reports.
   3. Configuration View shall display all the configuration categories (Operators, Schedule, Event, Reporting and Roles).

D. Action Pane: The Action Pane shall provide several functional views for each subsystem specified. A functional view shall be accessed by clicking on the corresponding button:
   1. Graphics: Using graphical format suitable for display in a web browser, graphics shall include aerial building/campus views, color building floor-plans, equipment drawings, active graphic set point controls, web content and other valid HTML elements. The data on each graphic page shall automatically refresh.
   2. Dashboards: User customizable data using drag and drop HTML5 elements. Shall include Web Charts, Gauges, and other custom developed widgets for web browser. User shall have ability to save custom dashboards.
   3. Search: User shall have multiple options for searching data based upon Tags. Associated equipment, real time data, Properties, and Trends shall be available in result.
   4. Properties: Shall include graphic controls and text for the following: Locking or overriding objects, demand strategies, and any other valid data required for setup. Changes made to the properties pages shall require the operator to depress an 'accept/cancel' button.
   5. Schedules: Shall be used to create, modify/edit and view schedules based on the systems hierarchy (using the navigation tree).
   6. Alarms: Shall be used to view alarm information geographically (using the navigation tree), acknowledge alarms, sort alarms by category, actions and verify reporting actions.
   7. Charting: Shall be used to display associated trend and historical data, modify colors, date range, axis and scaling. User shall have ability to create HTML

charts through web browser without utilizing chart builder. User shall be able to drag and drop single or multiple data points, including schedules, and apply status colors for analysis.

8. Logic - Live Graphic Programs: Shall be used to display' live' graphic programs of the control algorithm, (micro block programming) for the mechanical/electrical system selected in the navigation tree, including current parameter values.
9. Other actions such as Print, Help, Command, and Logout shall be available via a drop-down window.

E. High Resolution Color Graphics: The Web Browser GUI shall make extensive use of color in the graphic pane to communicate information related to set points and comfort. Animated .gifs, .png, or .jpg, vector scalable, active set point graphic controls shall be used to enhance usability. Graphics tools used to create Web Browser graphics shall be non-proprietary and conform to the following basic criteria:
   1. Display Size: The GUI workstation software shall graphically display in a minimum of 1920 by 1200 pixels 32 bit True Color.
   2. General Graphic: General area maps shall show locations of controlled buildings in relation to local landmarks.
   3. Color Floor Plans: Floor plan graphics shall show heating and cooling zones throughout the buildings in a range of colors, as selected by Owner.
   4. Mechanical Components: Mechanical system graphics shall show the type of mechanical system components serving any zone through the use of a pictorial representation of components. Selected I/O points being controlled or monitored for each piece of equipment shall be displayed with the appropriate engineering units. Animation shall be used for rotation or moving mechanical components to enhance usability.
   5. Minimum System Color Graphics: Color graphics shall be selected and displayed via a web browser for the following:
      a. Each piece of equipment monitored or controlled including each terminal unit.
      b. Each building.
      c. Each floor and zone controlled.
   6. Color Coding for Piping:
      a. Steam Supply: Steel gray with red letters and arrows
      b. Steam Condensate Return: Steel gray with orange letters and arrows
      c. Chilled Water Supply: Royal blue with baby blue letters and arrows
      d. Chilled Water Return: Royal blue with orange letters and arrows
      e. Condenser Supply: Light blue with red letters
      f. Condenser Return: Light blue with orange letters
      g. Hot Water Supply: Red with orange letters and arrows
      h. Hot Water Return: Red with baby blue letters and arrows
      i. Geothermal Supply: Aqua with red arrows

j. Geothermal Return: Aqua with blue arrows
k. Dual Temperature Supply: Cyan with Red & royal blue letters/arrows
l. Dual Temperature Return: Cyan with Orange & light blue letters/arrows
m. Natural Gas Piping: Safety Yellow
n. Domestic Water, Cold: Green with light blue letters/arrows
o. Domestic Water Hot: Green with red letters/arrows

F. Hierarchical Schedules: Utilizing the Navigation Tree displayed in the web browser GUI, an operator (with proper access credentials) shall be able to define a Normal, Holiday or Override schedule for an individual piece of equipment or room, or choose to apply a hierarchical schedule to the entire system, site or floor area. For example, Independence Day ' Holiday' for every level in the system would be created by clicking at the top of the geographic hierarchy defined in the Navigation Tree. No further operator intervention would be required and every control module in the system with would be automatically downloaded with the ' Independence Day' Holiday. All schedules that affect the system/area/equipment highlighted in the Navigation Tree shall be shown in a summary schedule table and graph.
1. Schedules: Schedules shall comply with the LonWorks and BACnet standards, (Schedule Object, Calendar Object, Weekly Schedule property and Exception Schedule property) and shall allow events to be scheduled based on:
a. Types of schedule shall be Normal, Holiday or Override.
b. A specific date.
c. A range of dates.
d. Any combination of Month of Year (1-12, any), Week of Month (1-5, last, any), Day of Week (M-Sun, Any).
e. Wildcard (example, allow combinations like second Tuesday of every month).
2. Schedule Categories: The system shall allow operators to define and edit scheduling categories (different types of "things" to be scheduled; for example, lighting, HVAC occupancy, etc.). The categories shall include: name, description, icon (to display in the hierarchy tree when icon option is selected) and type of value to be scheduled.
3. Schedule Groups: In addition to hierarchical scheduling, operators shall be able to define functional Schedule Groups, comprised of an arbitrary group of areas/rooms/equipment scattered throughout the facility and site. For example, the operator shall be able to define an ' individual tenant' group - who may occupy different areas within a building or buildings. Schedules applied to the ' tenant group' shall automatically be downloaded to control modules affecting spaces occupied by the ' tenant group'.
4. Intelligent Scheduling: The control system shall be intelligent enough to automatically turn on any supporting equipment needed to control the environment in an occupied space. If the operator schedules an individual room in a VAV system for occupancy, for example, the control logic shall automatically turn on the VAV air handling unit, chiller, boiler and/or any other equipment required to maintain the specified comfort and environmental

conditions within the room.

5. Partial Day Exceptions: Schedule events shall be able to accommodate a time range specified by the operator (ex: board meeting from 6 pm to 9 pm overrides Normal schedule for conference room).
6. Schedule Summary Graph: The schedule summary graph shall clearly show Normal versus Holiday versus Override Schedules and the net operating schedule that results from all contributing schedules. Note: In case of priority conflict between schedules at the different geographic hierarchy, the schedule for the more detailed geographic level shall apply.

G. Alarms: Alarms associated with a specific system, area, or equipment selected in the Navigation Tree, shall be displayed in the Action Pane by selecting an ' Alarms' view. Alarms, and reporting actions shall have the following capabilities: Alarms are to be set up to not be a nuisance but be instructive and will require tuning based on feedback during the warranty period.

1. Alarms View: Each Alarm shall display an Alarms Category (using a different icon for each alarm category), date/time of occurrence, current status, alarm report and a bold URL link to the associated graphic for the selected system, area or equipment. The URL link shall indicate the system location, address and other pertinent information. An operator shall easily be able to sort events, edit event templates and categories, acknowledge or force a return to normal in the Events View as specified in this section.
2. Alarm Categories: The operator shall be able to create, edit or delete alarm categories such as HVAC, Maintenance, Fire, or Generator. An icon shall be associated with each alarm category, enabling the operator to easily sort through multiple events displayed.
3. Alarm Templates: Alarm template shall define different types of alarms and their associated properties. As a minimum, properties shall include a reference name, verbose description, severity of alarm, acknowledgement requirements, and high/low limit and out of range information.
4. Alarm Areas: Alarm Areas enable an operator to assign specific Alarm Categories to specific Alarm Reporting Actions. For example, it shall be possible for an operator to assign all HVAC Maintenance Alarm on the 1st floor of a building to email the technician responsible for maintenance. The Navigation Tree shall be used to setup Alarm Areas in the Graphic Pane.
5. Alarm Time/Date Stamp: All events shall be generated at the DDC control module level and comprise the Time/Date Stamp using the standalone control module time and date.
6. Alarm Configuration: Operators shall be able to define the type of Alarm generated per object. A ' network' view of the Navigation Tree shall expose all objects and their respective Alarm Configuration. Configuration shall include assignment of Alarm, type of Acknowledgement and notification for return to normal or fault status.
7. Alarm Summary Counter: The view of Alarm in the Graphic Pane shall provide a numeric counter, indicating how many Alarms are active (in alarm), require acknowledgement and total number of Alarms in the N4 supervisor database.

8. Alarm Auto-Deletion: Alarms that are acknowledged and closed shall be auto-deleted from the database and archived to a text file after an operator defined period.
9. Alarm Reporting Actions: Alarm Reporting Actions specified shall be automatically launched (under certain conditions) after an Alarm is received by the N4 supervisor software. Operators shall be able to easily define these Reporting Actions using the Navigation Tree and Graphic Pane through the web browser GUI. Reporting Actions shall be as follows:
    a. Print: Alarm information shall be printed to the N4 supervisor's PC or a networked printer.
    b. Email: Email shall be sent via any POP3-compatible e-mail server (most Internet Service Providers use POP3). Email messages may be copied to several email accounts. Note: Email reporting action shall also be used to support alphanumeric paging services, where email servers support pagers.
    c. File Write: The ASCII File write reporting action shall enable the operator to append operator defined alarm information to any alarm through a text file. The alarm information that is written to the file shall be completely definable by the operator. The operator may enter text or attach other data point information (such as AHU discharge temperature and fan condition upon a high room temperature alarm).
    d. Write Property: The write property reporting action updates a property value in a hardware module.
    e. SNMP: The Simple Network Management Protocol (SNMP) reporting action sends an SNMP trap to a network in response to receiving an alarm.
    f. Run External Program: The Run External Program reporting action launches specified program in response to an event.

H. Trends: As system is engineered, all hard-wired points shall be enabled to trend. Trends shall both be displayed and user configurable through the Web Browser GUI. Trends shall comprise analog, digital or calculated points simultaneously. A trend log's properties shall be editable using the Navigation Tree and Graphic Pane.
1. Viewing Trends: The operator shall have the ability to view trends by using the Navigation Tree and selecting a Trends button in the Graphic Pane. The system shall allow y- and x-axis maximum ranges to be specified and shall be able to simultaneously graphically display multiple trends per graph.
2. Local Trends: Trend data shall be collected locally by Multi-Equipment/Single Equipment general-purpose controllers, and periodically uploaded to the N4 supervisor if historical trending is enabled for the object. Trend data, including run time hours and start time date shall be retained in non-volatile module memory. Systems that rely on a gateway/router to run trends are NOT acceptable.
3. Resolution. Sample intervals shall be as small as one second. Each trended point will have the ability to be trended at a different trend interval. When multiple points are selected for displays that have different trend intervals, the system will automatically scale the axis.

4. Dynamic Update. Trends shall be able to dynamically update at operator-defined intervals.
5. Zoom/Pan. It shall be possible to zoom-in on a particular section of a trend for more detailed examination and ' pan through' historical data by simply scrolling the mouse.
6. Numeric Value Display. It shall be possible to pick any sample on a trend and have the numerical value displayed.
7. Copy/Paste. The operator shall have the ability to pan through a historical trend and copy the data viewed to the clipboard using standard keystrokes (i.e. CTRL+C, CTRL+V).
8. Access: The owner will granted permanent full Administrative access to the entire system with no limitations or expiring licenses or renewals required. This access level allows the ability to add and/or delete accounts.

I. Security Access: Systems that Security access from the web browser GUI to N4 supervisor shall require a Login Name and Strong Password. Access to different areas of the BAS system shall be defined in terms of Role-Based Access Control privileges as specified:
   1. Roles: Roles shall reflect the actual roles of different types of operators. Each role shall comprise a set of ' easily understood English language' privileges. Roles shall be defined in terms of View, Edit and Function Privileges.
      a. View Privileges shall comprise: Navigation, Network, and Configuration Trees, Operators, Roles and Privileges, Alarm/Event Template and Reporting Action.
      b. Edit Privileges shall comprise: Set point, Tuning and Logic, Manual Override, and Point Assignment Parameters.
      c. Function Privileges shall comprise: Alarm/Event Acknowledgement, Control Module Memory Download, Upload, Schedules, Schedule Groups, Manual Commands, Print and Alarm/Event Maintenance.
   2. Geographic Assignment of Roles: Roles shall be geographically assigned using a similar expandable/collapsible navigation tree. For example, it shall be possible to assign two HVAC Technicians with similar competencies (and the same operator defined HVAC Role) to different areas of the system.

2.9 GRAPHICAL PROGRAMMING

A. The system software shall include a Graphic Programming Language (GPL) for all DDC control algorithms resident in all control modules. Any system that does not use a drag and drop method of graphical icon programming shall not be accepted. All systems shall use a GPL method used to create a sequence of operations by assembling graphic microblocks that represent each of the commands or functions necessary to complete a control sequence. Microblocks represent common logical control devices used in conventional control systems, such as relays, switches, high signal selectors etc., in addition to the more complex DDC and energy management strategies such as PID loops and optimum start. Each microblock shall be interactive and contain the programming necessary to execute the function of the device it represents.

B. Graphic programming shall be performed while on screen and using a mouse; each microblock shall be selected from a microblock library and assembled with other microblocks necessary to complete the specified sequence. Microblocks are then interconnected on screen using graphic "wires," each forming a logical connection. Once assembled, each logical grouping of microblocks and their interconnecting wires then forms a graphic function block which may be used to control any piece of equipment with a similar point configuration and sequence of operation.

C. Graphic Sequence: The clarity of the graphic sequence shall be such that the operator has the ability to verify that system programming meets the specifications, without having to learn or interpret a manufacturer's unique programming language. The graphic programming shall be self-documenting and provide the operator with an understandable and exact representation of each sequence of operation.

D. GPL Capabilities: The following is a minimum definition of the capabilities of the Graphic Programming software:
   1. Function Block (FB): Shall be a collection of points, microblocks and wires which have been connected together for the specific purpose of controlling a piece of HVAC equipment or a single mechanical system.
   2. Logical I/O: Input/Output points shall interface with the control modules in order to read various signals and/or values or to transmit signal or values to controlled devices.
   3. Microblocks: Shall be software devices that are represented graphically and may be connected together to perform a specified sequence. A library of microblocks shall be submitted with the control contractors bid.
   4. Wires: Shall be Graphical elements used to form logical connections between microblocks and between logical I/O.
   5. Reference Labels: Labels shall be similar to wires in that they are used to form logical connections between two points. Labels shall form a connection by reference instead of a visual connection, i.e. two points labeled 'A' on a drawing are logically connected even though there is no wire between them.
   6. Parameter: A parameter shall be a value that may be tied to the input of a microblock.
   7. Properties: Dialog boxes shall appear after a microblock has been inserted which has editable parameters associated with it. Default parameter dialog boxes shall contain various editable and non-editable fields, and shall contain 'push buttons' for the purpose of selecting default parameter settings.
   8. Icon: An icon shall be graphic representation of a software program. Each graphic microblock has an icon associated with it that graphically describes its function.
   9. Menu-bar Icon: Shall be an icon that is displayed on the menu bar on the GPL screen, which represents its associated graphic microblock.
   10. Live Graphical Programs: The Graphic Programming software shall support a ' live' mode, where all input/output data, calculated data and set points shall be displayed in a ' live' real-time mode.

2.10 BACNET NETWORK MANAGEMENT

A. Systems requiring the use of third-party BACnet network management tools shall not be accepted.

B. Network management shall include the following services: device identification, device installation, device configuration, device diagnostics, device maintenance and network variable binding.

C. The Network configuration tool shall also provide diagnostics to identify devices on the network, to reset devices and to view health and status counters within devices.

D. These tools shall provide the ability to "learn" an existing BACnet network, regardless of what network management tool(s) were used to install the existing network, so that existing BACnet devices and newly added devices are part of a single network management database.

E. The network management database shall be resident in the Network Area Controller (NAC), ensuring that anyone with proper authorization has access to the network management database at all times. Systems employing network management databases that are not resident, at all times and within the control system shall not be accepted.

PART 3 EXECUTION

3.1 WORK INCLUDED

A. Install the system as specified above and herein, and, along with the other supporting documents attached to and made part of this specification including representative page by page web graphics.
   1. Tier 1 applies to this specification.
   2. This package consists of:
      a. Page by Page layouts
      b. Navigation menus.
      c. Control Status for each equipment system
      d. Control Parameters for each equipment systems
      e. Standard trends
      f. Input/Output points listings
      g. Sequence of Operations
      h. Alarms and Analytics

B. Graphics: All local graphics and system access shall be integrated into the existing state rack mounted station located at NCCIW. Operators to this site will have full access, control, programming, graphic capabilities, etc.to modify the system in its entirety from this access.

C. System Graphics: The look, layout and feel of the work station graphics shall to the best degree possible mimic what is provided in the attached Graphics package and therefore part of this specification. This includes the menu and submenu structures reflected therein. However, this is intended as a guideline and not an exact representation of what is needed on each screen. As a minimum:
   1. The workstation/graphics shall provide full access via the Niagara platform to all underlying system modules, data, parameters, programming, etc.
      a. The Site Graphic shall consist, as a minimum, of the menu format indicated on both the vertical and horizontal plane. If additional information is available, provide under the appropriate menu selection.
      b. Provide links to the O&M manuals, specifications and drawings as indicated in the graphics package.
      c. All O&M manuals shall be electronically archived, and bookmarked by section and product. Owner shall have the chance to review and request the contractor make final changes to the bookmarks, bookmark structure, and, bookmark names.
   2. The system graphics (AHUs, zones, Boiler Plant, etc.) are representative in nature and need to be modified specific to this system.
   3. The representative Properties pages and information are a minimum that is to be provided with the ability to manipulate setpoints, limits, calibration, etc. as a minimum and with the appropriate access level.
   4. All other data points are to be modifiable from the block programming pages.
   5. The contractor is to coordinate with the customer (Electronics Controls Group-ECG) for access privileges. This group and Energy Management (EM)are to be provided the highest level access. There shall be no proprietary data. As a

minimum:

a. Level 10 (highest/Administrator)
    a) Test and balance parameters
    b) Hysteresis
    c) Minimum start and stops
    d) Ramp up and ramp downs
b. Sequencing enables shall be at the next highest level.
c. Provide the owner (ECG & EM) Administrator passwords at the initial sit down to discuss the submittals and proposed graphics.
d. The site user shall have a password that allows them to lock valves and dampers, and change room setpoints.

D. Point Names and Name Tagging: Shall be provided as identified in the Input and Output points listed in the design drawings and therefore made part of this specification. All name tagging shall comply with the Haystack protocol.

E. Function Block programming standards:
1. Programming shall only be through Only Function Block programming is permissible for programming.
2. Each "line" of block programming will be numbered to allow easy means of tracking of the logic (like a ladder diagram).
    a. The block programming shall be divided into submodules such as:
        a) Occupancy
        b) Fan Control
        c) Cooling Control
        d) Heating Control
        e) Damper Control
        f) Alarm & Safety
        g) Outside dependencies such as heating and cooling requests
    b. Each submodule shall be clearly identified as to function and the sequence of operation provided as text to simplify referencing between the code and sequence of operation required.
3. Connectors & Tags
    a. Connectors shall have reference "tags" to allow that line of logic/data to support submodule progamming as needed. These tags will be referenced by the ladder line number for easy tracking.
4. PID Loop Control: Control Loops shall be PID loop controls with appropriate PID parameters to reach and maintain setpoint with minimal offset/error.
5. Hysteresis: All thresholds/setpoints shall have hysteresis or dead band values to prevent constant resetting of setpoints up or down.
6. Setpoint Ramp Ups/Downs: All significant changes in setpoint adjustments shall be ramped up/down to prevent wild swings in PID loop controls

F. Reports:
1. Provide a report listing all variables that have been overridden, modules that have failed or are no longer communicating, and equipment that has been commanded on, but status indicates off. Provide a summary and then a detailed

list. See below:

a. # Points overridden: 3
b. # Modules not communicating: 3 of 13
c. # of Systems commanded on but status indicates Off
d. List of a.
e. List of b.
f. List of c.

2. Emails are to be sent to designated staff at Central Engineering

G. Trending:

1. "Standing" trends shall be provided as identified in the Graphics Package. These shall be set up "permanently" so the user does not have to create their own trends on the fly. The contractor is to meet with the Energy Manager to determine what will be shown on these standing trends.
2. Provide the ability to enter custom dates to access historic data and provide trends accordingly.
3. If available, provide a sliding bar that allows the user to simply slide the bar like a fast forward or fast reverse to access historic or current trend data.
4. On they fly trend capability shall also be provided. The owner shall be capable of saving these custom trends for future use and not have to reenter point and other relevant information.

H. Alarms: Alarms shall be set up as defined in the Alarms, Analysis and Energy Diagnostics tables. All alarm messages are to be populated as identified in these tables.

I. Initial Meeting:

a. Provide the owner the Administrative passwords and demonstrate the owner has full access to all aspects of the system. (The Owner's Representative in this case will be NC Department of Public Safety Central Engineering representatives intimately familiar with the design guidelines and standards, and, BMS operations. As a minimum this will be either an individual from the Electronics Controls Group Team, Energy Management or both):
b. Describe to the satisfaction of the Owner's Representative the following
    a) The owner has full rights and privileges to programming, graphic development, data access, etc.
    b) Representative graphics and similarity to the graphics provided as part of this package.
    c) Representative graphic programs documented as required above.
    d) How the algorithm for Optimal Start and Stop will successfully be accomplished.
    e) Representative standard trends as required by the attached graphics package, and how integrated into graphic displays.
    f) Point-by-Point test sheets that will be used for each system type.
    g) Training to be provided by the contractor and as outlined herein.

J. Mid Meeting: The contractor shall meet with ECG and/or EM as integration begins

to ensure the above standards continue to be met.

K. Seasonal Changes: The night setback temperatures and Optimal Start Stop parameters will be reviewed by the contractor during the cooling, and, during the heating season to ensure the HVAC systems can recover in time for Scheduled Occupancy and energy savings can be attained. This will be demonstrated via the Standard Trends. Particular care will be paid to setbacks for the weekend conditions since the HVAC systems could be off for extended periods of time. The contractor is to discuss these changes with ECG or EM before proceeding with the review, and, before making the changes.

L. Weather Conditions: Provide local weather conditions shall be obtained from the most local weather stations including Temperature, Humidity, Dewpoint, and rainfall.

M. Zones shall have their own unitary control module as identified within this document.

N. AHUs will have their own controller.

O. The chiller and boiler plants may utilize one controller equal to the ECB-600 controller and its compatible expansion controllers.

P. BACnet Cards: All data from equipment including but not limited to chillers, boilers, variable speed drives, and package units shall have BACnet cards installed. All data from the BACnet module shall be accessible to the customer from the graphical interface. The contractor is to coordinate with ECG or EM to discuss how the presentation of this information via the graphical interface.

Q. Analytics: As an alternate, provide the analytics as identified within the specification package.

3.2 Balance

A. The VAV TCU shall also provide an air flow balancing tool.

B. This tool shall allow the air balancer to manually control the action of the actuator including the following function: open VAV damper, close VAV damper, open all VAV dampers, and close all VAV dampers.

C. Systems not able to provide a web based air balance tool or a portable air flow balancing interface or an Intelligent Space Sensor (ISS) capable of balancing air flow as part of the VAV TCU controller shall provide an individual full time technician during the air flow balancing process to assure full balance compliance.

3.3 Control contractor shall provide a local computer to record trends and store graphics not stored on the Jace. Contractor to run Ethernet cable in conduit to location of owner”s internet access for final termination by owner.

3.4 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.5 GENERAL

A. Install system and materials in accordance with manufacturer's instructions, and as detailed on the project drawing set.

B. Line and low voltage electrical connections to control equipment shown specified or shown on the control diagrams shall be furnished and installed by the Control System Contractor in accordance with these specifications.

C. Equipment furnished by the Mechanical Contractor that is normally wired before installation shall be furnished completely wired. Control wiring normally performed in the field will be furnished and installed by the Control System Contractor.

D. All control devices mounted on the face of control panels shall be clearly identified as to function and system served with permanently engraved phenolic labels.

E. Location of controllers to be approved by Owner prior to installation.

3.6 WIRING

A. All control wiring to the control panels shall be the responsibility of the Control System Contractor. 120 VAC wiring to control panels shall be provided by Control Contractor from nearest panel with spare capacity unless otherwise noted to be by Electrical Contractor. 120 VAC surge protector to be provided and installed by Control System Contractor.

B. All wiring shall be in accordance with the Project Electrical Specifications (Division 26), the National Electrical Code and any applicable local codes. All control wiring shall be installed in raceways. All conduit installed by controls contractor shall be blue.

C. Excess wire shall not be looped or coiled in the controller cabinet.

D. All wires shall be labeled on each end with professional labeling system using label printer Brady Model BMP41 or equivalent using labels designed for wire marking. Labels shall indicate connection point on each end of wire.

E. Incorporate electrical noise suppression techniques in relay control circuits.

F. There shall be no drilling on the controller cabinet after the controls are mounted inside.

G. Careful stripping of wire while inside the cabinet is required to ensure that no wire strand fragments land on circuit boards.

H. Use manufacturer-specified wire for all network connections. LON network cable

jacket shall be blue. Network cable for integration of RS-485 BACnet or Modbus devices shall have an orange jacket.

I. All Input/Output cable shall have a yellow jacket. All output wiring shall be 18 gauge, minimum. All input wiring shall be 22 gauge minimum.

J. Use approved optical isolation, fiber optic converters, and lightning protection when penetrating building envelope.

K. Read installation instructions carefully. Any unavoidable deviations shall be approved by owner's rep prior to installation.

3.7 ACCEPTANCE TESTING

A. Upon completion of the installation, the Control System Contractor shall load all system software and start-up the system. The Control System Contractor shall perform all necessary calibration, testing and de-bugging and perform all required operational checks to insure that the system is functioning in full accordance with these specifications.

B. The Control System Contractor shall perform tests to verify proper performance of components, routines and points. Repeat tests until proper performance results are achieved. This testing shall include a point-by-point log to validate 100% of the input and output points of the DDC system operation. Sample Point-by-point test sheets to be provided at the 45 day meeting. Completed pages shall be sent to the owner as they are completed. Specifically:

1. Provide a point by point test. That ensures the following occurs. Means and methods will be by the contractor for confirmation of the following:
    a. Disconnect or short sensor as appropriate. Observe failure. Document alarm condition. Document reading on HVAC System Graphic, and, Properties page. Confirm failure mode. Upon sensor reaching status, calibrate.
2. Logic testing: Describe the logic to be tested and the desired outcome. Confirm operation.

C. System Acceptance: Satisfactory completion is when the Control System Contractor has performed successfully all the required testing to show performance compliance with the requirements of the Contract Documents to the satisfaction of the Owner's Representative. System acceptance shall be contingent upon completion and review of all corrected deficiencies.

D. Perform commissioning test where required.

3.8 OPERATOR TRAINING

A. During system commissioning and at such time acceptable performance of the Control System hardware and software has been established, the Control System Contractor shall provide on-site operator instruction to the owner's operating personnel. Operator instruction shall be done during normal working hours and shall

be performed by a competent representative familiar with the system hardware, software and accessories.

B. The Control System Contractor shall provide 8 total hours of training in two 4-hour sessions for system orientation, product maintenance and troubleshooting, programming and engineering. These classes are to be spread out during the 1st year warranty period. The first class starting after final commissioning and the second class is to be in the last month of 1-year warranty period.

C. Training shall be hands on and not the operator sitting in front of the computer while the trainee observes from behind. As a minimum:
   1. Trainee shall successfully and independently perform a point by point testing for at least two (2) of each type of points in the system.
   2. Trainee shall successfully demonstrate the ability to enter a schedule for a zone, and a group of zones at least three times.
   3. Trainee shall successfully be able to discuss how optimal start/stop works, night setback, hot and chilled water reset. They will also demonstrate an understanding of how the building envelope and its dynamics will impact optimal start/stop, and night setback limits.
   4. Contractor will create at least four scenarios where the HVAC system fails to work properly, and the trainee successfully tracks down the issue. As a minimum include:
      a. A Valve or control point locked on.
      b. A failed sensor.
      c. Heating system failure
      d. Cooling system failure.

D. Control System Contractor shall select the DDC controller platform currently used by NCDPS and with NCDPS Central Engineering Electronics Group having technical personnel certified on the selected platform. Control System Contractor will be required to provide manufacture certified training to 4 NCDPS employees if no employees are currently certified on the selected platform for this job.

3.9 WARRANTY PERIOD SERVICES

A. Equipment, materials and workmanship incorporated into the work shall be warranted for a period of two years from the time of system acceptance (not startup).

B. Within this period, upon notice by the Owner, any defects in the BMS due to faulty materials, methods of installation or workmanship shall be promptly repaired or replaced by the Control System Contractor at no expense to the Owner.

C. Maintenance of Computer Software Programs: The Control System Contractor shall maintain all software during the standard first year warranty period. In addition, all factory or sub-vendor upgrades to software during the first year warranty period shall be added to the systems, when they become available, at no additional cost. In addition to first year standard warranty, software provided by Control System Contractor shall come with a Software Maintenance Agreement as defined in section

1.3. All NAC and N4 supervisors are included in this coverage.

D. Maintenance of Control Hardware: The Control System Contractor shall inspect, repair, replace, adjust, and calibrate, as required, the controllers, control devices and associated peripheral units during the warranty period. The Control System Contractor shall then furnish a report describing the status of the equipment, problem areas (if any) noticed during service work, and description of the corrective actions taken. The report shall clearly certify that all hardware is functioning correctly.

E. Service Period: Calls for service by the Owner shall be honored within 24 hours and are not to be considered as part of routine maintenance.

F. Service Documentation: A copy of the service report associated with each owner-initiated service call shall be provided to the owner.

3.10 WARRANTY ACCESS

A. The Owner shall grant to the Control System Contractor reasonable access to the BMS during the warranty period. Remote access to the BMS (for the purpose of diagnostics and troubleshooting, via the Internet, during the warranty period) will be allowed.

3.11 OPERATION & MAINTENANCE MANUALS

A. See Division 1 for requirements. O&M manuals shall include the following elements, as a minimum and include all requirements as identified in Section 1.6 Submittals:

B. As a minimum, shop drawings shall contain:
1. A table of contents.
2. Equipment schedules.
3. Valve and damper schedules when applicable. Valve schedules shall include GPM, valve size, calculated Cv, valve Cv, pressure drop, close-off pressure, configuration (2-way or 3-way), and valve actuator data.
4. VAV box schedule. VAV box schedule shall include box size, K-Factor, and flow setpoints.
5. As-built schematic diagrams of all controlled equipment.
6. Final sequences of operation for all controlled equipment.
7. As-built controller wiring diagrams, including terminal number identification for all control wiring.
8. As-built wiring details for all field devices.
9. As-built network architecture diagram showing a high-level overview of the installed system.
10. As-built control system bus layout depicted on building floorplans.
11. As-built control panel layout diagrams depicting all panel mounted components.
12. Completed Performance Verification sheets.
13. Completed Controller Checkout/Calibration Sheets.

14. Manufacturer’s data sheets for all installed components.

3.12 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

Page 1: Main Page

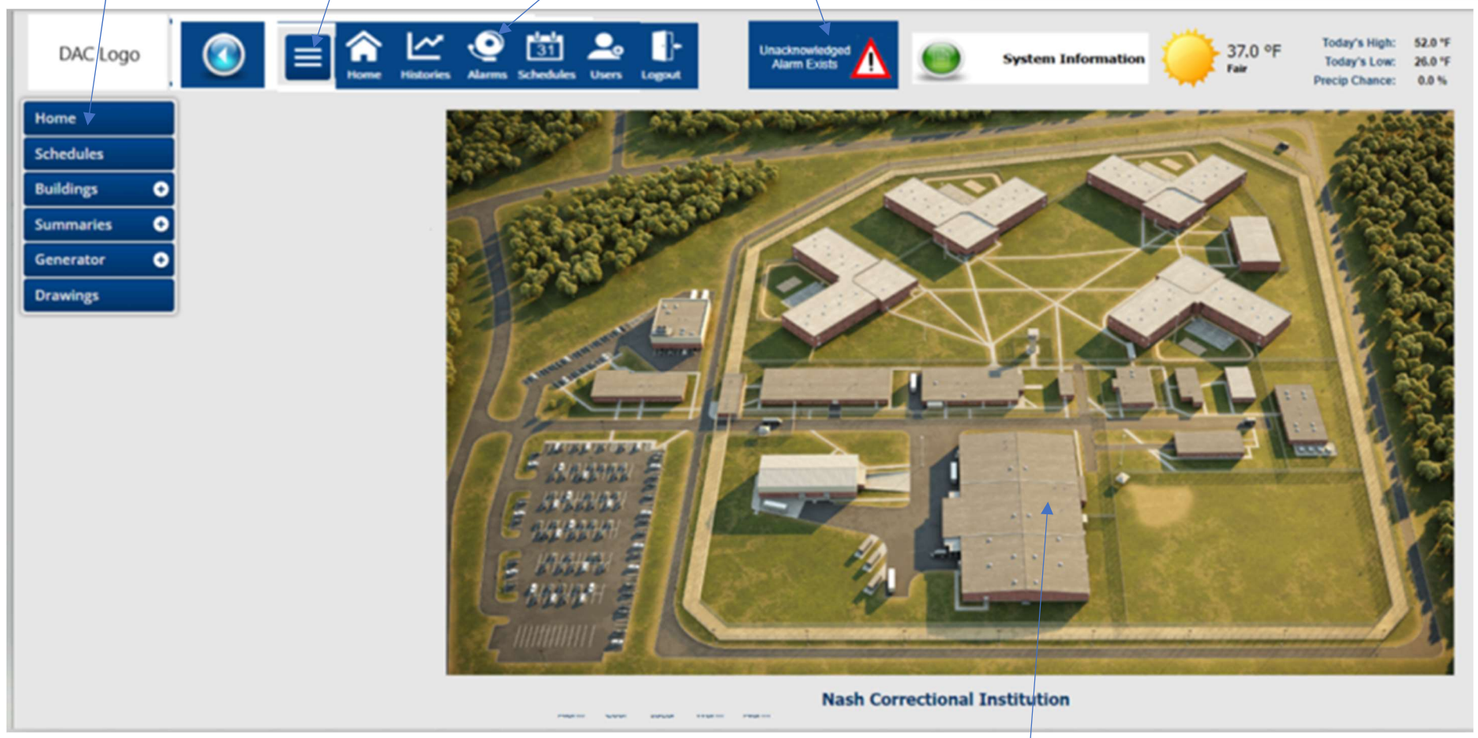
Side drop down menu. Typical all graphics. See **Page 2**

Selecting the menu button hides or displays the **Side drop down menu**

Menu across the top (typical all graphics): Background should be gray to match the overall background color for the graphic. Icons and letters should be blue to match the side menu

Both menus are standard on all web pages

Rename System Communication Status: Green: all modules communicating, Red, one or more are not communicating



Important Note! The standard or "canned" graphics that are provided with Tridium Niagara do not meet the level of detail and clarity for our standard graphics. Therefore they do not comply and are unacceptable.

Scale for 1920 x 1080 resolution

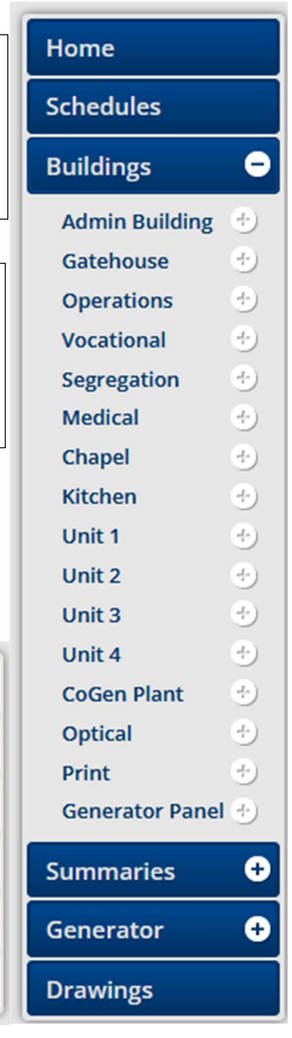
You can select a building to access the floor plans. Each floor of that building shall be selectable. Each floor level shall highlight when hovering over it indicating it is selectable and will bring up the related floorplan thermograph. See example **Page 3**

Page 2: Typical drop down menus

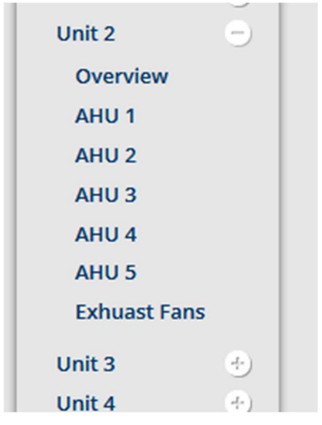
All Buildings and special systems (in this example the Generator Panel, but it could be electrical or water metering, etc.) will be listed whether included in the current system or not for future use.

Selecting a menu option with a "+" sign indicates a drop down menu with additional features

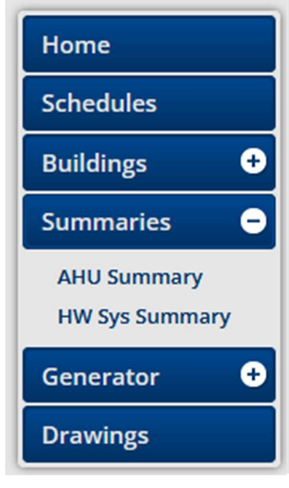
See Page 15 for Schedule Summary (all buildings)



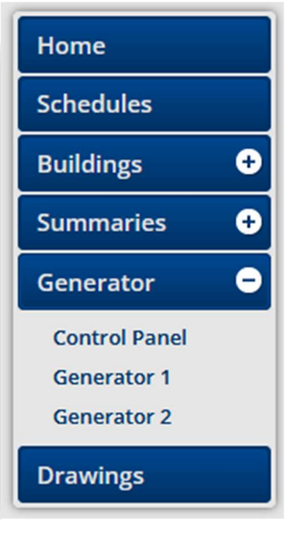
Note a typical drop down menu for a building. This would include other systems as applicable such as heating and cooling plants.



See **Pages 10 & 11** for a typical system summaries

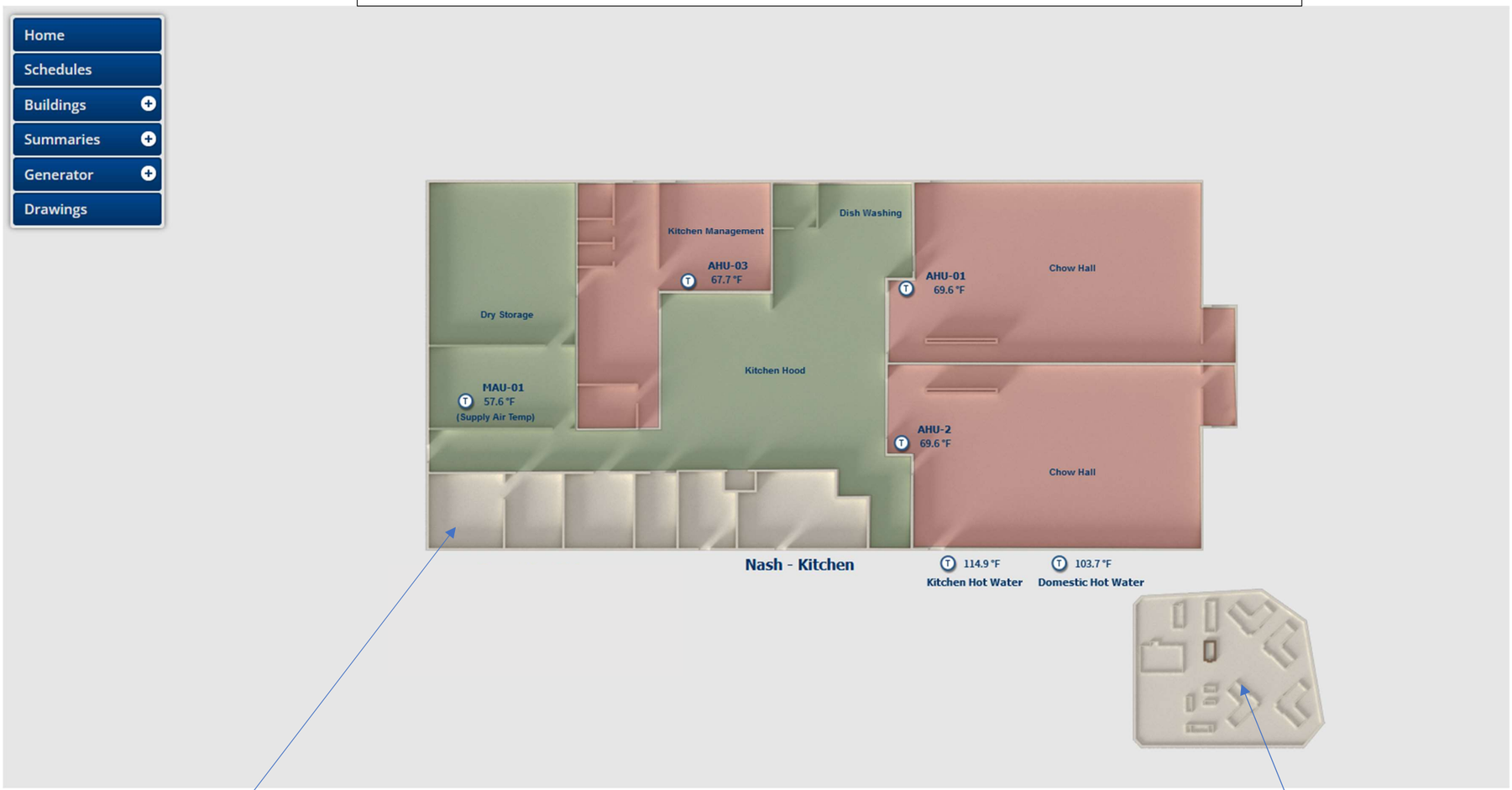


The Drawings page will pull up the shop drawing in their entirety. A separate document will be provided for O&M manuals for the BMS system, and, for the HVAC systems



Page 3: (Typical Floorplan)

Note temperature sensor details, and temperature values. Selecting **anywhere** in a zone will link you to that zone HVAC system. See **Page 4** for a typical system. Zones shall be clearly delineated between each other (provide a border around each zone)



Note the site map indicating the building at which you are looking. Currently this is a static graphic

Note typical floor plan color (tan). Ignore the green and red colors (that is a Tier 2 graphic requirement)

Page 4: Typical Equipment System (ex: AHU)

Each mouse button icon with right button depressed indicates this point can be adjusted.

Note Secondary Menu. Typical all equipment system pages

The top menu does not fully reflect all options. Refer to Page 1

Schedules relevant to this system. See **Page 16**

Provide horizontal menu as shown and discussed on this page. However, For Tier 1 graphics, perform the following: Gray out **Points** (no link to another page)

See **Page 6** for typical Sequence graphic

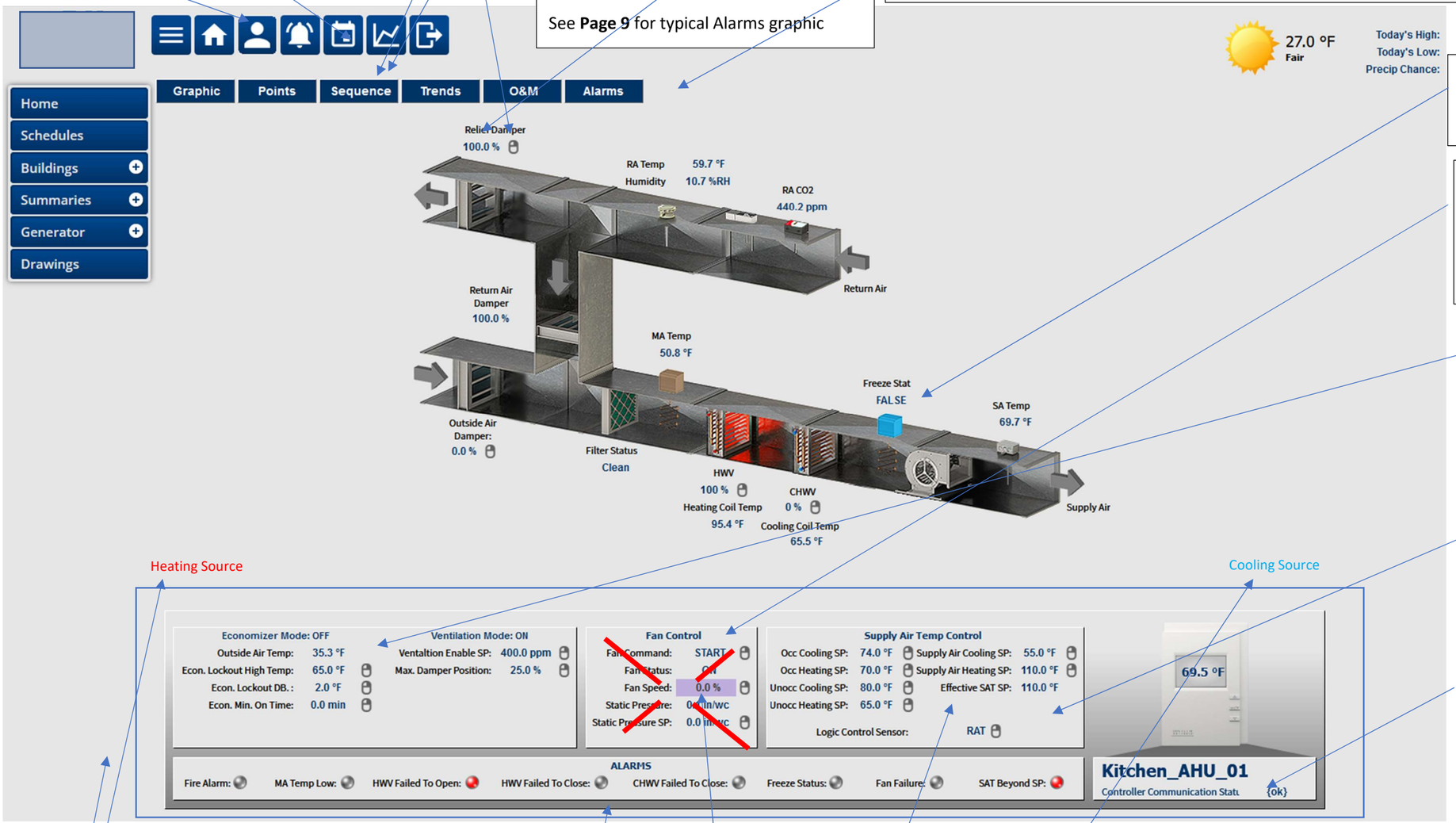
See **Page 7** for typical Trends graphic

See **Page 8** for typical O&M graphic

See **Page 9** for typical Alarms graphic

Note 1: There are several items not currently shown on the graphic that shall be provided: As applicable, setpoints will be noted below the actual value. Valve and damper positions shall also reflect NO (normally open) and NC (normally closed) positions. Fan Command and Fan Status should be immediately beneath or above the fan. The position will also indicate position. Example: Relief damper shall indicate 100% **open.** The items above are typical all graphs

Provide another menu after "**Alarms"** called "Help" (Page 12) and "**Analytics**". ~~See Page 18 for details~~ (gray out **Analytics** (no link to another page)



Units for "Freeze" should be "Normal" or "Freeze Condition"

See Note 1 above Eliminate this section or use for other information as identified herein

Use this section to describe sequence status such as Economizer, Ventilation, Humidity mode, etc.

Use this section to list operating parameters. Note: Site user will not be able to change all these variables. Contact ECG/Energy Mgmnt to discuss

Use the Icon below in lieu of "Controller Communications Status" Units to be "Good" or Off-line"

Controller Status

Alarm Override Offline

Provide location for this key (typ)

Note that all data/text is floating. Note conservative use of colors and how boxed framing is presented

Tier 1: This area to be for alarms only – no analytics

Provide a key for the Niagara colors used to denote overridden values, etc.

Do NOT use "**Effective**". Use "**Active**"

Note: Include links to the **heating source**, and **cooling source** below the graphic. Background color of link to match the overall graphic background color (transparent).

Page 5: Typical Points Page (N/A: Tier 2 requirement)

Page 6: Sequence of Operations:

Provide a typed Sequence of Operations specific to this equipment system

Page 7: Typical Trends Page

Note a minimum of four standing trends. These are populated with standard points to assist the user in determining issues. Having to manually enter this information to create charts is not acceptable. However, you will be able to delete or add to the standing trends. Every setpoint and the data point associated with that setpoint shall be displayed in one of the trends below. Note you may want to group binary/digital, and, analog points separately. Final selection of points to be Central Engineering's (the owner's) choice

Note the options for each trend from the drop down menu as illustrated below

Note the bottom section which is repeated from the (AHU) system graphic

The trends can be 4 to a page, or one to a page and scroll down for other pages. The controls contractor is to coordinate with the DAC Energy Manager regarding what points will be trended in each graph

Page 8: Typical O&M Page

Provide a link to the O&M manual here. Provide a link to the Shop drawings specific to this equipment system here

Page 9: Typical Alarms Page

Alarms shall be specific to that system

Time Range ? to ?

57 Source(s) / 366 Alarm(s)

	Info	Timestamp	Source	Message Text	Source State	Priority	Ack State	Alarm Class
☐		24-Jan-23 12:51:37 PM EST	Boiler2Alarm HW_Plant	Chiller Has Returned To Normal!	Normal	255	0 Acked / 11 Unacked	CriticalAlarmClass
☐		24-Jan-23 12:49:46 PM EST	Boiler2_Alarm HW_Plant	Chiller Has Returned To Normal!	Normal	255	0 Acked / 14 Unacked	CriticalAlarmClass
☐		24-Jan-23 6:59:10 AM EST	Boiler1_Alarm HW_Plant	Chiller Has Returned To Normal!	Normal	255	0 Acked / 37 Unacked	CriticalAlarmClass
☐		24-Jan-23 6:00:53 AM EST	HWST_Alarm HW_Plant	Chiller Has Returned To Normal!	Normal	255	0 Acked / 1 Unacked	CriticalAlarmClass
☐		24-Jan-23 5:36:47 AM EST	Boiler1Alarm HW_Plant	Chiller Has Returned To Normal!	Normal	255	0 Acked / 36 Unacked	CriticalAlarmClass
☐		20-Jan-23 4:41:03 PM EST	CHWST_Alarm CHWPlant	Chiller Has Returned To Normal!	Normal	255	0 Acked / 3 Unacked	CriticalAlarmClass
☐		20-Jan-23 2:45:41 PM EST	CHWP3_Alarm CHWPlant	Chiller Has Returned To Normal!	Normal	255	0 Acked / 2 Unacked	CriticalAlarmClass
☐		19-Jan-23 2:06:56 PM EST	Polk_CI_J1:AHU_A_04 BAC-5051E_0056a5 Network 11000	Ping Success	Normal	255	0 Acked / 4 Unacked	Default Alarm Class
☐		19-Jan-23 2:06:43 PM EST	Polk_CI_J1:AHU_A_04 FPB_4_02	Ping Success	Normal	255	0 Acked / 3 Unacked	Default Alarm Class
☐		19-Jan-23 2:06:31 PM EST	Polk_CI_J1:AHU_A_04 FPB_4_01	Ping Success	Normal	255	0 Acked / 4 Unacked	Default Alarm Class
☐		17-Jan-23 12:48:15 PM EST	CDWP2_Alarm CHWPlant	Chiller Has Returned To Normal!	Normal	255	0 Acked / 2 Unacked	CriticalAlarmClass
☐		17-Jan-23 12:48:15 PM EST	CDWP1_Alarm CHWPlant	Chiller Has Returned To Normal!	Normal	255	0 Acked / 2 Unacked	CriticalAlarmClass
☐		13-Jan-23 6:06:49 AM EST	Roxboro, Person County Airport, NC	Special Weather Statement	Normal	255	0 Acked / 3 Unacked	Default Alarm Class
☐		12-Jan-23 10:44:15 AM EST	TowerFanRelayHigh Chiller2	Chiller Has Returned To Normal!	Normal	255	0 Acked / 2 Unacked	CriticalAlarmClass
☐		12-Jan-23 10:42:07 AM EST	TowerFanRelayLow Chiller2	Chiller Has Returned To Normal!	Normal	255	0 Acked / 2 Unacked	CriticalAlarmClass
☐		12-Jan-23 10:01:48 AM EST	FanAlarm AHU_C_13	Fan Has Returned To Normal!	Normal	255	0 Acked / 3 Unacked	CriticalAlarmClass
☐		12-Jan-23 9:34:18 AM EST	FanAlarm AHU_C_12	Fan Has Returned To Normal!	Normal	255	0 Acked / 2 Unacked	CriticalAlarmClass
☐		11-Jan-23 2:27:03 PM EST	FanAlarm AHU_C_11	Fan Has Returned To Normal!	Normal	255	0 Acked / 2 Unacked	CriticalAlarmClass
☐		11-Jan-23 2:03:23 PM EST	FanAlarm AHU_C_10	Fan Has Returned To Normal!	Normal	255	0 Acked / 1 Unacked	CriticalAlarmClass
☐		11-Jan-23 12:11:16 PM EST	Polk_CI_J1:NiagaraNetwork Polk_CI	Ping Success	Normal	255	0 Acked / 3 Unacked	Default Alarm Class
☐		11-Jan-23 6:58:04 AM EST	Freezestat AHU_A_03	Freeze Status Has Returned To Normal!	Normal	255	0 Acked / 2 Unacked	CriticalAlarmClass
☐		26-Dec-22 12:27:21 PM EST	Polk_CI_J1:AHU_A_10 FPB_10_21	Ping Success	Normal	255	0 Acked / 2 Unacked	Default Alarm Class
☐		26-Dec-22 12:26:57 PM EST	Polk_CI_J1:AHU_A_10 FPB_10_20	Ping Success	Normal	255	0 Acked / 2 Unacked	Default Alarm Class
☐		24-Dec-22 11:55:53 AM EST	Freezestat AHU_D_12	Freeze Status Has Returned To Normal!	Normal	255	0 Acked / 3 Unacked	CriticalAlarmClass
☐		24-Dec-22 10:37:58 AM EST	Freezestat AHU_D_05	Freeze Status Has Returned To Normal!	Normal	255	0 Acked / 180 Unacked	CriticalAlarmClass

Acknowledge | Hyperlink | Notes | Silence | Filter | Show Recurring

Page 10: Typical Summaries Page Typical Equipment Summary Pages: The tables below are representative in nature. The vast array of equipment systems will dictate which points are to be listed. There could be more, or, less. Coordinate with the Electronic Controls Group and the Energy Management Team to finalize this list. Units of measure are included for each variable. Final UOM are open to discussion.

System ID	Supply Air Temp	Supply Air Temp Setpt	Mixed Air Temp	CHW Coil Discharge Temp	Return Air Temp	Return Air Humidity	OA Damper Position	CHW Valve Position	CHW Coil Delta Temp	HW Valve Position	HW Coil Delta Temp	Fan Command	Fan Status	VFD Speed	Airflow	Duct Static Pressure	Duct Static Setpt	AHU Status	Heating Plant Status	HW Supply Temp	Cooling Plant Status	CHW Supply Temp
AHU_1	°F	°F	°F	°F	°F	% rh	% Open	% Open	°F	% Open	°F	On/Off/ Hand	On/Off/ Hand/Fail	%	cfm	in	in	On/Off/ Hand/Fail	On/Off/ Hand/Fail	°F	On/Off/ Hand/Fail	°F
AHU_2																						

System ID	Zone Status	Room Temp	Room Setpt Heating	Room Setpt Cooling	Heating Setback Setpt	Cooling Setback Setpt	Room Setpt Adj	Active Room Setpt	Fan Induction Box Status	Reheat Vlv Position	VAV Discharge Temp	Reheat Delta T	VAV AIrflowCFM	VAV Airflow Setpt		AHU Status	AHU Static Press	AHU Static Press SP		HWS Temp	HWR Temp	HW Delta
VAV_1	Occupied/ Unoccupied/ Override	°F	°F	°F	°F	°F	°F	°F	On/Off/ Fail	% Open	°F	°F	cfm	cfm		On/Off/ Hand/Fail	in	in		°F	°F	°F
VAV_2																						

System ID	Exhaust Command	Exhaust Status
Exhaust Fan 1	On/Off	On/Off/Hand /Fail
Exhaust Fan 1		

Page 11: Typical Equipment Summary Pages: The tables below are representative in nature. The vast array of equipment systems will dictate which points are to be listed. There could be more, or, less. Coordinate with the Electronic Controls Group and the Energy Management Team to finalize this list. Units of measure are included for each variable. Final UOM are open to discussion

System ID	Chiller Command	Chiller Status	Chilled Water Return	Chilled Water Supply	Chilled Water Supply Setpt	Chilled Water Delta T	Design Delta T	Other relevant chiller data as determined by Central Engineering Electronic Controls Group & Energy Management and available BACnet data	Chiller Primary Pump Command	Chiller Primary Pump Status	CHW Second-ary Supply Temp	CHW Secondary Delta Temp
Chiller 1	On/Off	On/Off/Hand/Fail	°F	°F	°F	°F	°F		On/Off	On/Off/Hand/Fail	°F	
Chiller 2												

System ID	Boiler Command	Boiler Status	Boiler Water Return	Boiler Water Supply	Boiler Water Supply Setpt	Boiler Water Delta T	Design Delta T	Other relevant boiler data as determined by Central Engineering Electronic Controls Group & Energy Management and available BACnet data	Boiler Primary Pump Command	Boiler Primary Pump Status	HW Second-ary Supply Temp	HW Secondary Delta Temp
Boiler 1	On/Off	On/Off/Hand/Fail	°F	°F	°F	°F	°F		On/Off	On/Off/Hand/Fail	°F	
Boiler 2												

Page 12: Help graphic

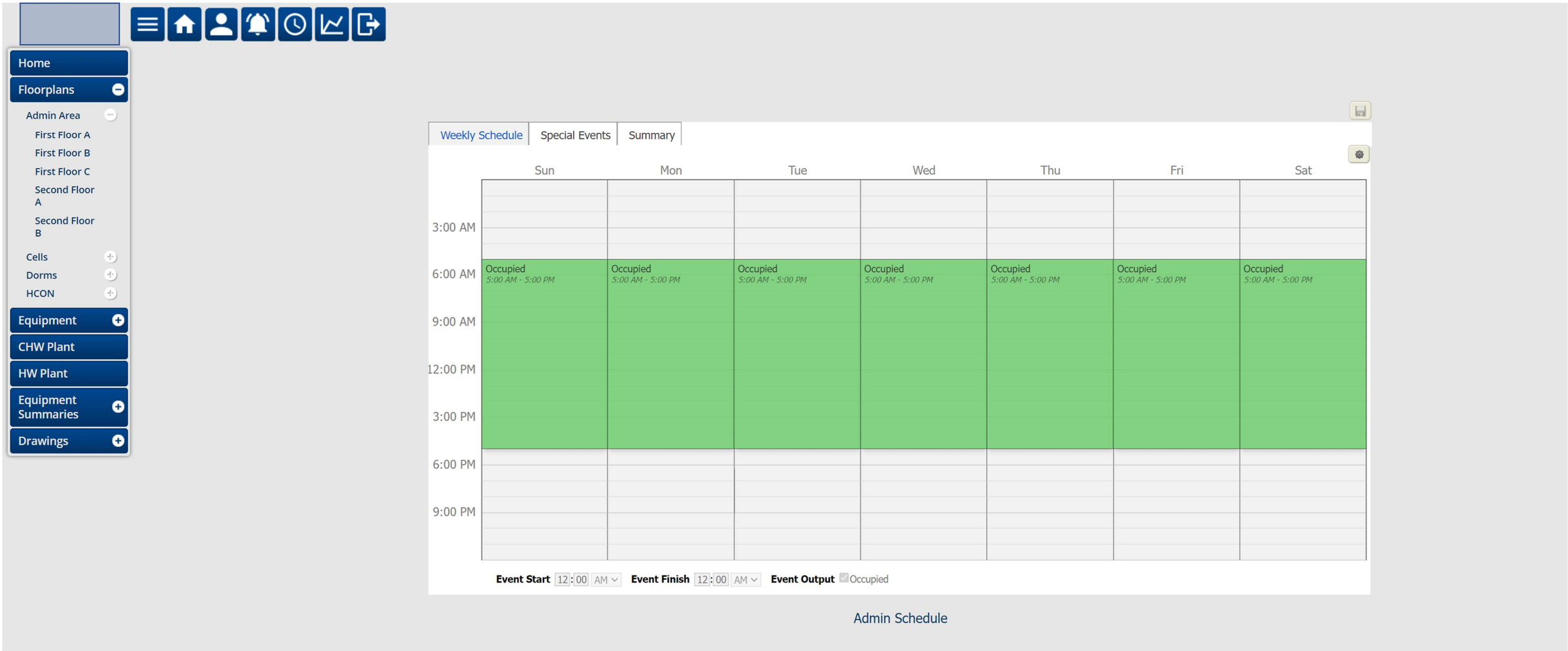
1. Provide a list of all point names (because they are typically abbreviated), the spelled-out name and purpose/function.
2. List each energy efficient sequence of operation (Optimal Start/Stop, Demand Limiting, Demand Ventilation, etc.). Provide a description here of that function, how it works, associated parameters (in the case of optimal start stop as an example: use of outside air temperature, building cooling capacity and building heating capacity (as a theoretical example). The owner will provide this information

Page 13: Diagnostics Page (Future – Not a current requirement of this project)

1. This should include a flowchart (provided by the consultant) for typical issues and how to resolve them. This could be BMS related (sensor failure), or a mechanically related failure.

Page 14: Network Page (Do Not Use: Tier 2 requirement)

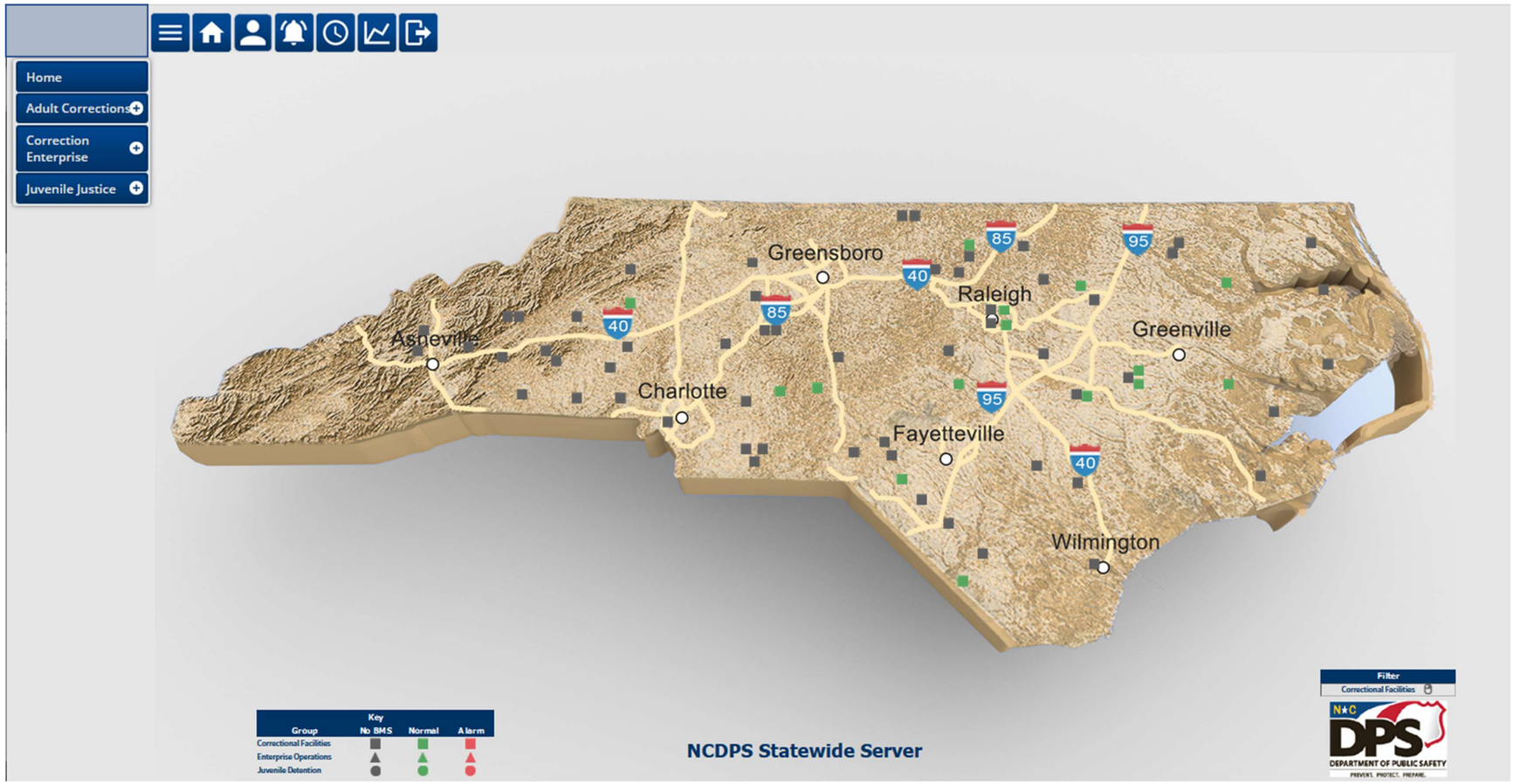
Page 15: Schedule Summary: Specific to the system/area/building:



Admin Schedule

Page 16: Schedules for individual systems (Do not Use: Tier 2 Requirement)

Page 17: Statewide Map



Last update 12/12/2022

Page 18: Analytics:

a. Not applicable to Tier 1 graphics

Revisions:

1/31/23: Page 4: Added key for alarm, override, offline. Added note that alarm section for Tier 1 is only alarms

SECTION 232000 - PIPE AND PIPE FITTINGS

A. GENERAL

1. This section includes all pipe, pipe fittings, hangers, and supports, etc. as may be required to provide a complete piping system.
2. Testing of all piping shall be made in the presence of the Engineer or a designated representative of the Owner. No piping shall be covered or put into operation before such testing has been approved. Covered pipe shall be exposed at contracts expense. Engineer shall be given 48 hours written notification of test.
3. The actual arrangement of the piping shall follow the general locations shown on the Drawings, such that clearances, line drainage, etc. shall be maintained.
4. All piping shall be provided with end caps or have ends covered prior to installation.

B. PRODUCT

1. Refrigerant Piping
   a) Refrigerant piping shall be Type “L” hard drawn copper.
   b) Refrigerant piping fittings shall be sweat type wrought copper.
   c) Use silver solder on all refrigerant piping.
   d) Copper tubing, which is out of round, will not be acceptable.
   e) Not notching or mitering of copper tubing will be permitted.
   f) Do not allow piping to rub against masonry when expanding and contracting.
   g) Close and protect open ends of piping until final connections are made. Such closing shall be made with fittings, which cannot be easily removed. Caps or plugs shall be made with fittings, which cannot be easily removed. Caps or plugs shall be required at all times during construction so that no pipes are left open at the end of any day’s work, even though continuation is expected the next day.
   h) Copper pipe ends shall be reamed, sanded and deburred before soldering. Non-corrosive flux shall be used.
   i) Test refrigerant piping in accordance with the NC Building Code.
2. Condensate Drain Pipe
   a) Drain pan condensate piping shall be Type “L” copper with all joints soldered with 95-5 solder.
   b) Terminate condensate drain lines as shown on drawings. Condensate drains from rooftop units are to be routed to nearest roof drain.
   c) Provide unions on both sides of trap.

C. EXECUTION

1. Piping 2” and smaller shall be welded or have screwed fittings with extra heavy nipples, unless otherwise noted.
2. Piping 2 ½” and larger shall have welded fittings of the same material and weight as the piping in which they are installed.
3. Welding tees or weldolets shall be used.
4. No “Stub-In” shall be permitted.
5. All insulated piping shall be protected by saddles at horizontal support points or by insulation protectors if the insulation has a vapor barrier. Saddles where used shall be welded to the pipe.
6. Sleeves shall be provided wherever pipes pass through walls, floors and ceilings. Sleeves shall be Schedule 40, black steel, 1/2" in diameter larger than the pipe and insulation on the pipe. Sleeves through walls and ceilings shall be flush. Sleeve through floors shall extend two inches above finished floor. Sleeves in exterior walls shall be caulked and made watertight.
7. All pipe welding shall be uniform and thorough, and shall comply with AWS standards for pipe weldings. All pipe welding must be done by AWS certified welders experienced in this type of work. Provide copy of certification with other credentials to Engineer with piping submittal package.

END OF SECTION 232000

SECTION 233000 - DUCTWORK

A. GENERAL

1. This Section includes ductwork, splitter dampers, balancing dampers, air deflection devices, etc. required for a complete system.
2. The Drawings are intended to indicate, with reasonable accuracy, the location of components and the general arrangement of the system. All offsets, bends fittings and other devices, not shown but required for the full operation of the system, shall be provided.
3. Refer to specification Section 230700 for duct insulation.

B. PRODUCT

1. Low and Medium Pressure Ductwork.
    a. Round and rectangular ductwork shall be of gauges and construction methods as indicated in the latest ASHRAE Guide and SMACNA Standard.
    b. Splitter dampers, balancing dampers, turning vanes and air deflection devices shall be installed as shown on the plans and/or where required for the proper control of airflow.
    c. All take-offs to diffusers shall be tapered type taps with factory damper and locking quadrant.
    d. All take-offs to VAV Units shall be made with conical taps. Flag all dampers above ceiling with yellow paint.
2. Flexible Ductwork
    a. Ducts shall be insulated type with foil wrapper complying with NFPA Standard No. 90A and UL181.
    b. All flexible ducts shall have a factory installed 1" thick 1.5 lb./cu. ft. fiberglass insulation with a seamless vinyl vapor barrier.
    c. Length of flexible duct shall not exceed 6 feet.
    d. Flexible duct shall be secured and sealed in place with mastic to hard duct collars at each end, with nylon tie-wraps on the wire enforced inner mylar skin, followed by the insulation layer and then the exterior vapor layer secured with another tie-wrap.
3. Conditioned Air Exposed Ductwork
    a. Exposed shall be lined, 12 gauge duct. All duct joints shall be sealed and pop rivets or tamper resistant fastners.

C. EXECUTION

1. Turning vanes shall be installed in square elbows for all ductwork.
2. Duct transitions, splitter dampers, and balancing dampers shall be constructed of gauges and materials as indicated in ASHRAE Guide and SMACNA Standards.
3. Hangers and supports for ductwork shall be of metal bands, angles and rods as indicated in ASHRAE Guide and SMACNA Standards. The minimum bandwidth shall be 1", 16 gauge, galvanized steel.
4. Where ductwork passes through floors and walls, the space around the ducts shall be sealed in an approved manner with mineral wool insulation, and/or proper fire seal material approved by the State or Local Inspector.
5. In exposed areas and mechanical rooms, ductwork openings shall be finished with a metal collar.
6. Ductwork shall be cross-braced and reinforced properly with galvanized steel angles as recommended by SMACNA Standards.
7. Where ductwork behind grilles or diffusers is visible, it shall be painted with two coats of flat black base fire retardant paint.
8. Duct connections to outside air louvers shall be pitched to drain outside and shall be soldered watertight.
9. Tape all low-pressure joints with Hardcast or approved equal for completely airtight system.
10. All medium pressure joints are to be sealed in accordance with SMACNA standards for ductwork 2” W.C. and greater. All ducts shall be air tight, rigid and free from vibration and noise.
11. Duct dimensions shown on the drawings are net inside dimensions.
12. Where ductwork is lined, as noted in Section 230700, the duct insulation thickness shall be added to the listed ductwork dimensions for final duct size.

END OF SECTION 230000

SECTION 238113 – OUTDOOR CONDENSING UNIT

A. GENERAL

1. Furnish and install where shown on the plan, a one-piece/cooling unit with capabilities as shown on the plans.
2. The unit shall be completely factory assembled, pre-charged, pre-wired, tested and ready to operate.
3. Unit shall be U.L. labeled.
4. Unit shall be Trane or approved equivalent by Carrier or Daikin.

B. PRODUCT

1. Unit
    a. Cabinet shall be single, enclosed, and weatherproof casing or galvanized steel bonderized and finished with baked enamel. Entire cooling section shall be fully insulated with fire retardant insulation to prevent sweating. A base pan drain connection shall be provided. Panels shall be easily removable for service access.
    b. Compressor system shall consist of serviceable hermetic compressor. Compressor shall have service shut-off valves; suction pressure operated capacity control unloader, suitable vibration isolators and crankcase heater.
    c. Condenser and evaporator coils shall have aluminum plate fins mechanically bonded to copper tubes.
    d. Cooling system shall be protected by fusible plug, high and low pressurestat, compressor motor overloads, anti-cycling timer device (5 minutes). Controls shall include low voltage control circuit transformer, compressor and fan motor safety controls with automatic reset, high and low pressure cutout switches and terminals for accessory electrical connections.
    e. Accessories shall be as indicated on the drawings.

C. EXECUTION

1. Units shall be located as shown on the plans.
2. Units shall be installed and connected in strict accordance with the manufacturer's installation instructions.
3. Controls shall be as indicated on the plans.

D. INSTALLATION, SERVICE, AND WARRANTY

1. The product manufacturer shall warrant his equipment for a period of one year to be free from defects in material and workmanship. Any part of the equipment that is found to be defective within the one year period shall be repaired and/or replaced by a well qualified factory designated repair station at no cost to the Owner.
2. The product manufacturer shall warrant the sealed refrigeration circuit for a period of five years. The sealed refrigeration circuit shall consist of the hermetic compressor assembly, evaporator coil, condenser coil, thermostatic expansion valve, and interconnecting tubing. All repairs under this warranty shall be made by a factory designated repair station at no cost to the Owner.
3. The warranty periods shall start from the day that the job is accepted by the Owner.

END OF SECTION 238113

SECTION 26 00 00 - GENERAL PROVISIONS (ELECTRICAL) CONTRACT

A. GENERAL

1. Scope of Work

   a. This Contractor shall provide all materials, equipment and labor necessary to install and set into operation the electrical equipment as shown on the Engineering Drawings and as contained herein.

2. Quality Assurance

   a. See the General and Supplementary General Conditions.

   b. All work shall be in accordance with the North Carolina State Building Code, which includes the 2020 edition of the North Carolina Electrical Code.

   c. Wherever the words "Approved", "Approval", and "Approved Equal" appear, it is intended that items other than the model numbers specified shall be subject to the approval of the Engineer.

   d. "Provide" as used herein shall mean that the Contractor responsible shall furnish and install said item or equipment. "Furnish" as used herein shall mean that the Contractor responsible shall acquire and make available said item or equipment and that installation shall be by others. "Install" as used herein shall mean that the Contractor responsible shall make installation of items or equipment furnished by others.

   e. All material and equipment that the Contractor proposes to substitute in lieu of those specified shall be submitted to the Engineer ten (10) days prior to the bid date for evaluation. The submittal shall include a full description of the material or equipment and all pertinent engineering data required to substantiate the equality of the proposed item to that specified. Article 8 of the General Conditions will be followed for substitutions after award of Contract.

3. Submittals

   a. See General and Supplementary General Conditions and Division 1.

   b. Within ten (10) days after notification of the award of the Contract and written notice to begin work, the Contractor shall submit for approval to the Architect/Engineer a detailed list of equipment and material which he proposes to use. Items requiring submittal data for approval will be noted at this time. Six (6) sets of submittal data shall be provided for approval.

   c. Each submittal shall bear the approval of the Contractor indicating that he has reviewed the data and found it to meet the requirements of the specifications as well as space limitations and other project conditions. The submittals shall be clearly identified showing project name, manufacturer's catalog number and all necessary performance and fabrication data. Detailed submittal data shall be provided when items are to be considered as substitution for specified items. Acceptance for approval shall be in writing from the Engineer.

   d. The Contractor shall submit to the Engineer a set of accurately marked-up plans indicating all changes encountered during the construction. Final payment will be contingent on receipt of these as-built plans.

e. The Contractor shall furnish four (4) bound sets of maintenance and operating instructions, parts lists, electrical circuit wiring diagrams, all submittal data, and sufficient manufacturer's literature to operate and maintain all equipment.

f. The Contractor shall submit to the Engineer a duplicate set of final electrical inspection certificates prior to final payment.

4. Product Delivery, Storage and Handling

a. All material and equipment shall be delivered and unloaded by the Contractor within the project site as noted herein or as directed by the Owner.

b. The Contractor shall protect all material and equipment from breakage, theft or weather damage. No material or equipment shall be stored on the ground.

c. The material and equipment shall remain the property of the Contractor until the project has been completed and turned over to the Owner.

5. Work conditions and Coordination

a. The Contractor shall review the mechanical plans to establish points of connection and the extent of electrical work to be provided in his Contract.

b. This Contractor shall be responsible for all electrical work and make final connections to equipment installed in his Contract. Unless otherwise noted, this Contractor shall wire to disconnect switches, junction boxes, or circuit breakers as provided in his Contract.

c. All work shall be coordinated with other trades. Cutting of new work and subsequent patching shall be approved by Engineer and shall be at the Contractor’s expense with no extra cost to the owner.

6. Guarantee

a. See the General and Supplementary General Conditions.

b. Where extended warranties or guarantees are available from the manufacturer, the Contractor shall prepare the necessary Contract Documents to validate these warranties as required by the manufacturer and present them to the Owner.

B. PRODUCT

a. Materials and equipment shall be new, unless noted otherwise, of the highest grade and quality and free from defects or other imperfections. Materials and equipment found defective shall be removed and replaced at the Contractor's expense.

b. All materials and equipment shall be approved third party agencies or bear re-examination listing where such approval has been established for the type of device in question. Third party agencies shall be amongst those accredited by the NCBCC (North Carolina Building Code Council) to Label Electrical & Mechanical Equipment

C. EXECUTION

1. Inspection

   a. If any part of this Contractor's work is dependent for its proper execution or for its subsequent efficiency or appearance on the character or conditions of contiguous work not executed by him, the Contractor shall examine and measure such contiguous work and report to the Architect or Engineer in writing any imperfection therein, or conditions that render it unsuitable for the reception of this work. Should the Contractor proceed without making such written report, he shall be held to have accepted such work and the existing conditions and he shall be responsible for any defects in this work consequent thereon and will not be relieved of the obligation of any guarantee because of any such imperfection or condition.

   b. It is the responsibility of the electrical contractor to notify **North Carolina State Construction Office Electrical Inspector** to schedule required inspections including rough-in, above ceiling and final inspections.

2. Installation

   a. All work shall be performed in a manner indicating proficiency in the trade.

   b. All conduit, pipes, ducts, etc., shall be either parallel to building walls or plumb where installed in a vertical position and shall be concealed when located in architecturally finished areas.

   c. Any cutting or patching required for installation of this Contractor's work shall be kept to a minimum. Written approval shall be required by the Architect/Engineer if cutting of primary structure is involved.

   d. All patching shall be done in such a manner as to restore the areas or surfaces as to match existing finishes.

   e. The Contractor shall lay out and install his work in advance of pouring concrete floors or walls. He shall furnish and install all sleeves or openings through poured masonry floors or walls above grade required for passage of all conduits, pipes or duct installed by him. The Contractor shall furnish and install all inserts and hangers required to support his equipment.

   f. Grounding

      1) All grounding shall be in accordance with the requirements of the NEC. See the Electrical Riser Diagram.

      2) Install a separate green grounding conductor with the circuit conductors in each conduit. Use of the conduit only shall not be an acceptable means of equipment grounding.

      3) Install ground wire in all flexible connections (flex shall not be acceptable for grounding purposes).

      4) All grounding conductors shall be sized per Article 250.122 of the NEC.

5) The ground system shall be tested with a ground resistance tester and the test report submitted to the Engineer. If resistance exceeds 25 ohms provide an additional driven ground rods separated by a minimum of 6' interconnected with #6 copper. The test results be made available within project construction records for SCO review at scheduled Final Inspection by SCO representatives.

6) All ground points shall be accessible for inspection.

7) Boxes with concentric, eccentric or over-sized knockouts shall be provided with bonding bushings and jumpers. The jumper shall be sized per NEC Table 250.122 and lugged to the box.

g. Electrical Identification

1) Furnish and install engraved laminated phenolic nameplates for all safety switches, panel boards, transformers, switchboards, motor control centers and other electrical equipment supplied for the project for identification. Nameplates shall be securely attached to equipment with self-tapping stainless-steel screws; if the screw sharp end is protected; otherwise, Rivets shall be used. Letters shall be approximately 1/2-inch-high minimum. Embossed, self-adhesive plastic tape is not acceptable for marking equipment. Nameplate material colors shall be:

1. Blue surface with white core for 120/208-volt equipment.

2. Black surface with white core for 277/480-volt equipment.

3. Bright red surface with white core for all equipment related to fire alarm system.

4. Dark red (burgundy) surface with white core for all equipment related to security.

5. Green surface with white core for all equipment related to “emergency” systems.

6. Orange surface with white core for all equipment related to telephone systems.

7. Brown surface with white core for all equipment related to data systems.

8. White surface with black core for all equipment related to paging systems.

2) All empty conduit runs and conduit with conductors for future use shall be identified for use and shall indicate where they terminate. Identification shall be by tags with string or wire attached to conduit or outlet.

3) All outlet boxes, junction boxes, and pull boxes shall have their covers and exterior visible surfaces painted with colors to match the surface

color scheme outlined above. This includes covers on boxes above lift-out and other type accessible ceilings.

3. Performance

   a. The Contractor shall perform all excavation, backfilling, and patching operations as indicated on the drawings.

4. Erection

   a. All support steel, angles, channels, pipes or structural steel stands and anchoring devices that may be required to rigidly support or anchor material and equipment shall be provided by this Contractor.

5. Field Quality Control

   a. The Contractor shall test his entire installation and shall furnish the labor and materials required for these tests. Tests shall be performed in accordance with the requirements of the section of the specifications and in accordance with the requirements of the State Ordinances and Codes, and the National Electrical Code. The Contractor shall notify the Engineer of his readiness for such test. Final inspections by the State Electrical Inspector and N.C. Department of Administration (State Construction Office) are required. Final inspection and acceptance certificates are required, prior to authorization of final payment.

   b. Testing required for compliance with the Contract shall be stated in subsequent sections. All tests specified shall be completely documented indicating time of day, date, temperature and all pertinent test information. All required documentation of readings indicated above shall be submitted to the engineer prior to, and as one of the prerequisites for, final acceptance of the project.

   c. Documentation

      1) All tests specified shall be completely documented indicating time of day, date, temperature and all pertinent test information. All required documentation of readings indicated above shall be submitted to the engineer prior to, and as one of the prerequisites for, final acceptance of the project.

6. Adjust and Clean

   a. All equipment and installed materials shall be thoroughly clean and free of all dirt, oil, grit, grease, etc.

   b. Factory painted equipment shall not be repainted unless damaged areas exist. These areas shall be touched up with a material suitable for the intended service. In no event shall nameplates be painted.

   c. At a scheduled meeting, the Contractor shall instruct the Owner or the Owner's representative in the operation and maintenance of all equipment installed under his Contract.

END OF SECTION 26 00 00

SECTION 26 05 20 - WIRES AND CABLES

A. GENERAL

1. All conductors shall be properly marked showing manufacturer's name, insulation type, voltage rating and wire size. All insulation is to be rated for minimum of 600 volts.

2. Wire sizes shall be as shown. No wire smaller than No. 12 AWG shall be used. The maximum conductor size shall be 500 KCMIL.

3. Conductors shall be manufactured by US Wire and Cable, Triangle, Okonite, Southwire, or approved equivalents.

4. All materials and equipment shall be approved third party agencies or bear re-examination listing where such approval has been established for the type of device in question. Third party agencies shall be amongst those accredited by the NCBCC (North Carolina Building Code Council) to Label Electrical & Mechanical Equipment.

B. PRODUCT

1. All conductors shall be copper and shall conform to Underwriters' Standards. Wires No. 10 and smaller shall be solid. Wires 8 and larger shall be stranded.

2. All wire shall be labeled two (2) feet on centers giving size, type voltage, rating, and manufacturer's name. Wire #6 and smaller #6 shall be factory color coded. Wire larger than #6 may be color coded with 2000-volt colored tape at all terminals of the run, and at all junctions.

3. Where applicable, all wire shall be color coded as follows, or approved by the Engineer:

   a. 120/208-volt system:

      - Phase A - Black
      - Phase B - Red
      - Phase C - Blue
      - Neutral - White
      - Ground - Green

   b. 277/480-volt system:

      - Phase A - Brown
      - Phase B - Orange
      - Phase C - Yellow
      - Neutral - Natural Gray
      - Ground - Green

4. Insulation type shall be UL labeled for the appropriate type of use and temperature. Insulation types are as follows:

   a. The insulation type for interior wiring shall be dual-rated THHN/THWN or XHHW.

   b. The insulation type for wiring in exterior wet locations shall be THWN-2 or XHHW-2.

C. EXECUTION

1. Conductors shall be run in conduit and shall be continuous from outlet to outlet. Splices will not be made except within accessible outlet or junction boxes, troughs, or gutters.

2. Solid conductors shall be spliced by using Ideal "wing- nuts", 3M Company's "Scotchlok" connectors for branch circuit splices. Crimp connectors will not be allowed for branch circuit splicing.

3. Joints in stranded conductors shall be spliced by approved mechanical connectors and gum rubber tape or friction tape. Solderless mechanical connectors for splices and taps, provided with U/L-approved insulating covers, may be used instead of mechanical connectors plus tape.

4. On mechanical splices, taps or joints taping shall be with at least two (2) layers of approved gum rubber tape which will be laid on the half-lap followed by at least one (1) layer of friction or plastic tape laid on with half-lap. It is intended that all taping shall be a permanently secured insulation equal to that of the wire.

5. All conductors in any conduit shall be at one specific voltage. Conductors of different voltages shall be run in separate conduits.

6. Neutral conductors shall be properly installed as to prevent grounding of the neutrals in any conduit. Multi-wire circuits with shared neutral conductors are not allowed. Each single pole load shall have individual neutral for each circuit.

7. Neatly train and lace wiring inside boxes, equipment, and panelboards.

8. Make conductor lengths for parallel circuits equal.

9. Pull all conductors into a raceway at the same time. Use third party approved wire pulling lubricant for pulling #4 AWG and larger wires.

10. Insulation Resistance Testing.

    All current carrying phase conductors and neutrals shall be tested as installed, and before connections are made, for insulation resistance and accidental grounds. This shall be done with a 500-volt insulation resistance testing. The procedures listed below shall be followed:

    - Minimum readings shall be one million (1,000,000) or more ohms for #6 AWG wire and smaller, 250,000 ohms or more for #4 AWG wire or larger, between conductors and between conductor and the grounding conductor.

    - After all fixtures, devices and equipment are installed and all connections completed to each panel, the contractor shall disconnect the neutral feeder conductor from the neutral bar and take an insulation resistance testing reading between the neutral bar and the grounded enclosure. If this reading is less than 250,000 ohms, the contractor shall disconnect the branch circuit neutral wires from this neutral bar. He shall then test each one separately to the panel and until the low readings are found. The contractor shall correct troubles, reconnect and retest until at least 250,000 ohms from the neutral bar to the grounded panel can be achieved with only the neutral feeder disconnected.

- The contractor shall send a letter to the engineer certifying that the above has been done and tabulating the insulation resistance testing readings for each panel. This shall be done at least four (4) days prior to the final inspection.

- At the final inspection, the contractor shall furnish an insulation resistance testing and demonstrate to the engineer and State Construction Office representative (applicable for state projects) that the panels comply with the above requirements. The contractor shall also furnish a hook-on type ammeter and a voltmeter to take current and voltage readings as directed by the engineer and Construction office representative.

11. Use of split bolt connectors is not acceptable.

12. Prior to energizing, feeders and service conductor cables shall be tested for electrical continuity and short circuits. A copy of these tests shall be included with the project record document.

13. Voltage Drop:

    - Conductors for branch circuits shall be sized to prevent a voltage drop exceeding three percent (3%) at the farthest outlet of power, heating and lighting loads, or any combination of such loads. The maximum total voltage drops on both feeders and branch circuits to the farthest outlet shall not exceed five percent (5%).

    - Where the conductor length from the panel to the first outlet on a 120-volt circuit exceeds 50 feet, the branch circuit conductors from the panel to the first outlet shall not be smaller than #10 AWG. Conductor size of remaining branch circuit shall increase as needed to comply with above voltage drop limitations.

    - Provide corresponding increasing the associated equipment grounding conductors per NEC 250.122(B).

END OF SECTION

SECTION 26 05 33 - BOXES AND CABINETS

A. GENERAL

1. The Electrical Contractor shall provide junction boxes, pull boxes, cable, support boxes, and wiring troughs as required by NEC and as otherwise indicated in the Drawings.

2. All necessary mounting hardware and accessories shall be provided for a complete installation.

3. Boxes shall comply with the applicable sections of NEC articles 312 and 314.

4. Boxes with power distribution blocks shall comply with NEC article 314.28(E).

B. PRODUCT

1. Outlet and junction boxes shall be 4" minimum size, octagonal in ceilings, 4" square or rectangular (4" x 4" minimum for walls) except as noted below. Ceiling outlet boxes shall not be less than 1 1/2" deep, but in no case shall the size and depth of boxes be less than the required by the NEC.

2. Outlet boxes shall be equipped with plaster rings of appropriate depth to finish flush with finished walls. Outlets in exposed masonry wall shall be equipped with extra deep square corner tile rings so that box may be installed in the core of the block.

3. Outlets for concealed work and ceiling outlets for exposed work shall be galvanized stamped steel. Boxes shall be as manufactured by Steel City Electric Company, Metropolitan, B & C or equivalent.

4. Wall outlets for exposed conduit work shall be Crouse- Hinds, Appleton, Walker, or equal, series FS and FD switch and receptacle threaded hub boxes, with matching FS and FD covers.

5. Junction boxes for change of direction or feeder taps shall be furnished where required, shall be of adequate size to prevent crowding conductors in accordance with the requirements of the electrical code and job requirements and shall be accessible.

6. Junction boxes on finished wall and ceilings shall be flush with covers.

7. Junction boxes larger than 5" square shall be galvanized and without pre-formed knockouts.

C. EXECUTION

1. Boxes and troughs shall be supported independently of conduit entering them. Brackets, threaded rod hangers with lock nuts, bolts, or other suitable supporting methods may be used.

2. Thru-the-wall outlet boxes shall not be permitted. Outlet boxes shown back to back on plans, shall be separate boxes connected where required using a loop of flexible metallic conduit with ground wire. Boxes shall be separated a minimum of 18 inches apart.

3. In general, outlets shall be installed at the heights indicated on the fixture and symbol legend.

4. Each outlet designated on the plans shall be provided with an outlet box.

5. Each outlet box which supports a fixture shall be provided with a fixture stud into the outlet box. Outlet box and/or fixture stud shall be attached with not less than three screws or bolts.

6. Exterior outlets shall be provided with watertight gaskets and covers.

7. All metal boxes shall be grounded per NEC 250.148(C).

END OF SECTION

SECTION 26 05 45 - CONDUIT AND CONDUIT FITTINGS

A. GENERAL

1. Conduit shall be delivered to the project site in bundles of full-length pipes, each length marked with the trademark of the manufacturer and the Underwriters' Laboratories, Inc. stamp. Each conduit length shall be straight, true, and free from scales, blisters, burrs and other imperfections.

2. Within the building parameters and above the floor slab, the rigid steel conduit specified shall be used unless specifically noted otherwise.

3. Conduit size for control wiring shall be a minimum of one-half (1/2) inch conduit. All branch circuit conduit shall be a minimum of one-half (1/2) inch. Percent filled and derating shall be in accordance with the National Electrical Code. Flexible metal and water-tite ("sealtite") conduit in size 1/2" and larger shall be acceptable for motor, appliance, and fixture connections from fixture junction boxes or appliance/motor disconnects provided a ground wire is installed in the flex and the flex assembly is an integral part of the fixture, shipped from the same factory as the fixture, and 3rd party agency approved for such use. The third-party agencies shall be amongst those accredited by the NCBCC (North Carolina Building Code Council) to Label Electrical & Mechanical Equipment. This same requirement shall apply for motor/appliance connections.

4. All conduits shall be installed in accordance with the National Electrical Code.

5. Conduit shall be manufactured by Triangle, G.E., Cruse-Hinds, or equivalents.

6. Conduit fittings shall be manufactured by Rayco, T & B, Crouse Hinds, or equivalents.

7. All materials and equipment shall be approved third party agencies or bear re-examination listing where such approval has been established for the type of device in question. Third party agencies shall be amongst those accredited by the NCBCC (North Carolina Building Code Council) to Label Electrical & Mechanical Equipment.

B. PRODUCT

1. Thin Wall Conduit and Fittings

   a. Electrical metallic tubing (EMT) shall be cold-rolled steel tubing with zinc coating on the outside and protected on the inside by a zinc, enamel or equivalent corrosion-resistant coating conforming to the latest requirements of ANSI. Conduit shall meet the Rigid Conduit Association Standards.

   b. Electrical metallic tubing fittings shall be all steel plated hexagonal threaded compression type. No pot metal, indenter, or set screw fittings, shall be used. EMT connectors shall have insulated throats.

2. Rigid Steel Conduit and Fittings

   a. Rigid steel conduit, including elbows and nipples, shall be standard weight, mild steel pipe, hot dipped galvanized, sherardized or zinc-coated conforming to the requirements of ANSI C80.1, 1966 or later edition. Rigid steel conduit shall also meet the latest requirements of Underwriters' Laboratories, Inc. Standards for Rigid Metallic Conduit.

b. Fittings shall be all steel plated hexagonal threaded fitting.

3. Flexible Metal Conduit and Fittings

a. Flexible metal conduit shall be of the best grade interlocking spiral strip steel. The interlocking spiral strip construction shall be such as to permit bending of the conduit to a radius of four (4) times its internal diameter without distorting at any point. The interior and the exterior of the flexible conduit shall be smooth and free of burrs, sharp edges, or other defects which could damage the wire.

b. Fittings shall be of the approved types, made of malleable iron and hot dipped galvanized.

c. All connectors shall be steel compression fittings with insulated throats.

d. Where water tight flexible conduit is required, it shall have an outer sheath of material similar to PVC.

4. Non-metallic Conduit

a. Non-metallic conduit shall be listed, for its particular application. It shall be resistant to sunlight and chemical and moisture atmospheres, and rated for use with 90 degrees Celsius conductors.

b. The installation and usage of rigid non-metallic conduit shall comply with Article 352 of the National Electrical Code, along with any related or referenced sections.

C. EXECUTION

1. General

a. All conduit shall be run tight against walls, columns or ceilings.

b. The conduit shall bend cold 90 degrees about a radius equal to ten (10) times its own diameter without signs of flaw or fracture in either pipe or protective coverings. All bends and offsets shall be made on a forming tool to prevent the conduit or its coating from being damaged in the bending. Conduit bends shall have a radius not less than ten (10) times the conduit diameter.

c. Where conduits join any couplings or threaded fittings, the ends shall be made watertight. (All conduit runs, including boxes, couplings, and fittings used therein, shall be so installed and equipped as to prevent water from entering the conduit.)

d. All conduits shall be carefully cleaned before and after erection. After cleaning, all ends of conduits shall be free from burrs and inside surfaces shall be free from imperfections likely to injure the wires or cables.

e. In every instance, conduit shall be installed in such a manner that the conductors may readily and easily be drawn or pulled in without strain or damage to the insulation; and, also, so that defective conductors may be readily and easily withdrawn and replaced by new conductors. Long radius bends and a sufficient number of approved pull and junction boxes shall be approved for this purpose, and as may be directed by the Engineer. All conduit shall be securely supported and grounded.

f. In unfinished areas, exposed conduit shall be run to conform to the building lines with special emphasis on neatness. Turns shall be made with galvanized outlet boxes, junction boxes, factory fittings and/or symmetrical bends. Locknuts and bushings shall be employed to provide full grounding and adequate protection of insulation. Double locknuts shall be used on all conduits entering sheet metal enclosures.

g. Support for all conduit shall be in accordance with the National Electrical Code. Conduit shall be supported by approved pipe straps or clamps, secured by means of toggle bolts on hollow masonry; expansion shields and matching screws or standard pre-set inserts on concrete or solid masonry, machine screws or bolts on metal surfaces, and wood screws on wood construction. Powder actuated fasteners are not allowed on State projects.

h. All empty conduit systems shall be capped or terminated in a junction box and shall be provided with nylon pull cord inside for future use.

i. Conduit terminating below grade shall be provided with means to prevent entry of dirt or moisture. Depth of burial shall not be less than two (2) feet below grade. All termination points shall be accurately marked and dimensioned on the As-Built Plans.

j. Where conduits of any type pass over a building expansion joint, a standard "expansion joint fitting" compatible with the type of raceway shall be provided.

k. Conduits installed on the interior of exterior building walls shall be spaced off the surface a minimum of 1/4” using “clamp-backs” or strut.

2. Thin Wall Conduit and Fittings

a. Except for service and feeder conduits, electrical metallic tubing and fittings may be installed in lieu of rigid conduit in dry construction in furred spaces, ceiling cavities, chase spaces, or for exposed work in secured areas not subject to inmate access.

b. Electrical metallic tubing shall not be installed.

1. Where exposed to severe corrosive conditions and/or severe physical damage,

2. Nearer than four (4) feet from finished floor in exposed areas

3. In trade sizes larger than two (2) inches

4. Located in exterior walls or in poured concrete.

5. Any location outdoors.

6. Where tubing, coupling, elbows and fittings would be in direct contact with the earth or underground (in/below slab-on-grade or in earth.

7. Where accessible by inmates.

c. A transition between a run of rigid conduit concealed in a wall and a run of thin wall conduit along a ceiling shall be made in an outlet box above the ceiling, if accessible, near the wall.

3. Rigid Steel Conduit and Fittings

a. All conduit terminations shall be provided with insulating bushings.

b. Condulet fittings shall not be used in lieu of pull boxes.

c. Except where located under the ground floor slab, all service and feeder conduit shall be heavy wall (rigid galvanized).

d. Rigid steel conduit shall be installed in exterior masonry walls, in wet locations where subject to severe physical damage, areas accessible by inmates, or where conduit trade size is two and one half (2 1/2) inches or larger.

4. Flexible Metal Conduit and Fittings

a. Flexible metallic conduit shall be provided at the end of each conduit run terminating at the conduit box on electric motors, transformers or other equipment.

b. The length of flexible conduit shall be in accordance with the National Electric Code.

5. Non-Metallic Conduit

a. Thin wall rigid non-metallic conduit (schedule 40 PVC) shall only be used for concrete encasement.

b. Except where embedded in concrete, conduit shall be supported to permit adequate lineal movement to allow for expansion and contraction of conduit due to temperature change. Where a temperature change in excess of 14 degrees Celsius is anticipated, such as direct burial, exposed outside of the building, or in un-insulated spaces inside the building (attics, crawl spaces, etc.), expansion joints shall be installed in accordance with the manufacturer's specifications.

c. Heavy wall non-metallic conduit (schedule 80 PVC) shall be used where conduits are direct buried exterior to the building or exposed exterior to the building.

d. PVC schedule 40 shall not be used exposed or concealed in gypsum wall, but may be used in CMU walls. PVC schedule 40 may be used in elevated floor slabs and in foundation slabs. Minimum concrete cover shall be ¾ inch at finished or formed surface and shall be 3 inches at concrete surface cast against earth or for slabs placed on-grade. Greater amounts of concrete cover shall be used in areas subject to damage. The placement of conduit in floor slabs must be thoroughly coordinated with the structural design. Potential conflicts with steel reinforcing bars and reductions in net concrete sections are among the issues that must be considered by the structural engineer.

6. Underground Raceways

a. Where conduit is installed under the ground floor slab within the building foundations, schedule 40 PVC conduit shall be used. Where thin wall non-metallic conduit is used under the ground floor slab, the elbows and turn out required to turn the raceway up into cabinets, equipment, boxes, etc. shall be of rigid steel.

b. Raceways run external to building foundation walls, with the exception of branch circuit raceways, shall be encased with a minimum of three (3) inches of concrete on all sides.

1. Encased raceways must have a minimum cover of eighteen (18) inches, except for raceways containing circuits with voltages above 1000 volts, which must have a minimum cover of thirty (30) inches.

2. Encased raceways shall be of a type approved by the NEC as "suitable for concrete encasement."

c. Branch circuit raceways run underground external to building foundation walls shall be run in raceways installed in accordance with the NEC and shall be of a type approved by the NEC as "suitable for direct burial." Minimum raceway size shall be 3/4 inch.

d. All underground raceways shall be identified by underground line marking tape located directly above the raceway at 6 to 8 inches below finished grade. Tape shall be permanent, bright-colored, continuous printed, plastic tape compounded for direct burial not less than 6 inches wide and 4 mils thick. Printed legend shall be indicative of general type of underground line below.

e. Raceways run underground internal to building foundation walls shall be of a type and installed by a method approved by the NEC.

f. Where underground raceways are required to turn up into cabinets, equipment, etc., and on to poles, the elbow required and the stub-up out of the slab or earth shall be of rigid steel.

g. The raceway system shall not be relied on for grounding continuity.

h. Where passing through a "below grade" wall from a conditioned interior building space, raceways shall be sealed utilizing fittings similar and equal to OZ/GEDNEY type "FSK" thru-wall fitting with "FSKA" membrane clamp adapter if required.

7. Duct bank

a. Excavation shall be in accordance with industry standard methods applicable for the depth and width of the duct bank.

b. Trenches should be cut neatly and uniformly, sloping uniformly to required pitch. Safety procedures shall be in accordance with OHSA requirements.

c. Ducts should be pitched to drain toward manholes and handholes and away from buildings and equipment. Minimum slope shall be 4 inches in 100 feet. Where necessary to achieve this between manholes, ducts should be sloped from a high point in the run to drain in both directions.

d. Concrete encased nonmetallic ducts shall be supported on plastic separators coordinated with duct size and spacing. Separators shall be spaced close enough to prevent sagging and deforming of ducts. Separators to the earth and to ducts should be secured to prevent floating during placement of concrete. Steel or tie wires should not be used in such a way as to form conductive or magnetic loops around ducts or duct groups.

e. Waterproof marking cord should be installed 130-pound tensile test (marked at least every foot), equivalent to Greenlee No. 435, in all ducts, including spares, after thoroughly rodding, clearing and swabbing all lines free of any and all obstructions.

f. All ducts should be sealed at terminations, using sealing compound and plugs, as required to withstand 15 psi minimum hydrostatic pressure.

g. The arrangement of conduit in duct bank should be in accordance with NEC sections 311.60(C)(77) through 311.60(C)(80).

END OF SECTION

SECTION 26 24 16 - PANEL BOARDS AND CIRCUIT BREAKERS

A. GENERAL

1. The Electrical Contractor shall provide all new circuit breakers in existing panelboards as shown on the plans in accordance with this specification.

2. All equipment shall meet UL, NEC and NEMA Standards as applicable to the equipment specified herein.

3. Series rated breakers are not acceptable.

4. All breakers, terminals, and Lugs shall be listed for use at 75ºC.

B PRODUCT

1. Molded Case Circuit Breakers

   a. This specification covers molded case circuit breakers rated 15 through 1200 amperes 120VAC, 240VAC, 277VAC and 480VAC. Breakers covered under this specification may be installed in switchboards, panelboards, motor control centers, combination motor starters, busway plugs and individual enclosures.

   b. Circuit breakers shall be manufactured by Square D Company of the size as indicated on the drawings.

   c. All circuit breakers shall have a quick-make, quick- break over center toggle type mechanism. The handle mechanism shall be trip-free to prevent holding contacts closed against a short circuit or sustained overload. All circuit breakers shall assume a position between on and off when tripped automatically. Multi- pole circuit breakers shall be common trip such that an overload or short circuit on any one pole will result in all poles opening simultaneously. Arc extinction is to be accomplished by magnetic arc chutes. All ratings shall be clearly visible.

   d. Automatic operation of all circuit breakers shall be obtained by means of thermal-magnetic tripping devices located in each pole providing inverse time delay and instantaneous circuit protection. Circuit breakers shall be calibrated to carry 100% rated current in an ambient of 40 degrees Celsius. Circuit breakers shall be ambient compensating in that, as the ambient temperature increases over 40 degrees Celsius, the circuit breaker automatically derates itself to better protect its associated conductor. The instantaneous magnetic trip shall be adjustable and accessible from the front of all circuit breakers on frame sizes 250 amps and above.

   e. The interrupting rating of each circuit breaker shall be as indicated on the drawings. The interrupting rating of the circuit breakers shall be at least equal to the available short circuit current at the line terminals of the circuit breaker and correspond to UL listed integrated short circuit current rating specified for the panelboards and switchboards.

   f. UL Class A (5 milliampere sensitivity) ground fault circuit protection shall be provided on 120 V ac branch circuits as specified on the plans or panelboard schedule. This protection shall be an integral part of the branch circuit breaker which also provides overload and short circuit protection for branch circuit wiring. Tripping of a branch circuit containing ground fault circuit interruption shall not disturb the feeder circuit to the panelboard. A single pole circuit breaker with

integral ground fault circuit interruption shall require no more panelboard branch circuit space than a conventional single pole circuit breaker.

g. Motor starters, and other applications as indicated on drawings, shall be furnished with magnetic-only type molded case circuit breakers. Each breaker shall be provided with a single magnetic adjustment that will set all poles to the same trip current. Adjustment shall be continuous throughout the adjustable trip range. The magnetic trips shall be accessible from the front of these circuit breakers.

B. EXECUTION

1. Panel enclosures shall not be used as junction or pull boxes for splicing conductors.

2. All panels shall be equipped with neatly typed directory cards attached on the inside of the door.

3. GFI circuits shall be tested by the Contractor prior to the pre-final inspection.

4. The number of branch circuit shall be identified with permanent wire tag attached to the wire.

END OF SECTION

SECTION 26 27 26 - WIRING DEVICES

A. GENERAL

1. Switches, dimmer switches, photocell, contactors and receptacles, with proper cover plates, shall be provided where indicated on the Drawings.

B. PRODUCT

1. Switches, dimmer switches, photocell, contactors and receptacles shall be as specified in the Symbol Schedule of the Drawings.

2. All switches and receptacles shall be federal specification grade meeting NEMA WD 1, NEMA WD 6, DSCC W-C-596G, and UL-498 and shall be approved third-party listed.

3. Switches and receptacles shall be as manufactured by Hubbell, Pass and Seymour, or Leviton. Photocells shall be manufactured by Tork, Paragon, Bryant, or equivalent.

4. Cover plates for all wall mounted devices shall be provided as scheduled on the Drawings. Where covers are not specified, they shall be as follow:

    a. Interior: type 302 stainless steel. Cover plate mounting screws shall be slotted head oval screws and shall match the finish and material of the plate and shall be furnished with the plate by the plate manufacturer.

    b. Exterior, exposed work and wet locations: cover plates shall be extra-duty rated (NEC 406.9(B)(1)) galvanized cast ferrous metal, standard size, and shall be single or ganged as indicated on the drawings. Exterior mounted switch and receptacle plates, and those noted to be weatherproof, shall be weatherproof cover plates, standard size, single or ganged as indicated on the drawings, and shall be "approved" third party listed as "rain-tight while in use." Exterior receptacles shall be weatherproof while in use.

5. All devices shall have a hex-head green grounding screw for use in connecting device to green grounding conductor run in the conduit system.

6. All GFI devices shall be the feed through type.

7. All standard duplex receptacles shall be 20-amp, 125 volt rated.

8. All devices subject to use in a wet location shall be listed as weather resistant.

9. All switches shall be rated 20-amp, 120/277 volt. Toggle switches shall have quiet operating mechanisms without the use of mercury switches.

    a. Provide with ball stop.

    b. Output device shall be as indicated on the plans.

C. EXECUTION

1. Mounting height shall be as indicated on the Drawings. Coordinate with other trades so that devices will miss equipment installed by others.

2. Where two or more devices are ganged, they shall be in a common box with a ganged plate.

3. All devices shall have a green ground conductor to run parallel with the phase conductor back to the electrical panel.

4. Provide quantity of 2% spare cover plates of each type to the owner.

END OF SECTION

SECTION 26 27 27 – DISCONNECTS

A. GENERAL

1. Disconnect switches shall be provided where indicated on the drawings, or as required by the National Electrical Code (NEC).

B. PRODUCT

1. Disconnects shall be heavy duty as manufactured by Square D Company, Siemens, Cutler-Hammer, GE by ABB, or approved equivalent.

2. Disconnects shall be furnished with factory finish paint and appropriate knockouts for conduit connections.

3. All disconnects shall have side hinged type doors. Front operated handles will not be permitted.

4. All fused disconnects shall be equipped with positive pressure fuse clips and shall have visible disconnecting blade switches.

5. NEMA 1 enclosures shall be provided where installed indoors. NEMA 3R enclosures shall be provided where exposed to the elements, unless noted otherwise.

6. All disconnects shall have copper bus.

7. Disconnects shall have provisions for locking in on and off positions.

8. Disconnects shall have defeatable door interlocks that prevent the door from opening when the operating handles is in the “on” position.

9. Disconnects shall have handles whose positions are easily recognizable in the “on” or “off” position. For safety reasons, padlock shall be provided for switches located in the public areas.

C. EXECUTION

1. Disconnect switches shall be mounted as indicated on the Drawings and shall be independently supported. Conduits entering the disconnect switch shall not be used to support switches.

2. Where fused disconnect switches are required or shown on the plans, standard Fusetron fuses shall be used unless the switch protects an individual motor circuit, then dual element Fusetron fuses shall be used.

3. The electrical contractor shall provide to the owner the spare fuses, 10% of the quantity of fuses used of each type and rating, with a minimum of one set of each type.

END OF SECTION