

Port of Port Arthur Navigation District of Jefferson County, Texas

Contract Documents
for

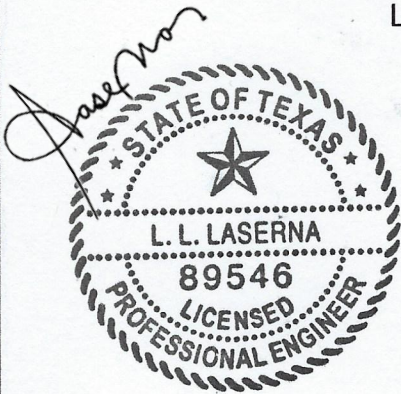
Dock Office Renovation – 1st Floor

January 2024
POPA File: 10.240

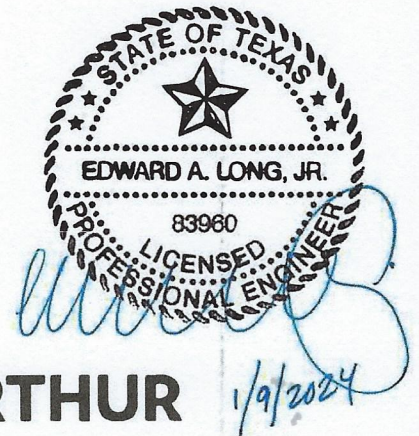
Commissioners:

John Comeaux, President
Randy T. Martin, Vice President
Linda Turner Spears, Secretary/Treasurer
Raymond Johnson, Commissioner
Mary Wycoff, Commissioner

Larry Kelley, Port Director / CEO



1/9/2024



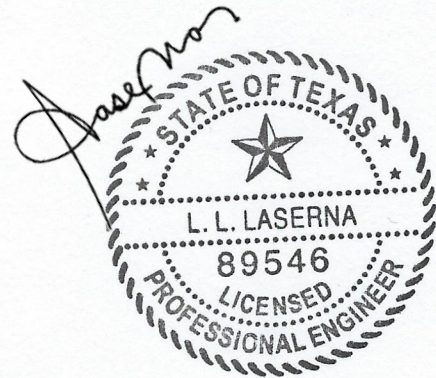
PORT OF  PORT ARTHUR

1/9/2024

PORT OF PORT ARTHUR
NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS

CONTRACT DOCUMENTS FOR
Dock Office Renovation (1st Floor)
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1/9/2024

Section A

Notice to Bidders of Mandatory Prebid Conference

**PORT OF PORT ARTHUR NAVIGATION DISTRICT OF JEFFERSON COUNTY,
TEXAS NOTICE TO BIDDERS OF MANDATORY PRE-BID CONFERENCE**

NOTICE IS HEREBY GIVEN THAT A MANDATORY PRE-BID CONFERENCE will be held on Wednesday, January 31, 2024 at 2:00 p.m. at the Administration Building Conference Room of the Port of Port Arthur Navigation District of Jefferson County, Texas (“Port of Port Arthur”), located at 221 Houston Avenue, Port Arthur, Texas 77640, to discuss the Port of Port Arthur Dock Office Remediation 2023 Project (the “Project”), consisting of the furnishing of all materials, equipment, tools, labor, supervision services, and performing all operations in connection with the interior buildout, renovations, and/or repairs for the building located at 100 Houston Avenue, Port Arthur, Texas, and other related work. Registration for the Mandatory Pre-Bid Conference will begin onsite at 1:30 p.m. on January 31, 2024, and there will be no admission after 2:00 p.m.

Thereafter, sealed bids addressed to the Port of Port Arthur for the Project will be received at the office of the Port Director, Larry Kelley, 221 Houston Avenue, Port Arthur, Texas, 77640 until 9:00 a.m. local time on February 14, 2024, and all bids received will immediately thereafter be opened and publicly read. The bid shall be on original bid form as shown in the project specification and without any modification. Any bid received after closing time will be returned unopened.

A performance bond and payment bond, each in the amount of one hundred percent (100%) of the contract price, will be required in accordance with State Law for any contract more than Twenty-Five Thousand (\$25,000) Dollars. A Bid Bond in the amount of 5% of the total bid must also be submitted with the Bid documents.

Each bidder will be required to hold insurance naming the Port of Port Arthur as an additional insured and certificate holder under the policy(ies), with minimum coverages as set forth in the Insurance Requirements section of the specifications, found at its website, www.portpa.com. Additionally, plans, specifications, and/or drawings for the Project may also be found on the Port of Port Arthur’s website.

Attention is called to the fact that this is a contract for construction of public works and that there must be paid on same not less than the prevailing wage rates which have been established by all applicable statutes and the terms of this contract pursuant to State Law and which are set out in detail in the contract documents. The Contractor shall forfeit as a penalty to the Port of Port Arthur Ten (\$10.00) Dollars for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, if such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this contract, by him, or by any subcontractor under him. A copy of such current wage schedule is included in the contract documents and any Equal Employment Opportunity requirements must be met.

The Port of Port Arthur is an organization which qualifies for exemptions pursuant to the Texas Tax Code, Chapter 151, Limited Sales, Excise and Use Tax Act. No Texas sales tax shall be included on the prices bid for tangible personal property which is to be incorporated into and/or consumed in the performance of this Project. The contractor performing this Project may purchase materials, supplies, and/or equipment incorporated into and/or consumed in the performance of this

Project by providing to its suppliers an exemption certificate issued in accordance with Texas law.

The Port of Port Arthur reserves the right to reject any, and all bids and waive any formalities.

For inspection of the existing facilities or bidding documents, contact Michael Green, Construction Coordinator, at 409-983-2011. Bidding documents are also available by contacting the Associated General Contractors of Southeast Texas or can be downloaded from www.portpa.com.

Section B
Instruction to Bidders

INSTRUCTIONS TO BIDDERS

1. Defined Terms.

Terms used in these Instructions to Bidders have the meanings assigned to them in the General and Supplementary Conditions of the Contract Documents. The term “Bidder” means one who submits a Bid directly to Owner, as distinct from sub-bidder, who submits a bid to a Bidder. The term “Successful Bidder” means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner’s evaluation hereinafter provided) makes an award. The term “Bidding documents” includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. Copies of Bidding Documents.

- 2.1 Complete sets of the Bidding Documents, stated in the Notice to Bidders of Mandatory Pre-Bid Conference, may be obtained from the following locations:
 - 2.1.1 Download from the Port of Port Arthur website at www.portpa.com.
 - 2.1.1 Associated General Contractors of Southeast, Texas.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner, Engineer of Record, nor Owner’s Representative assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Owner’s Representative in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must submit, with their Bid, evidence of Bidder’s qualifications to do business in the State of Texas or covenant to obtain such qualifications prior to award of contract. Bidder shall be prepared to submit within five days of Owner’s request the following written evidence:

- 3.1 Present list of project commitments and list of similar projects.
- 3.2 Other such data as may be reasonably requested by Owner.
- 3.3 Method of Award: The Port of Port Arthur Navigation District, upon receipt of all bids with review bids received and award the contract to the lowest, responsive, responsible bidder, that provides the best value for their services to the Port of Port Arthur Navigation District. This will be completed by a complete review of all required bid documents and other items listed above by Port of Port Arthur staff and Approval by our Board of Commissioners.
- 3.4 Transportation Worker Identification Credential (TWIC): All personnel that will participate in this project are required to have a TWIC on their person. Those that do not have a TWIC will be required to be escorted at all times within the Port and must be within visual and speaking distance (normal voice) of their escort at all times. Escort limitations are (1) TWIC holder to every three people. Port staff will perform routine audits to ensure compliance with TWIC requirements for working in a secured area of the Port of Port Arthur.

4. Examination of Contract Documents and Site.

- 4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance and furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Owner's Representative of all conflicts, errors or discrepancies in the Contract Documents.
- 4.2 Reference is made to the Contract Documents for identification of:
- 4.2.1 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer of Record in preparation of the Contract Documents. Copies of such reports and drawings will be made available by the Owner to any Bidder on request.
- 4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer of Record by owners of such Underground Facilities or others, and completeness thereof.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 5.03,5.04 and 5.05 of the General Conditions.
- 4.5 Before submitting a Bid, each Bidder will, at Bidder's expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance of furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.6 On request in advance, the Owner will provide each Bidder with access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. The bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures permanent changes in existing structures are to be obtained and paid for by the Owner unless otherwise provided in the Contract Documents.
- 4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has compiled with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents

are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. Interpretations and Addenda.

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the Owner's Representative. Interpretations or clarifications considered necessary by the Engineer of Record in response to such questions will be issued by Addenda mailed, emailed, or delivered to all parties recorded by Owner's Representative as having received the Bidding Documents. Questions received less than five (5) days prior to the date of opening of Bids may not be answered. Only questions answered by formal writing will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Owner's Representative.

6. Bid Security.

- 6.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.
- 6.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first (61st) day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. Contract Time / Contract Adjustment.

- 7.1 The number of days within which, or the dates by which, the Work is to be completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.
- 7.2 Attention is directed to the requirement that each Bidder specify on their Bid Form the time in which Bidder will agree to complete the Work. The time required for completion of the work will be a consideration in the determination of the successful bidder.
- 7.3 Any adjustments to the contract whether it be additional days, adjusted scope or contract price adjustment must have approval of Architect/ Engineer, Owner and any other applicable parties related to the contract and must be done so by a written change order issued by the owner, or the owners designated representative.

8. Liquidated Damages.

Provisions for liquidated damages are set forth in the Agreement and have been established at \$500 per day for every calendar day beyond the Contract Time that the Work is not complete, according to the contract documents.

9. Substitute or “Approved Substitution” Items.

The Contract, if awarded, will on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or “approved substitution” items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or “approved substitution” item of material or equipment may be furnished or used by Contractor if acceptable to Owner’s Representative, application for such acceptance will not be considered by Owner’s Representative until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Owner’s Representative is set forth in Paragraphs 7.06 of the General Conditions and may be supplemented in the General Requirements.

10. Subcontractors, Suppliers and Others.

If specifically requested on the Bid Form, the Contractor will be required to list all proposed subcontractors.

11. Bid Form.

- 11.1 The Bid Form, along with the required forms for the Bid Bond, Payment Bond and Performance Bond are included with the Bidding Documents; additional copies may be obtained from OWNER.
- 11.2 All blanks on the Bid Form must be completed in ink or by typewriter.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.7 The address and telephone number for communications regarding the Bid must be shown.

12. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Advertisement of Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “BID ENCLOSED” on the face of it. Only one (1) original set of bid documents as detailed in “ Submission

Format” section below is required to be submitted. The Bid Form and all required / applicable documents shall contain original signatures.

Submission Format: Sealed bid documents to be assembled in a letter size fastener style folder, report style folder, or ½” binder and to have tabbed dividers per sections listed below. Please do not staple any of the documents.

- Section 1: Bid Form
- Section 2: Bid Bond
- Section 3: Required Forms
 - Non-Collusion Affidavit
- Section 4: Project Experience, Commitments, and Proposed Team: Any team members that will be onsite must have TWIC credentials or have the capability to acquire this prior to project start. Please identify which personnel have this credential, along with expiration date.

13. Modification and Withdrawal of Bids.

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where the Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. Opening of Bids.

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening the Bids.

15. Bids to Remain Subject to Acceptance.

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but Owner may in its sole discretion, release any Bid and return the Bid security prior to that date.

16. Award of Contract.

- 16.1 Owner reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to reject the Bid of any bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner further reserves the right to reject the Bid of any Bidder if Owner to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner.

- 16.1.1 Discrepancies between the written unit price and the numerical unit price will be resolved in favor of the written unit price. In case of ambiguity or lack of clarity in stating the prices in the Bid, Owner reserves the right to consider the most advantageous bid thereof or to reject the bid.
- 16.1.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- 16.1.3 Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, and whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and any other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.3 Owner reserves the right to waive all formalities and defects in the Bids and the bidding process not involving price, time of submittal, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 16.4 Once the responsiveness of the Bids is established, the Owner will evaluate the Bids based on the Base Bid alone or in any combination with any Alternate Bid Items that may be included on the Bid Form.

17. Contract Security.

- 17.1 If the Contract exceeds Twenty-Five Thousand Dollars (\$25,000.00), Performance and Payment Bonds shall be furnished on prescribed forms in the amount of one hundred percent (100%) of the Contract Price with a corporate surety duly authorized to do business in the State of Texas. Attorneys-in-fact who signs Bonds must file with each Bond a certified and effective dated copy of the Power of Attorney. Bonds must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury.
- 17.2 Paragraph 6.01 of the General Conditions sets forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required Performance and Payment Bonds.

18. Insurance

Bidder shall refer to the Insurance Requirement section of the Contract Documents for the mandatory insurance required for this project.

19. Signing of Agreement.

When Owner gives Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

20. Pre-bid Conference.

A mandatory pre-bid conference will be held at 2:00 p.m. on the 31st day of January 2024 at:

Port of Port Arthur Navigation District
221 Houston Avenue
Port Arthur, TX 77640

Registration for mandatory pre-bid conference will begin onsite at 1:30 pm local time on January 31st 2024, and there will be no admission after 2:00 p.m. Representatives of Owner and Engineer of Record will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. There will be no addendums issued at the pre-bid conference. Any necessary addenda will be issued to all prospective Bidders of record as Owner's Engineer considers necessary in response to questions arising at the conference.

21. Prevailing Wages.

The Contractor will be required to pay prevailing wages as set forth in the Agreement and in accordance with the current Wage Decision which has been included in the Contract Documents.

22. Diversity in Contracting Program

The successful Bidder on this contract will, by execution of the Agreement, agrees to use its best efforts to implement the Port's Diversity in Contracting Program in connection with this Project. The Port's Policy directive on Diversity in Contracting has been provided to the Contractor as part of these Contract Documents and can also be found on the Port's website at www.portpa.com.

23. Sales and Use Taxes.

Port of Port Arthur Navigation District is an organization which qualifies for exemptions pursuant to the Texas Tax Code, Chapter 151, Limited Sales, Excise and Use Tax Act. No Texas sales tax shall be included on the prices bid for tangible personal property which is to be incorporated into and/or consumed in the performance of this Project. The contractor performing this Project may purchase materials, supplies, and/or equipment incorporated into and/or consumed in the performance of this Project by providing to its suppliers and exemption certificate issued in accordance with Texas law.

24. Retainage.

Ten percent (10%) of the amount of each Progress Payment shall be retained by the Owner until final completion and acceptance of the project in accordance with Article 4.2 of the Agreement.

25. Owner Furnished Contractor Installed Items.

None.

END OF DOCUMENT

Section C

Bid Form

BID FORM

TO: Port of Port Arthur
221 Houston Avenue
P. O. Box 1428
Port Arthur, Texas 77641

Proposal of _____
(hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as a * _____ and acting by and through _____. To the Port of Port Arthur Navigation District of Jefferson County, Texas (hereinafter called "OWNER").

In compliance with your Notice to Bidders, BIDDER hereby proposes to perform all work for the construction of:

Dock Office Renovation - 1st Floor.

in accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below, and to enter into Contract for same within the time specified in CONTRACT DOCUMENTS.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Bidder hereby agrees to commence WORK under this contract on or before a date to be specified in the Notice to Proceed and to fully complete with the Dock Office Renovation – 1st Floor within _____ consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 4 of the General Conditions.

Enclosed is Bid Security as required.

BIDDER acknowledges receipt of the following ADDENDUM:

* Insert "a corporation," "a partnership," or "an individual", as applicable.

BIDDER agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum:

ITEM NO.	APPROX. QTY.	UNIT	DESCRIPTION OF ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL AMOUNT
1.	1	L.S.	Bonds and Insurance Complete. @ _____ _____ Per Lump Sum	\$ _____	\$ _____
2.	1	L.S.	Electrical Complete @ _____ _____ Per Lump Sum	\$ _____	\$ _____
3.	1	L.S.	Mechanical/HVAC Complete. @ _____ _____ Per Lump Sum	\$ _____	\$ _____
4.	1	L.S.	Plumbing Complete. @ _____ _____ Per Lump Sum	\$ _____	\$ _____

ITEM NO.	APPROX. QTY.	UNIT	DESCRIPTION OF ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL AMOUNT
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5.	1	L.S.	Interior Finishes Complete. @ _____		
Per Lump Sum				\$ _____	\$ _____

TOTAL AMOUNT **BASE BID** (Bid Items 1-5) \$ _____

(TOTAL AMOUNT BASE BID WRITTEN IN WORDS)

BASE BID

Non-Consumable Material and Equipment \$ _____
 Skill, Labor and Consumable Material & Equipment \$ _____
 Total Amount Base Bid \$ _____

Alternate #1 Bathroom Renovation

TOTAL AMOUNT **Alternate #1** \$ _____

(TOTAL AMOUNT ALTERNATE #1 WRITTEN IN WORDS)

TOTAL AMOUNT **BASE BID** and **Alternate #1**. \$ _____

(TOTAL AMOUNT BASE BID & ALTERNATE #1 WRITTEN IN WORDS)

The prices mentioned herein shall be full compensation for furnishing all materials, equipment, labor and all other expenses necessary to perform the work in accordance with these Specifications and Contract Documents.

Amounts are to be given in words and in numbers and the amount shown in

words shall govern in the event a discrepancy occurs.

Potential Subcontractors & Vendors:

RESPECTFULLY SUBMITTED,

DATE

SIGNATURE

ADDRESS

PRINT (NAME)

CITY, STATE & ZIP
(SEAL – if BID is by a Corporation)

TITLE

ATTEST

CONTACT NUMBER AND EMAIL ADDRESS

Section D

Bid Bond

BID BOND : Port of Port Arthur Dock Office Renovation 1st Floor

KNOW ALL BY THESE PRESENTS, that we, the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto PORT OF PORT ARTHUR NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this ____ day of _____, _____. The Condition of the above obligation is such that whereas the Principal has submitted to PORT OF PORT ARTHUR NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Port of Port Arthur Dock Office Remediation 2023 Project.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly complete in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

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

By: _____

By: _____

IMPORTANT -Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Texas.

Section E

Construction Contract / Insurance Requirements

AGREEMENT

between

PORT OF PORT ARTHUR NAVIGATION DISTRICT
OF JEFFERSON COUNTY, TEXAS

(“OWNER”)

and

(“CONTRACTOR”)

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the ____ day of _____, 2024 by and between the Port of Port Arthur Navigation District of Jefferson County, Texas (hereinafter called “OWNER”) and _____ (hereinafter called “CONTRACTOR”).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- 1.1 The Work of this project comprises the Port of Port Arthur Dock Office Remediation 2023 Project (the “Project”), consisting of the furnishing of all materials, equipment, tools, labor, supervision services, and performing all operations in connection with the interior buildout, renovations, and/or repairs for the building located at 100 Houston Avenue, Port Arthur, Texas, and other related work, all as more fully described in the Contract Documents, including CONTRACTOR’S Bid dated _____ which is attached hereto as Exhibit 2 and incorporated by reference herein for all purposes.

Article 2. CONTRACT TIME.

- 2.1 The field Work will be substantially completed within ____ calendar days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions. OWNER desires the work to start as soon as practical with prior agreement from CONTRACTOR; OWNER may direct CONTRACTOR to start work prior to the date specified in paragraph 2.4 of the General Conditions.
- 2.2 CONTRACTOR shall pay OWNER \$_____ per day Liquidated Damages for every work day beyond the Contract Time that the Work is not complete, according to the Contract Documents.

Article 3. CONTRACT PRICE.

- 3.1 CONTRACTOR and any Subcontractors shall pay prevailing wages according to the Davis Bacon Act; CONTRACTOR shall maintain certified payroll records in accordance with same and shall submit same on a weekly basis to OWNER on prescribed forms. Information related to the Davis Bacon Act and current Wage Determinations is included in the Contract Documents and can also be found at the

following website:

www.dol.gov/whd/govcontracts/dbra.htm

- 3.2 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Article 4. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in General Conditions.

- 4.1 *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about seven (7) days following the third (3rd) Wednesday of each month during construction as provided below. All progress payments will be done on the basis of the progress of the Work measured by the schedule of values established in Article 15 of the General Conditions.
- 4.2 *Retainage.* OWNER shall retain 10% of all progress payments otherwise due and payable under the terms of this Agreement. Retainage shall be paid as a part of the Final Payment, as defined in these Contract Documents.
- 4.3 *Final Payment.* Upon final completion and acceptance of the Work in accordance with Article 15 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in Article 15.
- 4.4 *Interest.* All monies not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law. Retainage shall not be considered due until Final Payment is due, and shall not bear interest until Final Payment is due.
- 4.5 *Affidavits Regarding Title.* OWNER may require CONTRACTOR to sign an affidavit attesting to CONTRACTOR'S title to work covered by each payment according to Article 15 of the General Conditions.

Article 5. INSURANCE AND INDEMNIFICATION.

- 5.1 At all times during the performance of this Agreement, CONTRACTOR will, at its own expense, and CONTRACTOR'S subcontractors will, at their own or at CONTRACTOR'S expense, carry the insurance coverage as detailed on Exhibit 1, Port Insurance Requirements, which is attached hereto and incorporated by reference herein for all purposes. CONTRACTOR will, at its own expense, furnish to

OWNER certificates attesting to the fact that such policies are in effect. All insurance shall be with an insurance company authorized to do business in the State of Texas. OWNER shall be additional insured on all policies, excluding Worker's Compensation/Employer's Liability. Insurance shall be made on an "occurrence form" rather than a "claims made form."

- 5.2 Insurance certificates evidencing the required coverages of CONTRACTOR and its subcontractors and endorsements evidencing the naming of OWNER as additional insured shall be delivered to OWNER prior to commencement of the Work under this Agreement. The CONTRACTOR agrees that it will not cancel, reduce, restrict, or materially change any policy providing coverage for Work under this Agreement until Final Completion and acceptance by OWNER. Each policy of insurance required shall provide for advance notice to the OWNER prior to cancellation in accordance with policy terms and conditions as governed by applicable law. If the insurer does not notify the OWNER upon policy cancellation, it shall be the CONTRACTOR'S responsibility to notify the OWNER of such cancellation. CONTRACTOR shall be responsible for procuring immediate replacement coverage for any such cancelled insurance. The OWNER'S failure to respond to any deficient insurance certificate received by the OWNER shall not constitute a waiver of the OWNER'S rights, or the CONTRACTOR'S insuring obligations, under this Agreement. OWNER shall be provided complete policies of insurance providing coverage for Work under this Agreement from CONTRACTOR upon written request.
- 5.3 Any and all deductibles in the above described insurance policies shall be assumed by, for the account of and at CONTRACTOR'S sole risk.
- 5.4 Each policy shall be endorsed to provide waiver of subrogation rights in favor of OWNER, its subsidiaries and affiliates and all other parties owning an interest in the property on which Work covered by this Agreement is to be performed. CONTRACTOR agrees to waive and agrees to have its insurer waive any rights of subrogation as respects deductibles under such policies and as respects damages to equipment, including the loss of use thereof, whether insured or not.
- 5.5 Failure of CONTRACTOR to keep the required insurance policies in full force and effective hereunder shall constitute a breach of this Agreement and OWNER shall have the right, in addition to any other rights, to immediately cancel and terminate this Agreement.
- 5.6 Nothing contained in these provisions relating to coverage and amounts set out herein shall operate as a limitation of CONTRACTOR'S liability in tort or contracted for under the terms of this Agreement.

- 5.7 CONTRACTOR shall also file with the OWNER valid policies of Insurance on like form for all consultants or subcontractors. Similar insurance shall be provided by or on behalf of all consultants or subcontractors to cover their operations under the Agreement. In the event a consultant or subcontractor is unable to furnish insurance as required under the Contract, then the available insurance limits and coverages may be reviewed by the OWNER and insurance requirements may be amended. Such review and amendment will not be unreasonably withheld.
- 5.8 CONTRACTOR shall promptly report to OWNER all accidents occurring to CONTRACTOR employees or any other parties or property.
- 5.9 NOTWITHSTANDING ANYTHING IN THE CONTRACT DOCUMENTS TO THE CONTRARY, the Work to be performed under this Contract will be performed entirely at Contractor's risk, and Contractor assumes all responsibility therefor.
- 5.10 NOTWITHSTANDING ANYTHING IN THE CONTRACT DOCUMENTS TO THE CONTRARY, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ALL OF ITS AGENTS, OFFICERS, COMMISSIONERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES HEREUNDER, WHETHER IT IS CAUSED IN PART BY THE NEGLIGENCE OF THE OWNER. IN ANY AND ALL CLAIMS AGAINST THE OWNER AND/OR CONTRACTOR, OR ANY OF THEIR AGENTS, OFFICERS, COMMISSIONERS AND EMPLOYEES, BY ANY EMPLOYEE, SUBCONTRACTOR, OR EMPLOYEE OF A SUBCONTRACTOR, OF THE CONTRACTOR, OR BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THIS CLAUSE IS NOT INTENDED TO INDEMNIFY THE OWNER FOR CLAIMS, DAMAGES, LOSSES AND EXPENSES CAUSED BY THE SOLE NEGLIGENCE OF THE OWNER

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into the Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations

that in any manner may affect cost, progress, performance of furnishing of Work.

- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in these Contract Documents and the technical data contained in such reports and drawings, upon which CONTRACTOR is entitled to rely.
- 6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 6.6 Any obstruction to pile driving, which is not shown on the above documents, shall be considered a changed condition and the CONTRACTOR shall seek guidance from the ENGINEER on how to proceed.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Agreement (pages 1 to ____, inclusive).
- 7.2 Contractor Insurance Requirements, attached hereto as Exhibit 1.
- 7.3 CONTRACTOR's accepted Bid and any Bonds required by these Contract Documents, attached hereto as Exhibit 2.
- 7.4 Standard General Conditions and Supplementary Conditions of the Construction Contract.

- 7.5 Construction Specifications manual entitled _____ for Port of Port Arthur Dock Office Remediation 2023 Project, dated _____ 2024, (consisting of _____ pages).
- 7.6 Notice to Bidders of Mandatory Pre-Bid Conference.
- 7.7 Addenda _____ (if any).
- 7.8 Drawings titled Construction Plans _____, issued _____ (consisting of _____ pages).
- 7.9 Notice to Proceed.
- 7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Article 11 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Article 11 of the General Conditions.

Article 8. TERMINATION.

The obligation to provide further services under this Agreement may be terminated:

- 8.1 *For cause*, by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within five days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.
- 8.2 *For convenience*, by OWNER effective upon the receipt of notice by CONTRACTOR.

Article 9. DISPUTE RESOLUTION.

- 9.1 OWNER and CONTRACTOR agree to negotiate in good faith upon receipt of any notice of a dispute between them prior to exercising their rights under this Agreement or under applicable law.
- 9.2 OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“disputes”), to mediation.
- 9.3 This Agreement is to be governed by the laws of the State of Texas. Venue of any action arising out of or in any manner connected with this Agreement shall be in Jefferson County, Texas.

Article 10. MISCELLANEOUS.

- 10.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 10.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representative in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 10.4 A waiver of either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
- 10.5 This instrument and the Contract Documents identified in Article 7 contain the entire agreement of the parties hereto and may not be changed except by written agreement duly executed by the parties hereto.
- 10.6 All agreements and covenants contained herein are severable, and in the event any clause or provision contained herein is declared to be invalid or unenforceable by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid or unenforceable agreements or covenants were not contained herein.

10.7 This Agreement shall inure to the benefit of, and be binding upon, the respective parties hereto and their respective successors, heirs and personal representatives; provided, however, that this Agreement may not be assigned by any party hereto without the prior written consent of the other parties hereto; the parties acknowledge and agree that the services of CONTRACTOR to be provided hereunder are based upon the unique personal qualifications and abilities of such CONTRACTOR.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2024.

OWNER Port of Port Arthur
Navigation District of
Jefferson County, Texas

CONTRACTOR _____

By: _____

By: _____

Address for giving notices:

Address for giving notices:

221 Houston Avenue
PO Box 1428
Port Arthur, TX 77641

Attention: _____

License No. _____

Port of Port Arthur

I. INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTS

Contractor shall procure and maintain for the duration of the contract, *and for 2 years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

II. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of Texas with Statutory Limits including United States Longshoreman & Harborworkers coverage, as may be required. Employers’ Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Umbrella/Excess Liabilities:** The Contractor shall provide Umbrella/Excess Liability insurance limits of at least the following:
 - a. For contract amount under \$5,000,000; At least \$5,000,000 limit
 - b. For contract amount from \$5,000,000 to \$25,000,000; At least \$10,000,000 limit
 - c. For contract amount from over \$25,000,000 to \$50,000,000; At least \$50,000,000 limit
 - d. For contract amount over \$50,000,000; At least \$50,000,000 limit
5. **Builder’s Risk:** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
6. **Surety Bonds:** as required and described below.
7. **Professional Liability:** (If Design/Build), with limits no less than **\$2,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
8. **Contractors’ Pollution Legal Liability:** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits

Port of Port Arthur

maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

III. OTHER INSURANCE PROVISIONS

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

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 12 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Special Circumstances

4. **Owner's & Contractors Protective Liability:** Primary contractors employing sub-contractors shall purchase and maintain at its own expense, Owner's & Contractor's Protective Liability coverage naming the Port, it's officers, agents, and employees as insured in the same amount and coverage as provided for in the Contractor's Commercial General Liability Policy.
5. **Marine Operations:** If any operation involves the use of any form of watercraft, additional coverage may be required of Contractors as follows:
 - a. In the event the User is required to provide coverage pursuant to this section, such insurance on waterborne vessels shall comply with the following requirements:

Port of Port Arthur

- i. If the User uses a chartered waterborne vessel in the operation hereunder, the User shall provide Certificates of Insurance evidencing that the User has procured Charter's Legal Liability Insurance, including full Maritime Employers Liability and Collision and Tower's Liability, covering bodily injury and property damage with a combined single limit of at least \$1,000,000 or the value of the vessel, whichever is greater.
- ii. If the User uses an owned waterborne vessel in the operations hereunder, the User shall provide Certificates of Insurance evidencing that the User has procured Hull and Machinery Insurance, including full Collision and Tower's Liability and protection and Indemnity Insurance (including crew) covering bodily injury and property damage, each with a combined single limit of at least \$1,000,000 or the value of the vessel, whichever is greater.
- iii. The Port of Port Arthur will be named additional insured and right of subrogation will be waived in favor of the Port of Port Arthur by endorsement acceptable to the Port of Port Arthur risk manager.

Claims Made Policies-

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work,
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of Contractor work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusion. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers:

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Entity.

Waiver of Subrogation:

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any

Port of Port Arthur

endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Entity for all work performed by the Contractor, its employees, agents, and subcontractors.

Verification of Coverage

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by the specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors, For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds when required by The Port or Port Arthur:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Texas and secured through an authorized agent with an office in Texas.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior, experience, insurer, coverage, or other circumstances.

Section F
Performance Bond

PERFORMANCE BOND: Port of Port Arthur Dock Office Renovation 1st Floor

KNOW ALL BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto PORT OF PORT ARTHUR NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS, 221 HOUSTON AVENUE, PORT ARTHUR, TEXAS 77640, hereinafter called OWNER, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, 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 Owner, dated _____, _____ a copy of which is hereto attached and made a part hereof for the construction of the Port of Port Arthur Dock Office Remediation 2023 Project.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under sub contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all obligation shall be void; otherwise to remain in full force and effect. Provided, that this bond is executed pursuant to Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be determined in accordance therewith.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder of the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed, and the said surety has caused these presents to be executed, each by its duly authorized agent and officer, and its corporate seal to be affixed at on this _____ day of _____, _____.

This instrument is executed in counterparts, each one of which shall be deemed an original.

Contractor

ATTEST: By: _____

Title: _____

Surety: _____

WITNESS: By: _____

Title: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond. Surety Companies executing Bonds must appear on Treasury Department's most current list (Circular 570 as amended) and authorized to transact business in Texas.

Section G
Payment Bond

PAYMENT BOND : Port of Port Arthur Dock Office Renovation 1st Floor

THE STATE OF TEXAS, COUNTY OF JEFFERSON

KNOW BY ALL THESE PRESENTS, that we

_____ of the City of _____, County of _____, and State of _____ as principal, and, _____, as surety, authorized under the laws of the State of Texas to act as surety on bonds for principals are held and firmly bound unto the Port of Port Arthur Navigation District of Jefferson County, Texas, and to all subcontractors, workmen, laborers, mechanics and furnishers of material, and any other claimant, as their interest may appear, all of whom shall have the right to sue upon their bond, in the penal sum of _____ Dollars (\$ _____), lawful currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators and successors, jointly and severally and firmly by these presents:

The condition of this Bond is such that, whereas, the above bounden Principal, as prime contractor, has on the ____ day of _____, 202__, entered in to a formal contract with the Port of Port Arthur Navigation District of Jefferson County, Texas for the Port of Port Arthur Dock Office Remediation 2023 Project, which is hereby referred to and made part hereof as if fully written herein.

NOW, THEREFORE, if the above bounden Principal shall protect all claimants supplying labor and material as provided for in Chapter 2253, Texas Government Code and shall pay and perform any and every obligation that of such principal is required or provided for in such law, this bond being totally for the protection of all such claimants and being for the use of each such claimant, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

It is stipulated and agreed that no change, extension of time, addition to or modification of the Contract or work performed thereunder, shall in anywise affect the obligation of this bond, and surety expressly waives notice of any such change, extension of time, addition or modification.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed, and the said surety has caused these presents to be executed, each by its duly authorized agent and officer, and its corporate seal to be affixed at on this _____ day of _____, _____.

Contractor

ATTEST: _____
By: _____
Title: _____

Surety: _____

WITNESS: _____
By: _____
Title: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute Bond. Surety Companies executing Bonds must appear on Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Texas.

Section H
Standard General Conditions

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Section I
Wage Rate

"General Decision Number: TX20230256 12/22/2023

Superseded General Decision Number: TX20220256

State: Texas

Construction Type: Building

County: Jefferson County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	03/17/2023

2	05/05/2023
3	08/25/2023
4	09/01/2023
5	10/13/2023
6	12/08/2023
7	12/22/2023

ASBE0022-009 07/03/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 28.35	16.02

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64

BRTX0005-006 06/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 30.05	15.27

ELEC0479-005 09/25/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 32.76	13.22

ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 34.85	9.85

IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.51	8.13

IRON0135-002 09/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 34.35	14.44

PLUM0068-001 10/01/2023

	Rates	Fringes
PLUMBER.....	\$ 34.86	11.68

* PLUM0211-009 10/01/2023

	Rates	Fringes
PIPEFITTER.....	\$ 38.31	12.61

SHEE0054-007 04/01/2020

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 28.69	14.13

* SUTX2014-032 07/21/2014

	Rates	Fringes
CARPENTER.....	\$ 17.98	3.72
CEMENT MASON/CONCRETE FINISHER...\$	13.44 **	0.00
FORM WORKER.....\$	13.02 **	0.00
IRONWORKER, REINFORCING.....\$	12.95 **	0.00
LABORER: Common or General.....\$	12.04 **	0.00
LABORER: Mason Tender - Brick...\$	12.90 **	0.00
LABORER: Mason Tender - Cement/Concrete.....\$	10.50 **	0.00
LABORER: Pipelayer.....\$	13.47 **	0.00
LABORER: Roof Tearoff.....\$	11.28 **	0.00
LABORER: Landscape and Irrigation.....\$	11.04 **	0.36
OPERATOR: Backhoe/Excavator/Trackhoe.....\$	18.65	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$	13.93 **	0.00
OPERATOR: Bulldozer.....\$	18.88	0.00
OPERATOR: Drill.....\$	16.22	0.34
OPERATOR: Forklift.....\$	17.69	0.00
OPERATOR: Grader/Blade.....\$	13.37 **	0.00
OPERATOR: Loader.....\$	13.55 **	0.94
OPERATOR: Mechanic.....\$	17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$	16.03 **	0.00
OPERATOR: Roller.....\$	16.00 **	0.00
PAINTER (Brush, Roller, and Spray).....\$	16.75	4.51
ROOFER.....\$	15.40 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....\$	26.89	10.38
TILE FINISHER.....\$	12.00 **	0.00

TILE SETTER.....	\$ 16.17 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

"

Diversity in Contracting Program

Contractor agrees to use its best efforts to implement the Port's Diversity in Contracting Program in connection with this Project. The Port's Policy Directive on Diversity in Contracting has been provided to Contractor as part of these specifications and can also be found on the Port's website at www.portpa.com.

Section J
Diversity in Contracting

Port of Port Arthur Navigation District of Jefferson County, Texas

POLICY DIRECTIVE ON DIVERSITY IN CONTRACTING

Adopted JUNE 24, 2020

SECTION 1. Purpose.

The Board of Commissioners of the Port of Port Arthur have determined a need to increase the number of local, minority, veteran and women owned businesses utilized on Port contracts. The purpose of this policy directive is to increase the utilization of Port revenues from taxes and operations to assist local, minority, veteran and women owned businesses by providing increased opportunities for participation in contracting for public works, consulting services, supplies, material, equipment, and other services required by the Port.

SECTION 2. Definitions.

For the purposes of this policy directive:

"Affirmative efforts" means documented reasonable attempts in good faith to contract with minority, veteran and women owned businesses.

"Availability" or "available" means a business that is interested in and capable of performing the work within the time frame required and to the quality specified in the solicitation and contract.

"Capability" or "capable" means that a business appears able to perform a commercially useful function in performance of the work.

"Commercially useful function" means the performance of real and actual services in the discharge of any contractual endeavor.

"Contract" means an agreement for public works, consulting services, supplies, material, equipment, or other services.

"Contractor" means a business that has a contract with the Port.

"Local" means within the boundaries of the Port of Port Arthur Navigation District of Jefferson County, Texas.

"Local Plus" means within the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County.

"Relevant demographic data" is defined as, but not limited to, Asian-Pacific Americans, Black Americans, Hispanic Americans, Native Americans, Asian, and Women, and other characteristic information related to a business owner's

sexual orientation, sex/gender, race, ethnicity, physical ability, or veteran status as self-reported and/or certified by another government entity, as deemed necessary or relevant to eliminating disparity in Port contracting.

“Utilization” is defined as both the percent of contracting dollars paid to MVW firms as well as the number of MVW firms under contract.

“Minority, veteran, or women owned business” (MVW) means a business that is at least 51 percent owned and controlled by minorities, veterans and/or women (including, but not limited to Asian-Pacific Americans, Black Americans, Hispanic Americans, Native Americans, Asian, Service-Disabled Veterans, and Women, and other characteristic information related to a business owner’s sexual orientation, sex/gender, race, ethnicity, physical ability, or veteran status as self-reported and/or certified by another government entity, as deemed necessary or relevant to eliminating disparity in Port contracting).

SECTION 3. Scope and Applicability.

This policy directive shall apply to all types of procurement contracts with the Port, including construction and consulting contracts, purchased goods, and services.

SECTION 4. Responsibilities.

The Board of Commissioners shall establish goals to increase MVW utilization for the Executive Director and staff in Port contracts and shall:

- A. Expand opportunities for MVW firms across Port functions, wherever practicable;
- B. Pursue the goal to substantially increase the number of MVW firms that contract with the Port and thereby substantially increase the percentage of dollars spent on MVW contracts, effective immediately upon the adoption of this policy directive;
- C. Within 120 days of adoption of this policy directive, develop a Diversity in Contracting Program that identifies affirmative efforts to afford MVW owned businesses the maximum practicable opportunity to participate in Port contracts;
- D. Incorporate the MVW goals into the Port’s Diversity in Contracting Program to the fullest extent reasonable, including incorporation into scorecards, reports, and project plan updates. The Port shall prepare and publish an annual report each year entitled “Port of Port Arthur Diversity in Contracting Annual Report”;
- E. Establish and improve outreach efforts to increase and sustain MVW participation in Port contracting;
and
- F. Take affirmative efforts to assure equality of contracting opportunity through the development and application of inclusion plans or other tools as necessary.

SECTION 5. Policy.

- A. The Port’s Diversity in Contracting Program shall include:
 - (1) Responsibilities, policies, practices, and processes that can improve the Port procurement and contracting processes to provide a more receptive environment for the utilization of MVW firms, and

to ensure that businesses and contractors of all tiers working on Port contracts and subcontracts utilize MVW firms, wherever feasible or as required;

(2) Development of a standard procedure for the Port-wide MVW goal setting, and collection and reporting of relevant demographic data to be stored in a central database;

(3) Identify categories of contracts that will require MVW inclusion plans and other tools that will be applied to other categories of contracts Port-wide;

(4) Clear lines of responsibility and accountability for implementation of the MVW program; and

(5) Make MVW goal-setting and affirmative implementation efforts part of the annual performance evaluation for each Port department head/supervisor and require standardized MVW program training, implementation, and coordination for all department leaders and their MVW representatives.

B. The Port's Diversity in Contracting Annual Report shall include:

(1) The Port's prior year increase in utilization of MVWs to reduce disparity in Port contracting; and

(2) The achievement of goals by department for MVW utilization based on:

(a) Each Port department head/supervisor's review of future procurements to identify available firms on upcoming contracts to create a utilization goal that is justifiable, bold, and challenging; and

(b) Construction goals based on historic utilization plus an established percentage, until such time that a disparity study or other valid internal data can demonstrate a reasonable level of utilization.

C. To improve inclusion and outreach to improve and sustain MVW participation and to reduce disparity in Port contracting, the Port shall:

(1) Support training and assistance to Port staff to increase participation in outreach and to learn about the internal and external resources available to include MVW firms in the Port's procurement and contracting;

(2) Improve and expand technical assistance, including MVW certification, business development, training, and mentoring programs for MVW firms to enhance bidding expertise and promote greater coordination with advocacy organizations, businesses, individuals, and public agencies and other Port departments;

(3) Create opportunities for members of the contracting and vendor community, Port, and other stakeholders to work collaboratively on recommendations for the Port to more effectively use the directives in this policy directive;

(4) Assist contractors desiring to bid on Port contracts to comply with the affirmative efforts provisions for such contract, and offer information as to organizations and agencies available to

assist such contractors in recruiting, mentoring, training, or otherwise preparing potential subcontractors; and

(5) Cooperate and establish formal and/or informal partnerships and mutual cooperation with other public agencies to carry out the purposes of this policy directive, as needed.

D. Affirmative efforts to assure equality of contracting opportunity required:

(1) Develop procurement tools, such as MVW inclusion plans, and require bidders and proposers to comply with the MVW solicitation requirement in order to improve and sustain participation of MVW in Port contracts;

(2) Identify and implement a Port-wide method to regularly monitor and measure the Port MVW program and attainment of goals by contractors;

(3) Establish goals for participation of MVW owned businesses in a particular Port contract on a case-by-case basis;

(4) Work closely with other departments to ensure all policies, practices, and processes are consistent and complementary to make it easier for MVW firms to pursue Port contracts; and

(5) Review certifications and determine whether vendors meet program requirements.

E. Affirmative efforts in subcontracting:

(1) All contractors, including MVW firms, shall actively solicit bids for subcontracts to qualified, available, and capable MVW businesses to perform commercially useful functions;

(2) Contractors shall consider the grant of subcontracts to MVW bidders on the basis of substantially equal proposals in the light most favorable to MVW businesses;

(3) At the request of the relevant Port department, when inclusion plans are required, contractors shall furnish evidence of the contractor's compliance with the Port's requirements for MVW solicitation and will submit evidence of compliance with this section as part of any bid.

(4) Contractors shall provide records necessary to document affirmative efforts to subcontract with MVW businesses on Port contracts;

(5) At any time during a contract in which an inclusion plan is required, Port shall request and contractors shall furnish evidence of the contractor's compliance with these requirements of MVW solicitation and affirmative efforts to subcontract with MVW businesses;

(6) Compliance with all requirements and past performance under this policy directive may be included in the evaluation of future procurements; and

(7) In applying the provisions of this policy directive to contracts funded in whole or in part with federal funds and subject to 49 CFR Part 23, Subpart D, regarding Airport Concessions Disadvantaged Business Enterprises (ACDBE) or 49 CFR 26, Subpart C, regarding Disadvantaged Business Enterprises (DBE), references to Women and Minority Businesses shall also include federally recognized ACDBEs

or DBEs. In the event of a conflict between the provisions of this chapter, or the rules implementing this policy directive, and the requirements of 49 CFR 26, Subpart C, or 49 CFR Part 23, Subpart D, or any other superseding applicable federal statute or regulation, the provisions of the federal statute or regulation shall control.

F. Expanding Opportunity.

(1) The Port shall immediately commence review and recommend measures to expand opportunities for MVW firms in other Port enterprise opportunities, for example real estate leases, to encourage and promote access to Port facilities by MVW firms.

SECTION 6. Local Preference.

A. To be deemed a Local business or Local Plus business in this Program, businesses must first successfully complete Registration and provide other documentation as may be reasonably required by the Port.

B. A Local business means a business with its principal place of business within the Port of Port Arthur Navigation District, Jefferson County, Texas.

C. A Local Plus business means a business with its principal place of business within Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County in the State of Texas.

D. Principal place of business means the business must:

(1) Be headquartered within the limits of the applicable jurisdiction as stated in A. or B. above; or

(2) Have an established place or places of business within the limits of the applicable jurisdiction in A. or B. above from which 20% or more of the entity's workforce are regularly based, and from which a substantial role in the entity's performance of a commercially useful function or a substantial part of its operations is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed as a principal place of business.

E. Headquartered means the location where an entity's leadership directs, controls, and coordinates the entity's activities.

F. Local Preference may be appropriate for contracts related to:

(a) any activity or matter incidental to the advertising, development, or promotion of the Port district or its ports, waterways, harbors, or terminals;

(b) furthering the general welfare of the Port district and its facilities; or

(c) the betterment of the Port district's relations with steamship and rail lines, shippers, consignees of freight, governmental officials, or others interested or sought to be interested in the ports, waterways, harbors, or terminals.

SECTION 7. Historically Underutilized Businesses (HUB).

A. A business submitting a bid under the HUB category for a Port project must obtain a HUB Certification from the State of Texas prior to submission.

B. To be eligible for HUB certification in the State of Texas, a business must:

(1) Be a U.S. citizen;

(2) Be a for-profit entity that has not exceeded the size standard prescribed by 34 TAC §20.294 and has its principal place of business in Texas; and

(3) Be at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or a Service Disabled Veteran with a Service related disability of 20% or greater, who resides in Texas and actively participates in the control, operations and management of the entity's affairs.

SECTION 8. Veteran Owned Businesses.

A. A business submitting a bid under the Veteran Owned business category for a Port project must complete a Veteran Owned business certification packet from the Port prior to submission.

B. A Veteran Owned business must be at least 51% owned by one or more veterans as defined in 38 USC 101(2).

SECTION 9. Program Evaluation and Audit.

A. The Executive Director or his or her designee shall periodically monitor and report benchmarks and metrics to evaluate the Port's Diversity in Contracting Program, including:

(1) Incorporation of these MVW goals into the Port's procurement policies and plans to the fullest extent reasonable, including incorporation into scorecards, reports, and project plan updates.

(2) Specific measures the Port will undertake to increase the participation of MVW firms and to reduce disparities, including the number of events or outreach activities conducted to ensure responsiveness to bid opportunities.

(3) Progress towards specific department MVW utilization goals, including the number of opportunities a department has available, the goals established for those opportunities and the actual utilization, including periodic review of disparity study results, to determine reasonableness of goals.

(4) Data reporting using the standard procedure identified in the MVW program for the Port-wide collection and reporting of relevant demographic data including percent of project dollars spent, number of businesses, and types of procurements.

(5) Preparation and publication of the Port's Diversity in Contracting Annual Report.

B. The Port's Director of Accounting shall include the Diversity in Contracting Program in the Port's annual business plan to monitor and report on adherence to this policy and establish compliance measures for future years as the Director of Accounting deems appropriate.

SECTION 10. Fiscal Implications.

Fiscal implications shall be reviewed by the Executive Director annually, at a minimum, to ensure that implementation of this policy directive is adequately resourced and shall submit a budget request as appropriate.

Section K
Miscellaneous Documents

MISCELLANEOUS DOCUMENTS

The documents listed below are required to be submitted as detailed in the Instructions to Bidders Submission Format.

- **NON-COLLUSION AFFIDAVIT:** Included in this bid document package.

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____ the _____ of, _____ on behalf of said bidder.

Notary Public in and for the
State of Texas

My commission expires: _____

Section L

Specifications, Drawings & Scope of Work

MEP Specifications Index
Dock Office Port of Port Arthur

DIVISION 23 – HEATING, VENTILATING, & AIR CONDITIONING:

230500	Common Work Results for HVAC
230529	Hangers and Supports for HVAC Piping and Equipment
230553	Identification For HVAC Piping and Equipment
230593	Testing, Adjusting, and Balancing for HVAC
230700	HVAC Insulation
230800	Commissioning of HVAC
233113	Metal Ducts
233300	Air Duct Accessories
233600	Air Terminals
233713	Diffusers, Registers, and Grilles

END OF INDEX

**SECTION 23 05 00
COMMON WORK RESULTS FOR HVAC**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Piping materials and installation instructions common to most piping systems.
 - 2. Transition fittings.
 - 3. Dielectric fittings.
 - 4. Mechanical sleeve seals.
 - 5. Sleeves.
 - 6. Escutcheons - Duct and Pipe
 - 7. Grout.
 - 8. Equipment installation requirements common to equipment sections.
 - 9. Painting and finishing.
 - 10. Concrete bases.
 - 11. Supports and anchorages.

1.3 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct chases, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.
- B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and chases.
- E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.
- F. The following are industry abbreviations for plastic materials:

1. CPVC: Chlorinated polyvinyl chloride plastic.
2. PE: Polyethylene plastic.
3. PVC: Polyvinyl chloride plastic.

G. The following are industry abbreviations for rubber materials:

1. EPDM: Ethylene-propylene-diene terpolymer rubber.
2. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

A. Product Data: For the following:

1. Transition fittings.
2. Dielectric fittings.
3. Mechanical sleeve seals.
4. Escutcheons.

B. Welding certificates.

1.5 QUALITY ASSURANCE

A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."

B. Electrical Characteristics for HVAC Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.

B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

1.7 COORDINATION

A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for HVAC installations.

B. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.

- C. Coordinate requirements for access panels and doors for HVAC items requiring access that are concealed behind finished surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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

2.2 PIPE, TUBE, AND FITTINGS

- A. Refer to individual Division 23 piping Sections for pipe, tube, and fitting materials and joining methods.
- B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.3 JOINING MATERIALS

- A. Refer to individual Division 23 piping Sections for special joining materials not listed below.
- B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
 - 1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch 3.2-mm maximum thickness unless thickness or specific material is indicated.
 - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
 - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
 - 2. AWWA C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- D. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- E. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

- F. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.
- G. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- H. Solvent Cements for Joining Plastic Piping:
 - 1. CPVC Piping: ASTM F 493.
 - 2. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
- I. Fiberglass Pipe Adhesive: As furnished or recommended by pipe manufacturer.

2.4 TRANSITION FITTINGS

- A. Plastic-to-Metal Transition Fittings: CPVC and PVC one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
 - 1. Manufacturers:
 - a. Eslon Thermoplastics.
- B. Plastic-to-Metal Transition Adaptors: One-piece fitting with manufacturer's SDR 11 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
 - 1. Manufacturers:
 - a. Thompson Plastics, Inc.
- C. Plastic-to-Metal Transition Unions: MSS SP-107, CPVC and PVC four-part union. Include brass end, solvent-cement-joint end, rubber O-ring, and union nut.
 - 1. Manufacturers:
 - a. NIBCO INC.
 - b. NIBCO, Inc.; Chemtrol Div.

2.5 DIELECTRIC FITTINGS

- A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.
- B. Insulating Material: Suitable for system fluid, pressure, and temperature.
- C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig minimum working pressure at 180 deg F

1. Manufacturers:
 - a. Capitol Manufacturing Co.
 - b. Central Plastics Company.
 - c. Eclipse, Inc.
 - d. Epco Sales, Inc.
 - e. Hart Industries, International, Inc.
 - f. Watts Industries, Inc.; Water Products Div.
 - g. Zurn Industries, Inc.; Wilkins Div.

- D. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for 150- or 300-psig minimum working pressure as required to suit system pressures.
 1. Manufacturers:
 - a. Capitol Manufacturing Co.
 - b. Central Plastics Company.
 - c. Epco Sales, Inc.
 - d. Watts Industries, Inc.; Water Products Div.

- E. Dielectric-Flange Kits: Companion-flange assembly for field assembly. Include flanges, full-face- or ring-type neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.
 1. Manufacturers:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Central Plastics Company.
 - d. Pipeline Seal and Insulator, Inc.
 2. Separate companion flanges and steel bolts and nuts shall have 150- or 300-psig minimum working pressure where required to suit system pressures.

- F. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and 300-psig minimum working pressure at 225 deg F.
 1. Manufacturers:
 - a. Calpico, Inc.
 - b. Lochinvar Corp.

- G. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig minimum working pressure at 225 deg F.
 1. Manufacturers:

- a. Perfection Corp.
- b. Precision Plumbing Products, Inc.
- c. Sioux Chief Manufacturing Co., Inc.
- d. Victaulic Co. of America.

2.6 MECHANICAL SLEEVE SEALS

- A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.

1. Manufacturers:

- a. Advance Products & Systems, Inc.
- b. Calpico, Inc.
- c. Linkseal
- d. Metraflex Co.
- e. Pipeline Seal and Insulator, Inc.

2. Sealing Elements: EPDM interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
3. Pressure Plates: Plastic Carbon steel. Include two for each sealing element.
4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.7 SLEEVES

- A. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.
- B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
- C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- D. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.

2.8 ESCUTCHEONS

- A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around exposed duct, pipe, tube, and insulation of insulated piping and an OD that completely covers opening.
- B. One-Piece, Stamped-Steel Type: With set screw or spring clips and chrome-plated finish.
- C. One-Piece, Floor-Plate Type: Cast-iron floor plate.

- D. Split-Casting, Floor-Plate Type: Cast brass with concealed hinge and set screw.

2.9 GROUT

- A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
 - 1. Characteristics: Post-hardening, volume-adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
 - 2. Design Mix: 5000-psi, 28-day compressive strength.
 - 3. Packaging: Premixed and factory packaged.

PART 3 - EXECUTION

3.1 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Install piping according to the following requirements and Division 23 Sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- F. Install piping to permit valve servicing.
- G. Install piping at indicated slopes.
- H. Install piping free of sags and bends.
- I. Install fittings for changes in direction and branch connections.
- J. Install piping to allow application of insulation.
- K. Select system components with pressure rating equal to or greater than system operating pressure.

- L. Install escutcheons for penetrations of walls, ceilings, and floors according to the following:
 - 1. New Piping:
 - a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
 - b. Insulated Piping: One-piece, stamped-steel type with spring clips.
 - c. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, stamped-steel type.
 - d. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, stamped-steel type and set screw.
 - e. Bare Piping in Unfinished Service Spaces: One-piece, cast-brass type with polished chrome-plated finish.
 - f. Bare Piping in Equipment Rooms: One-piece, stamped-steel type with set screw or spring clips.
 - g. Bare Piping at Floor Penetrations in Equipment Rooms: One-piece, floor-plate type.

- M. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.
 - 1. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.
 - 2. Install sleeves in new walls and slabs as new walls and slabs are constructed.
 - 3. Install sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
 - a. Steel Pipe Sleeves: For pipes smaller than NPS 6.
 - b. Stack Sleeve Fittings: For pipes penetrating floors with membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 2 inches above finished floor level. Refer to Division 07 Section "Sheet Metal Flashing and Trim" for flashing.
 - 1) Seal space outside of sleeve fittings with grout.
 - 4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using joint sealants appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.

- N. Aboveground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

1. Install steel pipe for sleeves smaller than 6 inches in diameter.
 2. Install cast-iron "wall pipes" for sleeves 6 inches and larger in diameter.
 3. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.
- O. Underground, Exterior-Wall Pipe Penetrations: Install cast-iron "wall pipes" for sleeves. Seal pipe penetrations using mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
1. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.
- P. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials.
- Q. Verify final equipment locations for roughing-in.
- R. Refer to equipment specifications in other Sections of these Specifications and manufacturers data for roughing-in requirements.

3.2 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and Division 23 Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

3.3 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:

1. Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.4 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

- A. Install equipment to allow maximum possible headroom.
- B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- C. Install HVAC equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- D. Install equipment to allow right of way for piping installed at required slope.

3.5 PAINTING

- A. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.6 CONCRETE BASES

- A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.
 1. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit.
 2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of the base.
 3. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 4. Install anchor bolts to elevations required for proper attachment to supported equipment.
 5. Install anchor bolts according to anchor-bolt manufacturer's written instructions.
 6. Use 3000-psi, 28-day compressive-strength concrete and reinforcements.

3.7 ERECTION OF METAL SUPPORTS AND ANCHORAGES

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor HVAC materials and equipment.
- B. Field Welding: Comply with AWS D1.1.

3.8 GROUTING

- A. Mix and install grout for HVAC equipment base bearing surfaces, pump and other equipment base plates, and anchors.
- B. Clean surfaces that will come into contact with grout.
- C. Provide forms as required for placement of grout.
- D. Avoid air entrapment during placement of grout.
- E. Place grout, completely filling equipment bases.
- F. Place grout on concrete bases and provide smooth bearing surface for equipment.
- G. Place grout around anchors.
- H. Cure placed grout.

END OF SECTION 23 05 00

**SECTION 23 05 29
HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT**

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Steel pipe hangers and supports.
2. Trapeze pipe hangers.
3. Metal framing systems.
4. Thermal-hanger shield inserts.
5. Fastener systems.
6. Equipment supports.

B. Related Sections:

1. Division 23 Section "Metal Ducts" for duct hangers and supports.
2. LEED Requirements in Sections 01352, 01505, and 01510.

1.2 DEFINITIONS

A. Terminology: As defined in MSS SP-90, "Guidelines on Terminology for Pipe Hangers and Supports."

1.3 PERFORMANCE REQUIREMENTS

- A. Design supports for multiple pipes capable of supporting combined weight of supported systems, system contents, and test contents.
- B. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

1.4 SUBMITTALS

A. Product Data: For the following:

1. Pipe hangers and supports.
2. Thermal-hanger shield inserts.
3. Powder-actuated fastener systems.

B. LEED Submittals:

1. A separate LEED Construction Submittal Form shall be submitted for each

product, with all relevant information filled out, and backup documentation provided where relevant. The Form, due with the product submittal, may be found under Division 1, Section 01352 "Sustainable Construction Requirements".

2. Contractor shall comply with waste management goals in Division 01, Section 01505 "Construction and Demolition Waste Management".
 3. All interior applied products (sealants/adhesives/paints/coatings/primers) shall comply with LEED VOC limits listed in Division 1, Section 01352.
 4. Contractor shall comply with dust and pollutant control requirements in Section 01510 "Construction Indoor Air Quality Management".
- C. Shop Drawings: Show fabrication and installation details and include calculations for the following:
1. Trapeze pipe hangers. Include Product Data for components.
 2. Metal framing systems. Include Product Data for components.
 3. Equipment supports.
- D. Welding certificates.

1.5 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to ASME Boiler and Pressure Vessel Code: Section IX.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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

2.2 PIPE HANGERS AND SUPPORTS

- A. Description: MSS SP-58, Types 1 through 58, factory-fabricated components. Refer to Part 3 "Hanger and Support Applications" Article for where to use specific hanger and support types.
- B. Manufacturers:
1. Bergen-Power Pipe Supports.
 2. B-Line Systems, Inc.; a division of Cooper Industries.
 3. Carpenter & Paterson, Inc.
 4. Empire Industries, Inc.
 5. Globe Pipe Hanger Products, Inc.

6. Grinnell Corp.
 7. GS Metals Corp.
 8. National Pipe Hanger Corporation.
 9. PHD Manufacturing, Inc.
 10. Piping Technology & Products, Inc.
- C. Galvanized, Metallic Coatings: Pregalvanized or hot dipped.
- D. Nonmetallic Coatings: Plastic coating, jacket, or liner.
- E. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion for support of bearing surface of piping.

2.3 TRAPEZE PIPE HANGERS

- A. Description: MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural-steel shapes with MSS SP-58 hanger rods, nuts, saddles, and U- bolts.

2.4 METAL FRAMING SYSTEMS

- A. Description: MFMA-3, shop- or field-fabricated pipe-support assembly made of steel channels and components.
- B. Manufacturers:
1. B-Line Systems, Inc.; a division of Cooper Industries.
 2. GS Metals Corp.
 3. Power-Strut Div.; Tyco International, Ltd.
 4. Thomas & Betts Corporation.
 5. Unistrut Corp.; Tyco International, Ltd.
- C. Coatings: Manufacturer's standard painted finish
- D. Nonmetallic Coatings: Manufacturer's standard plastic coating, jacket, or liner.

2.5 THERMAL-HANGER SHIELD INSERTS

- A. Description: 100-psig- minimum, compressive-strength insulation insert encased in sheet metal shield.
- B. Manufacturers:
1. Carpenter & Paterson, Inc.
 2. ERICO/Michigan Hanger Co.
 3. PHS Industries, Inc.
 4. Pipe Shields, Inc.
 5. Rilco Manufacturing Company, Inc.

6. Value Engineered Products, Inc.
- C. Insulation-Insert Material for Cold Piping: ASTM C 552, Type II cellular glass with vapor barrier.
- D. Insulation-Insert Material for Hot Piping: ASTM C 552, Type II cellular glass.
- E. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.
- F. For Clevis or Band Hangers: Insert and shield shall cover lower 180 degrees of pipe.
- G. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

2.6 FASTENER SYSTEMS

- A. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
 1. Manufacturers:
 - a. Hilti, Inc.
 - b. ITW Ramset/Red Head.
 - c. Masterset Fastening Systems, Inc.
 - d. MKT Fastening, LLC.
 - e. Powers Fasteners.
- B. Mechanical-Expansion Anchors: Insert-wedge-type zinc-coated steel, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
 1. Manufacturers:
 - a. B-Line Systems, Inc.; a division of Cooper Industries.
 - b. Empire Industries, Inc.
 - c. Hilti, Inc.
 - d. ITW Ramset/Red Head.
 - e. MKT Fastening, LLC.
 - f. Powers Fasteners.

2.7 EQUIPMENT SUPPORTS

- A. Description: Welded, shop- or field-fabricated equipment support made from structural-steel shapes.

2.8 MISCELLANEOUS MATERIALS

- A. Structural Steel: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- B. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.
 - 1. Properties: Nonstaining, noncorrosive, and nongaseous.
 - 2. Design Mix: 5000-psi, 28-day compressive strength.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT APPLICATIONS

- A. Specific hanger and support requirements are specified in Sections specifying piping systems and equipment.
- B. Comply with MSS SP-69 for pipe hanger selections and applications that are not specified in piping system Sections.
- C. Use hangers and supports with galvanized, metallic coatings for piping and equipment that will not have field-applied finish.
- D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.
- E. Use padded hangers for piping that is subject to scratching.
- F. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated stationary pipes, NPS 1/2 to NPS 30.
 - 2. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes, NPS 3/4 to NPS 24, requiring clamp flexibility and up to 4 inches of insulation.
 - 3. Adjustable, Steel Band Hangers (MSS Type 7): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 8.
- G. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 20.
 - 2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers, NPS 3/4 to NPS 20, if longer ends are required for riser clamps.

- H. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
- I. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
 - 2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joint construction to attach to top flange of structural shape.
 - 3. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
 - 4. C-Clamps (MSS Type 23): For structural shapes.
 - 5. Welded-Steel Brackets: For support of pipes from below, or for suspending from above by using clip and rod. Use one of the following for indicated loads:
 - a. Light (MSS Type 31): 750 lb.
 - b. Medium (MSS Type 32): 1500 lb.
 - c. Heavy (MSS Type 33): 3000 lb.
 - 6. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
 - 7. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
- J. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Steel Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
 - 2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.
 - 3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.
- K. Comply with MSS SP-69 for trapeze pipe hanger selections and applications that are not specified in piping system Sections.
- L. Comply with MFMA-102 for metal framing system selections and applications that are not specified in piping system Sections.

3.2 HANGER AND SUPPORT INSTALLATION

- A. Steel Pipe Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.

- B. Trapeze Pipe Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping and support together on field-fabricated trapeze pipe hangers.
 - 1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified above for individual pipe hangers.
 - 2. Field fabricate from ASTM A 36/A 36M, steel shapes selected for loads being supported. Weld steel according to AWS D1.1.
- C. Metal Framing System Installation: Arrange for grouping of parallel runs of piping and support together on field-assembled metal framing systems.
- D. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for all insulated piping.
- E. Fastener System Installation:
 - 1. Install powder-actuated fasteners in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.
 - 2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.
- F. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.
- G. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- H. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- I. Install lateral bracing with pipe hangers and supports to prevent swaying.
- J. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.
- K. Load Distribution: Install hangers and supports so piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- L. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and so maximum pipe deflections allowed by ASME B31.1 (for power piping) and ASME B31.9 (for building services piping) are not exceeded.

M. Insulated Piping: Comply with the following:

1. Attach clamps and spacers to piping.
 - a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
 - b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
 - c. Do not exceed pipe stress limits according to ASME B31.1 for power piping and ASME B31.9 for building services piping.
2. Install MSS SP-58, Type 39, protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
4. Shield Dimensions for Pipe: Not less than the following:
 - a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.
 - b. NPS 4: 12 inches long and 0.06 inch thick.
 - c. NPS 5 and NPS 6: 18 inches long and 0.06 inch thick.
 - d. NPS 8 to NPS 14: 24 inches long and 0.075 inch thick.
 - e. NPS 16 to NPS 24: 24 inches long and 0.105 inch thick.
5. Pipes NPS 8 and Larger: Include wood inserts.
6. Insert Material: Length at least as long as protective shield.
7. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.3 EQUIPMENT SUPPORTS

- A. Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above floor.
- B. Grouting: Place grout under supports for equipment and make smooth bearing surface.
- C. Provide lateral bracing, to prevent swaying, for equipment supports.

3.4 METAL FABRICATIONS

- A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers and equipment supports.
- B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.

- C. Field Welding: Comply with AWS D1.1 procedures for shielded metal arc welding, appearance and quality of welds, and methods used in correcting welding work, and with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. Finish welds at exposed connections so no roughness shows after finishing and contours of welded surfaces match adjacent contours

3.5 VIBRATION ISOLATION

- A. Install all fan units or other rotating or reciprocating mechanical equipment on isolation mounts or hangers with both spring and rubber elements. For rotating equipment, provide isolators with a minimum static deflection of 1.5" or as recommended by ASHREAE guidelines (most recent HVAC Applications Handbook), whichever is higher, along with neoprene pads at the load points.

3.6 ADJUSTING

- A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

3.7 PAINTING

- A. Touch Up: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 23 05 29

**SECTION 23 05 53
IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section. Specifically, LEED Requirements in 01352, 01505, and 01510.

1.2 SUMMARY

- A. Section Includes:
 - 1. Equipment labels.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For color, letter style, and graphic representation required for each identification material and device.
- C. Equipment Label Schedule: Include a listing of all equipment to be labeled with the proposed content for each label.
- D. LEED Submittals:
 - 1. A separate LEED Construction Submittal Form shall be submitted for each product, with all relevant information filled out, and backup documentation provided where relevant. The Form, due with the product submittal, may be found under Division 1, Section 01352 "Sustainable Construction Requirements".
 - 2. Contractor shall comply with waste management goals in Division 01, Section 01505 "Construction and Demolition Waste Management".
 - 3. All interior applied products (sealants/adhesives/paints/coatings/primers) shall comply with LEED VOC limits listed in Division 1, Section 01352.
 - 4. Contractor shall comply with dust and pollutant control requirements in Section 01510 "Construction Indoor Air Quality Management".

PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

- A. Plastic Labels for Equipment:
 - 1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, at least 1/16" thick, and having predrilled holes for attachment hardware.
 - 2. Letter Color: White.
 - 3. Background Color: Black.
 - 4. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
 - 5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
 - 6. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-quarters the size of principal lettering.
 - 7. Fasteners: Stainless-steel rivets or self-tapping screws.
 - 8. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate. Ensure adhesive complies with LEED requirements.
- B. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), and the Specification Section number and title where equipment is specified.
- C. Equipment Label Schedule: For each item of equipment to be labeled, on 8-1/2-by-11- inch bond paper. Tabulate equipment identification number, and identify Drawing numbers where equipment is indicated (plans, details, and schedules) and the Specification Section number and title where equipment is specified. Equipment schedule shall be included in operation and maintenance data.

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 GENERAL INSTALLATION REQUIREMENTS

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

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3.3 EQUIPMENT LABEL INSTALLATION

- A. Install or permanently fasten labels on each major item of mechanical equipment.
- B. Locate equipment labels where accessible and visible.

END OF SECTION 23 05 53

**SECTION 23 05 93
TESTING, ADJUSTING, AND BALANCING FOR HVAC**

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes TAB to produce design objectives for the following:
 - 1. Air Systems:
 - a. Constant-volume air systems.
 - b. Variable air volume systems.
 - 2. HVAC equipment quantitative-performance settings.
 - 3. Verifying that automatic control devices are functioning properly.
 - 4. Reporting results of activities and procedures specified in this Section.

1.2 SUBMITTALS

- A. Strategies and Procedures Plan: Within 60 days from Contractor's Notice to Proceed, submit 6 copies of TAB strategies and step-by-step procedures as specified in Part 3 "Preparation" Article. Include a complete set of report forms intended for use on this Project.
- B. Certified TAB Reports: Submit two copies of reports prepared, as specified in this Section, on approved forms certified by TAB firm.
- C. Warranties specified in this Section.

1.3 QUALITY ASSURANCE

- A. TAB contractor to be independent of the mechanical contractor.
- B. TAB Firm Qualifications: Engage a TAB firm certified by, NEBB, AABC, or TABB.
- C. Certification of TAB Reports: Certify TAB field data reports. This certification includes the following:
 - 1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
 - 2. Certify that TAB team complied with approved TAB plan and the procedures specified and referenced in this Specification.
- D. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1 Section 7.2.2 - "Air Balancing."

- E. ASHRAE/IESNA 90.1-2004 Compliance: Applicable requirements in ASHRAE/IESNA 90.1 Section 6.7.2.3 - "System Balancing."

1.4 PROJECT CONDITIONS

- A. Partial Owner Occupancy: Owner may occupy completed areas of building before Substantial Completion. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

1.5 COORDINATION

- A. Coordinate the efforts of factory-authorized service representatives for systems and equipment, HVAC controls installers, and other mechanics to operate HVAC systems and equipment to support and assist TAB activities.
- B. Perform TAB after leakage and pressure tests on air distribution systems have been satisfactorily completed.

1.6 WARRANTY

- A. Special Guarantee: Provide a guarantee on TAB forms stating that TAB will assist in completing requirements of the Contract Documents if TAB firm fails to comply with the Contract Documents. Guarantee shall include the following provisions:
 - 1. The certified TAB firm has tested and balanced systems according to the Contract Documents.
 - 2. Systems are balanced to optimum performance capabilities within design and installation limits.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.
 - 1. Verify that balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are required by the Contract Documents. Verify that quantities and locations of these balancing devices are accessible and appropriate for effective balancing and for efficient system and equipment operation.

- B. Examine approved submittal data of HVAC systems and equipment.
- C. Examine Project Record Documents described in Division 01 Section "Project Record Documents."
- D. Examine design data, including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.
- E. Examine equipment performance data including fan and pump curves. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system. Calculate system effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from those presented when the equipment was performance tested at the factory. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," Sections 7 through 10; or in SMACNA's "HVAC Systems--Duct Design," Sections 5 and 6. Compare this data with the design data and installed conditions.
- F. Examine system and equipment installations to verify that they are complete and that testing, cleaning, adjusting, and commissioning specified in individual Sections have been performed.
- G. Examine system and equipment test reports.
- H. Examine HVAC system and equipment installations to verify that indicated balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are properly installed, and that their locations are accessible and appropriate for effective balancing and for efficient system and equipment operation.
- I. Examine systems for functional deficiencies that cannot be corrected by adjusting and balancing.
- J. Examine HVAC equipment to ensure that clean filters have been installed, bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.
- K. Examine plenum ceilings used for supply air to verify that they are airtight. Verify that pipe penetrations and other holes are sealed.
- L. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- M. Examine equipment for installation and for properly operating safety interlocks and controls.
- N. Examine automatic temperature system components to verify the following:

1. Dampers, valves, and other controlled devices are operated by the intended controller.
 2. Dampers and valves are in the position indicated by the controller.
 3. Integrity of valves and dampers for free and full operation and for tightness of fully closed and fully open positions.
 4. Thermostats are located to avoid adverse effects of sunlight, drafts, and cold walls.
 5. Sensors are located to sense only the intended conditions.
 6. Sequence of operation for control modes is according to the Contract Documents.
 7. Controller set points are set according to the design documents.
 8. Interlocked systems are operating.
 9. Changeover from heating to cooling mode occurs according to indicated values.
- O. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.2 PREPARATION

- A. Prepare a TAB plan that includes strategies and step-by-step procedures.
- B. Complete system readiness checks and prepare system readiness reports. Verify the following:
1. Permanent electrical power wiring is complete.
 2. Automatic temperature-control systems are operational.
 3. Equipment and duct access doors are securely closed.
 4. Balance, smoke, and fire dampers are open.
 5. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
 6. Windows and doors can be closed so indicated conditions for system operations can be met.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Total System Balance" ASHRAE 111, NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" and this Section.
1. Comply with requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."
- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary to allow adequate performance of procedures. After testing and balancing, close probe holes and patch insulation with new materials identical to those removed. Restore vapor barrier and finish according to insulation Specifications for this Project.

- C. Mark equipment and balancing device settings with paint or other suitable, permanent identification material, including damper-control positions, valve position indicators, fan- speed-control levers, and similar controls and devices, to show final settings.

3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

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

3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

- A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.
 - 1. Measure fan static pressures to determine actual static pressure as follows:
 - a. Measure outlet static pressure as far downstream from the fan as practicable and upstream from restrictions in ducts such as elbows and transitions.
 - b. Measure static pressure directly at the fan outlet or through the flexible connection.
 - c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from flexible connection and downstream from duct restrictions.
 - d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.

2. Measure static pressure across each component that makes up an air-handling unit and other air-handling and -treating equipment.
 - a. Simulate dirty filter operation and record the point at which maintenance personnel must change filters.
 3. Compare design data with installed conditions to determine variations in design static pressures versus actual static pressures. Compare actual system effect factors with calculated system effect factors to identify where variations occur. Recommend corrective action to align design and actual conditions.
 4. Obtain approval from owner / Engineer for adjustment of fan speed higher or lower than indicated speed. Make required adjustments to pulley sizes, motor sizes, and electrical connections to accommodate fan-speed changes.
 5. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload will occur. Measure amperage in full cooling, full heating, economizer, and any other operating modes to determine the maximum required brake horsepower.
- B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows within specified tolerances.
1. Measure static pressure at a point downstream from the balancing damper and adjust volume dampers until the proper static pressure is achieved.
 - a. Where sufficient space in submain and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at air outlets and inlets and calculate the total airflow for that zone.
 2. Remeasure each submain and branch duct after all have been adjusted. Continue to adjust submain and branch ducts to indicated airflows within specified tolerances.
 3. Adjust each outlet in same room or space to within specified tolerances of indicated quantities without generating noise levels above the limitations prescribed by the Contract Documents.
 4. Adjust patterns of adjustable outlets for proper distribution without drafts.

3.6 VARIABLE-AIR-VOLUME SYSTEMS

- A. Compensating for Diversity: When the total airflow of all terminal units is more than the fan design airflow volume, place a selected number of terminal units at a maximum set- point airflow condition until the total airflow of the terminal units equals the design airflow of the fan. Select the reduced airflow terminal units so they are distributed evenly among the branch ducts.
- B. Pressure-Independent, Variable-Air-Volume Systems: After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:

1. Set outside-air dampers at minimum, and return- and exhaust-air dampers at a position that simulates full-cooling load.
2. Select the terminal unit that is most critical to the supply-fan airflow and static pressure. Measure static pressure. Adjust system static pressure so the entering static pressure for the critical terminal unit is not less than the sum of the terminal unit manufacturer's recommended minimum inlet static pressure plus the static pressure needed to overcome terminal-unit discharge duct losses.
3. Measure total system airflow. Adjust to within 10 percent of design airflow.
4. Set terminal units at maximum airflow and adjust controller or regulator to deliver the designed maximum airflow. Use the terminal unit manufacturer's written instructions to make this adjustment. When total airflow is correct, balance the air outlets downstream from terminal units as described for constant-volume air systems.
5. Set terminal units at minimum airflow and adjust controller or regulator to deliver the designed minimum airflow. Check air outlets for a proportional reduction in airflow as described for constant-volume air systems.
 - a. If air outlets are out of balance at minimum airflow, report the condition but leave the outlets balanced for maximum airflow.
6. Remeasure the return airflow to the fan while operating at maximum return airflow and minimum outside airflow. Adjust the fan and balance the return-air ducts and inlets as described for constant-volume air systems.
7. Measure static pressure at the most critical terminal unit and adjust the static-pressure controller at the main supply-air sensing station to ensure adequate static pressure is maintained at the most critical unit.
8. Record the final fan performance data.

3.7 PROCEDURES FOR CONDENSING UNITS

- A. Verify proper rotation of fans.
- B. Measure entering- and leaving-air temperatures.
- C. Record compressor data.

3.8 PROCEDURES FOR HEAT-TRANSFER COILS

- A. Electric-Heating Coils: Measure the following data for each coil:
 1. Nameplate data.
 2. Airflow.
 3. Entering- and leaving-air temperature at full load.
 4. Voltage and amperage input of each phase at full load and at each incremental stage.
 5. Calculated kilowatt at full load.
 6. Fuse or circuit-breaker rating for overload protection.

- B. Refrigerant Coils: Measure the following data for each coil:
 - 1. Dry-bulb temperature of entering and leaving air.
 - 2. Wet-bulb temperature of entering and leaving air.
 - 3. Airflow.
 - 4. Air pressure drop.
 - 5. Refrigerant suction pressure and temperature.

3.9 PROCEDURES FOR TEMPERATURE MEASUREMENTS

- A. During TAB, report the need for adjustment in temperature regulation within the automatic temperature-control system.
- B. Measure indoor wet- and dry-bulb temperatures every other hour for a period of two successive eight-hour days, in each separately controlled zone, to prove correctness of final temperature settings. Measure when the building or zone is occupied.
- C. Measure outside-air, wet- and dry-bulb temperatures.

3.10 TEMPERATURE-CONTROL VERIFICATION

- A. Verify that controllers are calibrated and commissioned.
- B. Check transmitter and controller locations and note conditions that would adversely affect control functions.
- C. Record controller settings and note variances between set points and actual measurements.
- D. Check the operation of limiting controllers (i.e., high- and low-temperature controllers).
- E. Check free travel and proper operation of control devices such as damper and valve operators.
- F. Check the sequence of operation of control devices.
- G. Check the interaction of electrically operated switch transducers.
- H. Check the interaction of interlock and lockout systems.
- I. Check main control supply-air pressure and observe compressor and dryer operations.
- J. Record voltages of power supply and controller output. Determine whether the system operates on a grounded or nongrounded power supply.
- K. Note operation of electric actuators using spring return for proper fail-safe operations.

3.11 TOLERANCES

- A. Set HVAC system airflow flow rates within the following tolerances:
 - 1. Supply and Exhaust Fans and Equipment with Fans: Plus 5 to plus 10 percent.
 - 2. Air Outlets and Inlets: 0 to minus 10 percent.

3.12 FINAL REPORT

- A. General: Typewritten in letter-quality font, on standard bond paper, in three-ring binder, tabulated and divided into sections by tested and balanced systems.
- B. Include a certification sheet in front of binder signed and sealed by the certified testing and balancing engineer.
 - 1. Include a list of instruments used for procedures, along with proof of calibration.
- C. Final Report Contents: In addition to certified field report data, include the following:
 - 1. Fan curves.
 - 2. Manufacturers' test data.
 - 3. Field test reports prepared by system and equipment installers.
 - 4. Other information relative to equipment performance, but do not include Shop Drawings and Product Data.
- D. General Report Data: In addition to form titles and entries, include the following data in the final report, as applicable:
 - 1. Title page.
 - 2. Name and address of TAB firm.
 - 3. Project name.
 - 4. Project location.
 - 5. Architect's name and address.
 - 6. Engineer's name and address.
 - 7. Contractor's name and address.
 - 8. Report date.
 - 9. Signature of TAB firm who certifies the report.
 - 10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
 - 11. Summary of contents including the following:
 - a. Indicated versus final performance.
 - b. Notable characteristics of systems.
 - c. Description of system operation sequence if it varies from the Contract Documents.
 - 12. Nomenclature sheets for each item of equipment.
 - 13. Data for air handling units, including manufacturer, type size, and fittings.
 - 14. Notes to explain why any final data in the body of reports varies from indicated

- values.
15. Test conditions for fan performance forms including the following:
 - a. Settings for outside-, return-, and exhaust-air dampers.
 - b. Conditions of filters.
 - c. Cooling coil, wet- and dry-bulb conditions.
 - d. Fan drive settings.
 - e. Other system operating conditions that affect performance.
- E. System Diagrams: Include schematic layouts of air distribution systems. Present each system with single-line diagram and include the following:
1. Quantities of outside, supply, return, and exhaust airflows.
 2. Duct, outlet, and inlet sizes.
 3. Pipe and valve sizes and locations.
 4. Balancing stations.
 5. Position of balancing devices.

3.13 ADDITIONAL TESTS

- A. Within 90 days of completing TAB, perform additional testing and balancing to verify that balanced conditions are being maintained throughout and to correct unusual conditions.
- B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional testing, inspecting, and adjusting during near-peak summer and winter conditions.

END OF SECTION 23 05 93

**SECTION 23 07 00
HVAC INSULATION**

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Insulation Materials:
 - a. Flexible elastomeric.
 - b. Mineral fiber.
2. Insulating cements.
3. Adhesives.
4. Mastics.
5. Sealants.
6. Factory-applied jackets.
7. Field-applied fabric-reinforcing mesh.
8. Field-applied jackets.
9. Tapes.
10. Securements.
11. Corner angles.

B. Related Sections:

1. Division 23 Section "Refrigerant Piping."
2. Division 23 Section "Metal Ducts"
3. LEED Requirements in 01352, 01505, and 01510.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings:

1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
2. Detail insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
3. Detail removable insulation at piping specialties, equipment connections, and access panels.
4. Detail application of field-applied jackets.
5. Detail application at linkages of control devices.
6. Detail field application for each equipment type.

1.3 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Insulation and related materials shall have fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing and inspecting agency.
 - 1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
 - 2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in Part 3 schedule articles where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. Flexible Elastomeric: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials and Type II for sheet materials.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Aeroflex USA Inc.; Aerocel.
 - b. Armacell LLC; AP Armaflex.
 - c. RBX Corporation; Insul-Sheet 1800 and Insul-Tube 180.
- G. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type I III with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
 - 1. Products: Subject to compliance with requirements, provide one of the following:

- a. CertainTeed Corp.; Duct Wrap.
 - b. Johns Manville; Microlite.
 - c. Knauf Insulation; Duct Wrap.
 - d. Manson Insulation Inc.; Alley Wrap.
 - e. Owens Corning; All-Service Duct Wrap.
- H. Mineral-Fiber Board Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 612, Type IA or Type IB. For duct and plenum applications, provide insulation with factory-applied FSK jacket. For equipment applications, provide insulation with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. CertainTeed Corp.; Commercial Board.
 - b. Fibrex Insulations Inc.; FBX.
 - c. Johns Manville; 800 Series Spin-Glas.
 - d. Knauf Insulation; Insulation Board.
 - e. Manson Insulation Inc.; AK Board.
 - f. Owens Corning; Fiberglas 700 Series.

2.2 INSULATING CEMENTS

- A. Mineral-Fiber, Hydraulic-Setting Insulating and Finishing Cement: Comply with ASTM C 449/C 449M.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Insulco, Division of MFS, Inc.; SmoothKote.
 - b. P. K. Insulation Mfg. Co., Inc.; PK No. 127, and Quik-Cote.
 - c. Rock Wool Manufacturing Company; Delta One Shot.

2.3 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.
- B. Flexible Elastomeric and Polyolefin Adhesive: Comply with MIL-A-24179A, Type II, Class I.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Aeroflex USA Inc.; AeroSeal.
 - b. Armacell LCC; 520 Adhesive.
 - c. Foster Products Corporation, H. B. Fuller Company; 85-75.
 - d. RBX Corporation; Rubatex Contact Adhesive.
 2. For indoor applications, use adhesive that has a VOC content of 50 g/L or less

when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

- C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Products, Division of ITW; CP-82.
 - b. Foster Products Corporation, H. B. Fuller Company; 85-20.
 - c. ITW TACC, Division of Illinois Tool Works; S-90/80.
 - d. Marathon Industries, Inc.; 225.
 - e. Mon-Eco Industries, Inc.; 22-25.
 - 2. For indoor applications, use adhesive that has a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.4 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-C-19565C, Type II.
- B. Vapor-Barrier Mastic: Water based; suitable for indoor and outdoor use on below ambient services.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Products, Division of ITW; CP-35.
 - b. Foster Products Corporation, H. B. Fuller Company; 30-90.
 - c. ITW TACC, Division of Illinois Tool Works; CB-50.
 - d. Marathon Industries, Inc.; 590.
 - e. Mon-Eco Industries, Inc.; 55-40.
 - f. Vimasco Corporation; 749.
 - 2. Water-Vapor Permeance: ASTM E 96, Procedure B, 0.013 perm at 43-mil dry film thickness.
 - 3. Service Temperature Range: Minus 20 to plus 180 deg F.
 - 4. Solids Content: ASTM D 1644, 59 percent by volume and 71 percent by weight.
 - 5. Color: White.
- C. Breather Mastic: Water based; suitable for indoor and outdoor use on above ambient services.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Products, Division of ITW; CP-10.
 - b. Foster Products Corporation, H. B. Fuller Company; 35-00.
 - c. ITW TACC, Division of Illinois Tool Works; CB-05/15.
 - d. Marathon Industries, Inc.; 550.
 - e. Mon-Eco Industries, Inc.; 55-50.

- f. Vimasco Corporation; WC-1/WC-5.
2. Water-Vapor Permeance: ASTM F 1249, 3 perms at 0.0625-inch dry film thickness.
3. Service Temperature Range: Minus 20 to plus 200 deg F.
4. Solids Content: 63 percent by volume and 73 percent by weight.
5. Color: White.

2.5 SEALANTS

A. Joint Sealants:

1. Joint Sealants for Cellular-Glass Products: Subject to compliance with requirements, provide the following available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Childers Products, Division of ITW; CP-76.
 - b. Foster Products Corporation, H. B. Fuller Company; 30-45.
 - c. Marathon Industries, Inc.; 405.
 - d. Mon-Eco Industries, Inc.; 44-05.
 - e. Pittsburgh Corning Corporation; Pittseal 444.
 - f. Vimasco Corporation; 750.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Permanently flexible, elastomeric sealant.
4. Service Temperature Range: Minus 100 to plus 300 deg F.
5. Color: White or gray.

B. FSK and Metal Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, provide one of the following
 - a. Childers Products, Division of ITW; CP-76-8.
 - b. Foster Products Corporation, H. B. Fuller Company; 95-44.
 - c. Marathon Industries, Inc.; 405.

 - d. Mon-Eco Industries, Inc.; 44-05.
 - e. Vimasco Corporation; 750.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: Aluminum.

2.6 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following or comparable

products:

1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.

2.7 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.
- B. FSK Jacket: Aluminum-foil-face, fiberglass-reinforced scrim with kraft-paper backing.
- C. Aluminum Jacket: Factory cut and rolled to indicated sizes. Comply with ASTM B 209, 3003 alloy, H-14 temper.
 1. Finish and Thickness: Stucco-embossed finish, 0.016 inch thick.
 2. Moisture Barrier: 1-mil- thick, heat-bonded polyethylene and kraft paper.
 3. Elbows: Preformed, 45- and 90-degree, short- and long-radius elbows; same material, finish, and thickness as jacket.

2.8 TAPES

- A. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0827.
 - b. Compac Corp.; 110 and 111.
 - c. Ideal Tape Co., Inc., an American Biltrite Company; 491 AWF FSK.
 - d. Venture Tape; 1525 CW, 1528 CW, and 1528 CW/SQ.
 2. Width: 3 inches.
 3. Thickness: 6.5 mils.
 4. Adhesion: 90 ounces force/inch in width.
 5. Elongation: 2 percent.
 6. Tensile Strength: 40 lbf/inch in width.
 7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.
- B. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.
 1. Products: Subject to compliance with requirements, provide the following provide one of the following:
 - a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0800.
 - b. Compac Corp.; 120.
 - c. Ideal Tape Co., Inc., an American Biltrite Company; 488 AWF.

- d. Venture Tape; 3520 CW.
- 2. Width: 2 inches.
- 3. Thickness: 3.7 mils.
- 4. Adhesion: 100 ounces force/inch in width.
- 5. Elongation: 5 percent.
- 6. Tensile Strength: 34 lbf/inch in width.

2.9 SECUREMENTS

- A. Aluminum Bands: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 1/2 inch wide with wing or closed seal.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Childers Products; Bands.
 - b. PABCO Metals Corporation; Bands.
 - c. RPR Products, Inc.; Bands.
- B. Staples: Outward-clinching insulation staples, nominal 3/4-inch- wide, stainless steel or Monel.
- C. Wire: 0.062-inch soft-annealed, stainless steel.
 - 1. Manufacturers: Subject to compliance with requirements,:
 - a. C & F Wire.
 - b. Childers Products.
 - c. PABCO Metals Corporation.
 - d. RPR Products, Inc.

2.10 CORNER ANGLES

- A. Aluminum Corner Angles: 0.040 inch thick, minimum 1 by 1 inch, aluminum according to ASTM B 209, Alloy 3003, 3005, 3105 or 5005; Temper H-14.

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of equipment, ducts and fittings, and piping including fittings, valves, and specialties.
- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of equipment, duct system, and pipe system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during application and finishing.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.
 - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
 - 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
 - 1. Draw jacket tight and smooth.

2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
 - a. For below ambient services, apply vapor-barrier mastic over staples.
 4. Cover joints and seams with tape as recommended by insulation material manufacturer to maintain vapor seal.
 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct and pipe flanges and fittings.
- M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.
- P. For above ambient services, do not install insulation to the following:
1. Vibration-control devices.
 2. Testing agency labels and stamps.
 3. Nameplates and data plates.
 4. Manholes.
 5. Handholes.
 6. Cleanouts.

3.3 PENETRATIONS

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

- C. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.
 - 1. Seal penetrations with flashing sealant.
 - 2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 - 3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
 - 4. Seal jacket to wall flashing with flashing sealant.
- D. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.
- E. Insulation Installation at Floor Penetrations:
 - 1. Duct: Install insulation continuously through floor penetrations that are not fire rated. For penetrations through fire-rated assemblies, terminate insulation at fire damper sleeves and externally insulate damper sleeve beyond floor to match adjacent duct insulation. Overlap damper sleeve and duct insulation at least 2 inches.
 - 2. Pipe: Install insulation continuously through floor penetrations.
 - 3. Seal penetrations through fire-rated assemblies.

3.4 GENERAL PIPE INSULATION INSTALLATION

- A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.
- B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:
 - 1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity, unless otherwise indicated.
 - 2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
 - 3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
 - 4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to

- and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below ambient services, provide a design that maintains vapor barrier.
 6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
 7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below ambient services and a breather mastic for above ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
 8. For services not specified to receive a field-applied jacket except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.
 9. Stencil or label the outside insulation jacket of each union with the word "UNION." Match size and color of pipe labels.
- C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes, vessels, and equipment. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.
- D. Install removable insulation covers at locations indicated. Installation shall conform to the following:
1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
 2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
 3. Construct removable valve insulation covers in same manner as for flanges except divide the two-part section on the vertical center line of valve body.
 4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and

- trowel second coat to a smooth finish.
5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.

3.5 FLEXIBLE ELASTOMERIC INSULATION INSTALLATION

- A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- B. Insulation Installation on Pipe Flanges:
 1. Install pipe insulation to outer diameter of pipe flange.
 2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
 3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of same thickness as pipe insulation.
 4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- C. Insulation Installation on Pipe Fittings and Elbows:
 1. Install mitered sections of pipe insulation.
 2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- D. Insulation Installation on Valves and Pipe Specialties:
 1. Install preformed valve covers manufactured of same material as pipe insulation when available.
 2. When preformed valve covers are not available, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
 3. Install insulation to flanges as specified for flange insulation application.
 4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.6 MINERAL-FIBER INSULATION INSTALLATION

- A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.
 1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
 2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings

- and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
 - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
 - b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Inst
all additional pins to hold insulation tightly against surface at cross
bracing.
 - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
 - d. Do not overcompress insulation during installation.
 - e. Impale insulation over pins and attach speed washers.
 - f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
 4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from 1 edge and 1 end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
 - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
 - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to 2 times the insulation thickness but not less than 3 inches.
 5. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.
 6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
 7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.
- B. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and

insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
 - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
 - b. On duct sides with dimensions larger than 18 inches, space pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Inst
all additional pins to hold insulation tightly against surface at cross
bracing.
 - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
 - d. Do not overcompress insulation during installation.
 - e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from 1 edge and 1 end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
 - a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
 - b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to 2 times the insulation thickness but not less than 3 inches.
5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches

o.c.

3.7 FIELD-APPLIED JACKET INSTALLATION

- A. Where FSK jackets are indicated, install as follows:
 - 1. Draw jacket material smooth and tight. Install lap or joint strips with same material as jacket.
 - 2. Secure jacket to insulation with manufacturer's recommended adhesive.
 - 3. Install jacket with 1-1/2-inch laps at longitudinal seams and 3-inch- wide joint strips at end joints.
 - 4. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.
- B. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches o.c. and at end joints.

3.8 FINISHES

- A. Duct, Equipment, and Pipe Insulation with ASJ or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Division 09 painting Sections.
 - 1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.
 - a. Finish Coat Material: Interior, flat, latex-emulsion size.
- B. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.
- C. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.
- D. Do not field paint aluminum or stainless-steel jackets.

3.9 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 - 1. Inspect ductwork, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one location(s) for each duct system defined in the

"Duct Insulation Schedule, General" Article.

2. Inspect field-insulated equipment, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one location(s) for each type of equipment defined in the "Equipment Insulation Schedule" Article. For large equipment, remove only a portion adequate to determine compliance.
- C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.10 DUCT INSULATION SCHEDULE, GENERAL

A. Plenums and Ducts Requiring Insulation:

1. Indoor, concealed supply, return and outdoor air.
2. Indoor, exposed supply and outdoor air.
3. Indoor, concealed return located in nonconditioned space.
4. Indoor, concealed return air plenums.
5. Indoor, concealed oven and range exhaust.
6. Outdoor, concealed or exposed supply and return.

B. Items Not Insulated:

1. Factory-insulated flexible ducts.
2. Factory-insulated plenums and casings.
3. Flexible connectors.
4. Vibration-control devices.
5. Factory-insulated access panels and doors.

3.11 INDOOR DUCT AND PLENUM APPLICATION SCHEDULE

A. Service: Indoor, concealed rectangular and round, supply, return, and outside-air ducts.

1. Material: Mineral-fiber blanket.
2. Thickness: 2 inches.
3. Density: 1 lb/cu. ft.
4. k value: 0.27 at 75 Degrees F
5. Number of Layers: One.
6. Vapor Retarder Required: Yes.
7. Jacket: factory-applied FSK jacket

B. Service: Exposed double wall round supply-air ducts.

1. Factory-insulated double-wall ducts
2. Material: Mineral-fiber insulation installed integral to double wall duct
3. Thickness: 2"
4. Minimum rated thermal conductance: 0.135 BTU/hr/Ft.²/°F

- C. Service: Indoor, return air plenums.
 - 1. Material: Mineral-Fiber Board Insulation
 - 2. Thickness: 1-1/2 inches.
 - 3. Density: 1 lb/cu. ft.
 - 4. k value: 0.27 at 75 Degrees F
 - 5. Number of Layers: One.
 - 6. Vapor Retarder Required: no.
 - 7. Jacket: factory-applied FSK jacket

3.12 PIPING INSULATION SCHEDULE, GENERAL

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

3.13 INDOOR PIPING INSULATION SCHEDULE

- A. Refrigerant Suction and Hot-Gas Piping and tubing:
 - 1. Insulation Material: Flexible elastomeric.
 - 2. Insulation Thickness: 1 inch.
 - 3. Vapor Retarder Required: Yes.
 - 4. Finish: Unfinished

3.14 OUTDOOR PIPING INSULATION SCHEDULE

- A. Refrigerant Suction and Hot-Gas Piping: Insulation shall be the following:
 - 1. Insulation Material: Flexible elastomeric.
 - 2. Insulation Thickness: 1-1/2 inch.
 - 3. Field-Applied Jacket: Aluminum Jacket
 - 4. Vapor Retarder Required: Yes.

END OF SECTION 23 07 00

**SECTION 230800
COMMISSIONING OF HVAC**

PART 1 - GENERAL

1.1 SUMMARY

- A. Related Documents:
 - 1. Drawings and general provisions of the Subcontract apply to this Section.
 - 2. Review these documents for coordination with additional requirements and information that apply to work under this Section.
- B. Section Includes:
 - 1. General requirements that apply to implementation of commissioning of HVAC systems, assemblies and components.
- C. Related Sections:
 - 1. Division 23 HVAC Sections.

1.2 REFERENCES

- A. General:
 - 1. The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
 - 2. Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.
 - 3. Refer to Division 01 Section "General Requirements" for the list of applicable regulatory requirements.
 - 4. Refer to Division 23 Section "Common Work Results for HVAC" for codes and standards, and other general requirements.

1.3 DESCRIPTION

- A. The purpose of commissioning is to ensure the Owner's that work has been completed as specified and that systems are functioning in the manner as described in Division 23 Section "Common Work Results for HVAC" and specified system operating criteria. It will assist operating staff training and familiarization with new systems. It will serve as a tool to reduce post-occupancy critical systems operational difficulty or failure. It will, also, be used to develop test protocol and record the associated test data in an effort to advance the building systems from a state of substantial completion to a full dynamic operation.
- B. Commissioning will commence after preliminary punch list items are completed by Subcontractors.

- C. The steps associated with commissioning are outlined below:
 - 1. Step One - Installation Verification
 - 2. Step Two - System Start-Up
 - 3. Step Three – Functional Performance Testing
- D. Operational staff training is essential to the commission process and will run concurrently with steps one through three.
- E. The Commissioning Team will include representatives of the Owner, Construction and Installing Subcontractors, Test and Balance Subcontractor, FMCS Subcontractor and Construction Subcontractor's Commissioning Agent. Equipment manufacturer's representatives will be present for start-up as specified in the equipment specification sections and for equipment training.

1.4 SYSTEMS TO BE COMMISSIONED

- A. Commissioning will be performed on the following systems:
 - 1. HVAC Equipment
 - a. RTU's
 - b. Air Terminal Units
 - c. Split Systems
 - d. Exhaust Fans
 - 2. Building Automation Systems
 - a. Network Configuration and Communication Protocol
 - b. Equipment & systems sequence of operations
 - c. End user graphic workstation
 - d. Remote monitoring

1.5 SUBMITTALS

- A. Submit under provisions Division 01 Section "Submittals".
- B. Commissioning Plan as prepared by the Commissioning Agent.
- C. Commissioning Agent shall provide Functional Performance Tests (FPT) procedures for the above listed systems.

PART 2 - PRODUCTS

2.1 COMMISSIONING PLAN

- A. The commissioning plan shall outline the organization, scheduling, team members, and documentation pertaining to the overall commissioning process.

2.2 NARRATIVE DESCRIPTIONS

- A. A narrative description of the design intents of the systems and their intended modes of sequences of operation.

2.3 FUNCTIONAL PERFORMANCE TESTS (FPT) PROCEDURES

- A. The FPT procedures at the minimum shall consist of the following sections:
 - 1. Narrative Description:
 - a. This section provides a narrative description of the design intents of the systems and their intended modes of sequences of operation.
 - 2. Testing Prerequisites:
 - a. This section contains verification that primary mechanical, electrical, and controls systems that support or interact with the system that the FPT is prepared against are completed, tested and operational.
 - 3. Installation Verification:
 - a. This section contains verification that the system installation is completed and is ready for commissioning.
 - 4. Commencement of Functional Performance Testing:
 - a. This section records the date and time of the start of system commissioning.
 - 5. System Condition Prior to Starting Performance Testing:
 - a. This section records the current set points and parameters of the system at the start of commissioning.
 - 6. Functional Performance Test:
 - a. This section shall provide the following:
 - 1) Sequential steps required to set parameters and conditions required to test component and functions throughout intended ranges of operation.
 - 2) Full range of checks and tests carried out to determine if electric and pneumatic connections, components, subsystems, systems and interfaces between systems function in accordance with the contract documents and design intents.
 - 3) All modes and sequences of control operations, interlocks and conditional control responses and specified responses to abnormal emergency conditions.
 - 7. End of Functional Performance Test:
 - a. This section records the date and time of the end of system commissioning.
 - 8. Field Notes:
 - a. This section records notes or remarks during system commissioning.
 - 9. List systems modifications, not required by the Contract Documents, but provided by the Subcontractor. List other questions regarding such system modifications.
 - 10. List problems discovered during commissioning that were corrected.
 - 11. List problems discovered during commissioning that were not corrected.
 - 12. List recommended party that should take action on these problems.

PART 3 - EXECUTION

3.1 GENERAL

- A. The Subcontractors shall be responsible for performing procedures presented in specification and contract drawings as detailed in the Functional Performance Tests (FPT). Members of the designated Commissioning Team shall witness various portions of the commissioning process. Responsibilities for these activities are listed in the following paragraphs. Commissioning Team members shall sign-off on appropriate sections after verifying installation, operation, or documentation. Final sign-off shall be by the Commissioning Agent.
- B. Any test ports, gauges, test equipment, etc., needed to accomplish the functional performance tests shall be provided by Subcontractors.
- C. Subcontractors shall provide to the Commissioning Team documentation of calibration of controls. Documentation shall include dates, setpoints, calibration coefficients, control loop verification, and other data required to verify system check-out. Documentation shall be dated and initialed by field engineer or technician performing the work.

3.2 OPERATIONAL STAFF TRAINING

- A. The Subcontractor and associated manufacturer's representatives shall provide required training to operational staff after the system description meetings have occurred. The Subcontractor training sessions shall provide a more detailed analogy of systems operation and maintenance.

3.3 INSTRUMENTATION

- A. Instrumentation will be provided by the Subcontractor. Instruments used for measurements shall be accurate. Calibration histories for each instrument shall be available for examination. Calibration and maintenance of instruments shall be in accordance with the requirements of NEBB or AABC Standards.
- B. Application of instruments and accuracy of measurements shall be in accordance with NEBB or AABC Standards.

3.4 DOCUMENTATION

- A. The installing Subcontractor shall be responsible for collection of pertinent data during system start-up and functional performance testing. The Subcontractor shall submit to the Commissioning Agent documentation of tests performed prior to and after system start-up. Documentation shall also include start-up procedures as approved by Commissioning Team.

3.5 STEP ONE - INSTALLATION VERIFICATION

A. General Commissioning responsibilities:

1. Before system start-up begins, the Commission Team shall conduct a final installation verification audit. The Subcontractor shall be responsible for completion of work including change orders and punch list items to the Owner's satisfaction. The audit shall include, but not be limited to, checking of:
 - a. Piping specialties including balance, control, and isolation valves.
 - b. Ductwork specialty items including turning devices, balance, fire, smoke, control dampers, and access doors.
 - c. Control sensor types and location.
 - d. Identification of piping, valves, equipment, controls, etc.
 - e. Major equipment, pumps, valves, starters, gauges, thermometers, etc.
 - f. Documentation of prestart-up tests performed, including manufacturer's factory tests.
2. If work is found to be incomplete, incorrect, or non-functional, the Subcontractor shall correct the deficiency before system start-up work proceeds.

3.6 STEP TWO - SYSTEM START-UP

A. General Commissioning Responsibilities:

1. A start-up plan shall be developed and submitted by the installing Subcontractor. Start-up plan to include the following:
 - a. Flushing and cleaning of pipe.
 - b. Filters, strainers, and screens.
 - c. Valve/damper positions.
 - d. Electrical tests.
 - e. Pressure tests.
 - f. Safeties.
 - g. Chemical treatment.
 - h. Manufacturer's tests.
2. The start-up plan will be reviewed and a prestart-up inspection performed by designated members of the Commissioning Team. The installing Subcontractor shall commence with system start-up after approval has been given to start-up plan and the prestart-up inspection is completed. Designated members of the Commissioning Team shall witness system start-up and list system and equipment deficiencies noted during start-up. The Subcontractor shall take corrective action on system deficiencies noted and demonstrate to the Commissioning Team member's suitable system operation.
3. Designated systems requiring test and balance work shall have this activity commence after systems have successfully completed start-up. System and equipment deficiencies observed during this activity is to be noted and corrected.

3.7 STEP THREE - FUNCTIONAL PERFORMANCE TESTING

- A. General Commissioning Responsibilities:
1. Functional Performance Testing begins after operational testing, adjusting, and balancing of the systems have been completed by the Subcontractors; and the System Description and Hands-on Training sessions have been completed.
 2. The objective of the Functional Performance Testing is to advance the building systems from a state of substantial completion to full dynamic operation in accordance with the specified design requirements and design intent.
 3. Attaining this object will be accomplished by developing individual systems testing protocols which, when implemented by the Subcontractor, will allow the Commissioning Team to observe, evaluate, identify deficiencies, recommend modifications, tune, and document the systems and systems equipment performance over a range of load and functional levels.
 4. Functional Performance tests for the systems to be commissioned are defined in the Commissioning Plan. These tests are intended to be conclusive but may require minor modifications as system operation dictates.

END OF SECTION 230800

**SECTION 23 31 13
METAL DUCTS**

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Rectangular ducts and fittings.
2. Round ducts and fittings.
3. Double wall round ducts and fittings.
4. Field-fabricated metal grease duct
5. Listed grease ducts.
6. Sheet metal materials.
7. Sealants and gaskets.
8. Hangers and supports.

B. Related Sections:

1. Division 23 Section "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.
2. Division 23 Section "Air Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts.
3. LEED Requirements in 01352, 01505, and 01510.

1.2 PERFORMANCE REQUIREMENTS

- A. Delegated Duct Design: Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and performance requirements and design criteria indicated in "Duct Schedule" Article.
- B. Structural Performance: Duct hangers and supports shall withstand the effects of gravity loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"
- C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1-2004.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.

B. LEED Submittals:

1. A separate LEED Construction Submittal Form shall be submitted for each

product, with all relevant information filled out, and backup documentation provided where relevant. The Form, due with the product submittal, may be found under Division 1, Section 01352 "Sustainable Construction Requirements".

2. Contractor shall comply with waste management goals in Division 01, Section 01505 "Construction and Demolition Waste Management".
3. All interior applied products (sealants/adhesives/paints/coatings/primers) shall comply with LEED VOC limits listed in Division 1, Section 01352.
4. Contractor shall comply with dust and pollutant control requirements in Section 01510 "Construction Indoor Air Quality Management".

C. Shop Drawings:

1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work.
2. Factory- and shop-fabricated ducts and fittings.
3. Duct layout indicating sizes, configuration, and static-pressure classes.
4. Dimensions of main duct runs from building grid lines.
5. Fittings.
6. Sheet metal thicknesses.
7. Reinforcement and spacing.
8. Seam and joint construction.
9. Penetrations through fire-rated and other partitions.
10. Equipment installation based on equipment being used on Project.
11. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
12. Hangers and supports, including methods for duct and building attachment and vibration isolation.
13. Materials, fabrication, assembly, and spacing of hangers and supports.

D. Welding certificates.

1.4 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports.
2. AWS D9.1M/D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.

B. Source Limitations: Obtain listed system components through one source from a single manufacturer.

C. Certified Sizing Calculations: Grease duct manufacturer shall certify venting system sizing calculations.

PART 2 - PRODUCTS

2.1 RECTANGULAR DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 1-4, "Transverse (Girth) Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 1-5, "Longitudinal Seams - Rectangular Ducts," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 2, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.2 ROUND DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.
 - 1. Manufacturers: Subject to compliance with requirements,:
 - a. Lindab Inc.
 - b. McGill AirFlow LLC.
 - c. SEMCO Incorporated.
 - d. Sheet Metal Connectors, Inc.
 - e. Spiral Manufacturing Co., Inc.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Transverse Joints - Round Duct," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Seams - Round Duct and Fittings," for static-pressure class, applicable sealing requirements, materials

involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

- D. Tees and Laterals: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "90 Degree Tees and Laterals," and Figure 3-5, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.3 DOUBLE-WALL DUCT AND FITTING FABRICATION

A. Manufacturers:

- 1. Lindab Inc.
- 2. McGill AirFlow Corporation.
- 3. SEMCO Incorporated.
- 4. Spiral Pipe of Texas.

B. Ducts: Fabricate double-wall (insulated) ducts with a spiral lockseam outer shell and an inner duct. Dimensions indicated are for inner ducts.

- 1. Outer Shell: Base metal thickness on outer-shell dimensions. Fabricate outer-shell lengths 2 inches longer than inner duct and insulation and in metal thickness specified for single-wall duct.
- 2. Insulation: 2-inch- thick fibrous glass, unless otherwise indicated. Terminate insulation where double-wall duct connects to single-wall duct or uninsulated components, and reduce outer shell diameter to inner duct diameter.
 - a. Thermal Conductivity (k-Value): 0.26 at 75 deg F mean temperature.
- 3. Perforated Inner Ducts: Fabricate with 0.028-inch- thick sheet metal having 3/32- inch- diameter perforations, with overall open area of 23 percent.
- 4. Maintain concentricity of inner duct to outer shell by mechanical means. Prevent dislocation of insulation by mechanical means.

C. Fittings: Fabricate double-wall (insulated) fittings with an outer shell and an inner duct.

2.4 LISTED GREASE DUCTS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- 1. American Metal Products; MASCO Corporation.
- 2. FAMCO.
- 3. Heat-Fab, Inc.
- 4. Industrial Chimney Company.
- 5. LSP Products Group, Inc.
- 6. Metal-Fab, Inc.

7. Schebler Co. (The).
 8. Selkirk Inc.; Selkirk Metalbestos and Air Mate.
 9. Simpson Dura-Vent Co., Inc.; Subsidiary of Simpson Manufacturing Co.
- B. Description: Double-wall metal vents tested according to UL 1978 and rated for 500 deg F. continuously, or 2000 deg F. for 30 minutes; with positive or negative duct pressure and complying with NFPA 211.
- C. Construction: Inner shell and outer jacket separated by at least a 2-inch annular space filled with high-temperature, ceramic-fiber insulation.
- D. Inner Shell: ASTM A 666, Type 316 stainless steel.
- E. Outer Jacket: Aluminized steel where concealed. Stainless steel where exposed.
- F. Accessories: Tees, elbows, increasers, hood connectors, terminations, adjustable roof flashings, storm collars, support assemblies, thimbles, firestop spacers, and fasteners; fabricated from similar materials and designs as vent-pipe straight sections; all listed for same assembly. Include unique components required to comply with NFPA 96 including cleanouts, transitions, adapters and drain fittings.

2.5 FIELD-FABRICATED METAL GREASE DUCTS

- A. Fabricate grease ducts from ASTM A 1011/A 1011M hot-rolled steel with continuously welded joints, complying with NFPA 211 for minimum metal thickness.
1. Equal to or Less Than 1.069 Sq. Ft. or 14 Inches in Diameter: 0.053 inch.
 2. Up to 1.396 Sq. Ft. or 16 Inches in Diameter: 0.067 inch.
 3. Up to 1.764 Sq. Ft. or 18 Inches in Diameter: 0.093 inch.
 4. Larger Than Above: 0.123 inch.
- B. Fabricate cleanout doors from compatible material, same thickness as duct, bolted and gasketed.

2.6 SHEET METAL MATERIALS

- A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
1. Galvanized Coating Designation: G90.
 2. Finishes for Surfaces Exposed to View: Mill phosphatized.
- C. Carbon-Steel Sheets: Comply with ASTM A 1008/A 1008M, with oiled, matte finish for

exposed ducts.

- D. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- E. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.7 SEALANT AND GASKETS

- A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.
- B. Two-Part Tape Sealing System:
 - 1. Tape: Woven cotton fiber impregnated with mineral gypsum and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.
 - 2. Tape Width: 4 inches.
 - 3. Sealant: Modified styrene acrylic.
 - 4. Water resistant.
 - 5. Mold and mildew resistant.
 - 6. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
 - 7. Service: Indoor and outdoor.
 - 8. Service Temperature: Minus 40 to plus 200 deg F.
 - 9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum.
- C. Water-Based Joint and Seam Sealant:
 - 1. Application Method: Brush on.
 - 2. Solids Content: Minimum 65 percent.
 - 3. Shore A Hardness: Minimum 20.

 - 4. Water resistant.
 - 5. Mold and mildew resistant.
 - 6. VOC: Maximum 75 g/L (less water).
 - 7. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
 - 8. Service: Indoor or outdoor.
 - 9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.
- D. Flanged Joint Sealant: Comply with ASTM C 920.
 - 1. General: Single-component, acid-curing, silicone, elastomeric.
 - 2. Type: S.
 - 3. Grade: NS.

4. Class: 25.
 5. Use: O.
- E. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.
- F. Round Duct Joint O-Ring Seals:
1. Seal shall provide maximum leakage class of 3 cfm/100 sq. ft. at 1-inch wg and shall be rated for 10-inch wg static-pressure class, positive or negative.
 2. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
 3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

2.8 HANGERS AND SUPPORTS

- A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.
- B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.
- C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 4-1, "Rectangular Duct Hangers Minimum Size," and Table 4-2, "Minimum Hanger Sizes for Round Duct."
- D. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.
- E. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.
- F. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- G. Trapeze and Riser Supports:
1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout

are approved on Shop Drawings.

- B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.
- C. Install round ducts in maximum practical lengths.
- D. Install ducts with fewest possible joints.
- E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.
- F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.
- G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- H. Install ducts with a clearance of 1-1/2 inch, plus allowance for insulation thickness.
- I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.
- J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.
- K. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Division 23 Section "Air Duct Accessories" for fire and smoke dampers.
- L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials. Comply with SMACNA's "Duct Cleanliness for New Construction Guidelines."

3.2 INSTALLATION OF EXPOSED DUCTWORK

- A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.
- B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.
- C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter.
- D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.
- E. Repair or replace damaged sections and finished work that does not comply with

these requirements.

- F. Support all exposed ductwork with a single aircraft cable and metal strap in a clean finished application.

3.3 INSTALLATION OF LISTED GREASE DUCTS

- A. Locate to comply with minimum clearances from combustibles and minimum termination heights according to product listing or NFPA 211, whichever is most stringent.
- B. Seal between sections of positive-pressure vents and grease exhaust ducts according to manufacturer's written installation instructions, using sealants recommended by manufacturer.
- C. Support vents at intervals recommended by manufacturer to support weight of vents and all accessories, without exceeding appliance loading.
- D. Slope breechings down in direction of appliance, with condensate drain connection at lowest point piped to nearest drain.
- E. Lap joints in direction of flow.

3.4 INSTALLATION OF UNLISTED, FIELD-FABRICATED GREASE DUCTS

- A. Suspend breechings and chimneys independent of their appliance connections.
- B. Align breechings at connections, with smooth internal surface and a maximum 1/8-inch misalignment tolerance.
- C. Slope breechings down in direction of appliance, with condensate drain connection at lowest point piped to nearest drain.
- D. Lap joints in direction of flow.
- E. Support breechings and chimneys from building structure with bolts, concrete inserts, steel expansion anchors, welded studs, C-clamps, or beam clamps according to manufacturer's written instructions.

3.5 DUCT SEALING

- A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- B. Seal ducts to the following seal classes according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":

1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
2. Outdoor, Supply-Air Ducts: Seal Class A.
3. Unconditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class B.
4. Unconditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class A.
5. Unconditioned Space, Exhaust Ducts: Seal Class C.
6. Unconditioned Space, Return-Air Ducts: Seal Class B.
7. Conditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class C.
8. Conditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class B.
9. Conditioned Space, Exhaust Ducts: Seal Class B.
10. Conditioned Space, Return-Air Ducts: Seal Class C.

3.6 HANGER AND SUPPORT INSTALLATION

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Hangers and Supports."
- B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
 1. Where practical, install concrete inserts before placing concrete.
 2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
 3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
 4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
- C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 4-1, "Rectangular Duct Hangers Minimum Size," and Table 4-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.
- D. Hangers Exposed to View: Aircraft cable supports with metal strap around duct.
- E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.
- F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building

materials where used.

3.7 CONNECTIONS

- A. Make connections to equipment with flexible connectors complying with Division 23 Section "Air Duct Accessories."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.8 DUCT CLEANING

- A. Clean new duct system(s) before testing, adjusting, and balancing.
- B. Use service openings for entry and inspection.
 - 1. Create new openings and install access panels appropriate for duct static-pressure class if required for cleaning access. Provide insulated panels for insulated or lined duct. Patch insulation and liner as recommended by duct liner manufacturer. Comply with Division 23 Section "Air Duct Accessories" for access panels and doors.
 - 2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection.
 - 3. Remove and reinstall ceiling to gain access during the cleaning process.
- C. Particulate Collection and Odor Control:
 - 1. When venting vacuuming system inside the building, use HEPA filtration with 99.97 percent collection efficiency for 0.3-micron-size (or larger) particles.
 - 2. When venting vacuuming system to outdoors, use filter to collect debris removed from HVAC system, and locate exhaust downwind and away from air intakes and other points of entry into building.
- D. Clean the following components by removing surface contaminants and deposits:
 - 1. Air outlets and inlets (registers, grilles, and diffusers).
 - 2. Supply, return, and exhaust fans including fan housings, plenums (except ceiling supply and return plenums), scrolls, blades or vanes, shafts, baffles, dampers, and drive assemblies.
 - 3. Air-handling unit internal surfaces and components including mixing box, coil section, air wash systems, condensate drain pans, filters and filter sections, and condensate collectors and drains.
 - 4. Coils and related components.
 - 5. Return-air ducts, dampers, actuators, and turning vanes except in ceiling plenums and mechanical equipment rooms.
 - 6. Supply-air ducts, dampers, actuators, and turning vanes.
 - 7. Dedicated exhaust and ventilation components and makeup air systems.

E. Mechanical Cleaning Methodology:

1. Clean metal duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.
2. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure.
3. Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging integrity of metal ducts, duct liner, or duct accessories.
4. Clean coils and coil drain pans according to NADCA 1992. Keep drain pan operational. Rinse coils with clean water to remove latent residues and cleaning materials; comb and straighten fins.
5. Provide drainage and cleanup for wash-down procedures.
6. Antimicrobial Agents and Coatings: Apply EPA-registered antimicrobial agents if fungus is present. Apply antimicrobial agents according to manufacturer's written instructions after removal of surface deposits and debris.

3.9 GREASE DUCT CLEANING

- A. After completing system installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finishes.
- B. Clean breechings internally, during and after installation, to remove dust and debris. Clean external surfaces to remove welding slag and mill film. Grind welds smooth and apply touchup finish to match factory or shop finish.
- C. Provide temporary closures at ends of breechings, chimneys, and stacks that are not completed or connected to equipment.

3.10 DUCT SCHEDULE

1. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:
 2. Concealed Supply Ducts: Positive 2-inch wg.
 3. Exposed Supply Ducts: Positive 2-inch wg double wall round.
 4. Return Ducts: Positive or negative 2-inch wg.
 5. Exhaust Ducts: Negative wg 2-inch wg.
 6. Outdoor-Air Ducts: Positive or negative 2-inch wg.
- B. Elbow Configuration:
 1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."
 - a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
 - b. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two

- vanes.
 - c. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
2. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."
- a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.
 - b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
 - c. Round Elbows, 14 Inches and Larger in Diameter: Standing seam.
- C. Branch Configuration:
1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-6, "Branch Connections."
- a. Rectangular Main to Rectangular Branch: 45-degree entry.
2. Round: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "90 Degree Tees and Laterals," and Figure 3-5, "Conical Tees." Saddle taps are permitted in existing duct.
- a. Conical tap.

END OF SECTION 23 31 13

**SECTION 23 33 00
AIR DUCT ACCESSORIES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Backdraft and barometric relief dampers.
 - 2. Volume dampers.
 - 3. Motorized control dampers.
 - 4. Fire dampers
 - 5. Smoke dampers.
 - 6. Turning vanes.
 - 7. Duct-mounted access doorsFlexible connectors.
 - 8. Flexible ducts.
 - 9. Duct accessory hardware.
- B. Related Sections include the following:
 - 1. Division 21 Section "Fire Alarm" for duct-mounted smoke detectors.
 - 2. Division 23 Section "Metal Ducts."
 - 3. LEED Requirements in 01352, 01505, and 01510.

1.3 SUBMITTALS

- A. Product Data: For the following:
 - 1. Backdraft and barometric relief dampers.
 - 2. Volume dampers.
 - 3. Motorized control dampers.
 - 4. Fire dampers
 - 5. Turning vanes.
 - 6. Duct-mounted access doors.
 - 7. Flexible connectors.
 - 8. Flexible ducts.
- B. LEED Submittals:
 - 1. A separate LEED Construction Submittal Form shall be submitted for each

product, with all relevant information filled out, and backup documentation provided where relevant. The Form, due with the product submittal, may be found under Division 1, Section 01352 "Sustainable Construction Requirements".

2. Contractor shall comply with waste management goals in Division 01, Section 01505 "Construction and Demolition Waste Management".
3. All interior applied products (sealants/adhesives/paints/coatings/primers) shall comply with LEED VOC limits listed in Division 1, Section 01352.
4. Contractor shall comply with dust and pollutant control requirements in Section 01510 "Construction Indoor Air Quality Management".

1.4 QUALITY ASSURANCE

- A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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

2.2 SHEET METAL MATERIALS

- A. Comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods, unless otherwise indicated.
- B. Galvanized Sheet Steel: Lock-forming quality; complying with ASTM A 653/A 653M and having G90 coating designation; ducts shall have mill-phosphatized finish for surfaces exposed to view.
- C. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for stainless-steel ducts.
- D. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.3 BACKDRAFT AND BAROMETRIC RELIEF DAMPERS

- A. Manufacturers:

MEPTech Engineering, Inc

1. Air Balance, Inc.
 2. American Warming and Ventilating.
 3. CESCO Products.
 4. Duro Dyne Corp.
 5. Greenheck.
 6. Penn Ventilation Company, Inc.
 7. Prefco Products, Inc.
 8. Ruskin Company.
 9. Vent Products Company, Inc.
- B. Description: Multiple-blade, parallel action gravity balanced, with center-pivoted blades of maximum 6-inch width, with sealed edges, assembled in rattle-free manner with 90-degree stop, steel ball bearings, and axles; adjustment device to permit setting for varying differential static pressure.
- C. Frame: 0.052-inch-thick, galvanized sheet steel with welded corners and mounting flange.
- D. Blades: 0.025-inch-thick, roll-formed aluminum.
- E. Blade Seals: Vinyl.
- F. Blade Axles: Galvanized steel.
- G. Tie Bars and Brackets: Galvanized steel.
- H. Return Spring: Adjustable tension.

2.4 VOLUME DAMPERS

- A. Manufacturers:
1. Greenheck
 2. Air Balance, Inc.
 3. McGill AirFlow Corporation.
 4. METALAIR, Inc.
 5. Nailor Industries Inc.
 6. Penn Ventilation Company, Inc.
 7. Ruskin Company.
 8. Vent Products Company, Inc.
- B. General Description: Factory fabricated, with required hardware and accessories. Stiffen damper blades for stability. Include locking device to hold single-blade dampers in a fixed position without vibration. Close duct penetrations for damper components to seal duct consistent with pressure class.
1. Pressure Classes of 3-Inch wg or Higher: End bearings or other seals for ducts with axles full length of damper blades and bearings at both ends of operating shaft.

- C. Standard Volume Dampers: Multiple- or single-blade, parallel- or opposed-blade design as indicated, standard leakage rating, with linkage outside airstream, and suitable for horizontal or vertical applications.
 - 1. Steel Frames: Hat-shaped, galvanized sheet steel channels, minimum of 0.064 inch thick, with mitered and welded corners; frames with flanges where indicated for attaching to walls and flangeless frames where indicated for installing in ducts.
 - 2. Roll-Formed Steel Blades: 0.064-inch- thick, galvanized sheet steel.
 - 3. Blade Axles: Galvanized steel.
 - 4. Bearings: Oil-impregnated bronze.
 - 5. Tie Bars and Brackets: Galvanized steel.

- D. Low-Leakage Volume Dampers: Multiple- or single-blade, parallel- or opposed-blade design as indicated, low-leakage rating, with linkage outside airstream, and suitable for horizontal or vertical applications.
 - 1. Steel Frames: Hat-shaped, galvanized sheet steel channels, minimum of 0.064 inch thick, with mitered and welded corners; frames with flanges where indicated for attaching to walls and flangeless frames where indicated for installing in ducts.
 - 2. Roll-Formed Steel Blades: 0.064-inch- thick, galvanized sheet steel.
 - 3. Blade Axles: Galvanized steel.
 - 4. Bearings: Oil-impregnated bronze thrust or ball.
 - 5. Blade Seals: Vinyl.
 - 6. Jamb Seals: Cambered stainless steel.
 - 7. Tie Bars and Brackets: Galvanized steel.

- E. Jackshaft: 1-inch- diameter, galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.
 - 1. Length and Number of Mountings: Appropriate to connect linkage of each damper in multiple-damper assembly.

- F. Damper Hardware: Zinc-plated, die-cast core with dial and handle made of 3/32-inch-thick zinc-plated steel, and a 3/4-inch hexagon locking nut. Include center hole to suit damper operating-rod size. Include elevated platform for insulated duct mounting.

2.5 MOTORIZED CONTROL DAMPERS

- A. Manufacturers:
 - 1. Air Balance, Inc.
 - 2. Duro Dyne Corp.
 - 3. Greenheck.
 - 4. McGill AirFlow Corporation.
 - 5. METALAIRE, Inc.

6. Nailor Industries Inc.
 7. Penn Ventilation Company, Inc.
 8. Ruskin Company.
 9. Vent Products Company, Inc.
- B. General Description: AMCA-rated, opposed-blade design; minimum of 0.1084-inch-thick, galvanized-steel frames with holes for duct mounting; minimum of 0.0635-inch-thick, galvanized-steel damper blades with maximum blade width of 8 inches.
1. Secure blades to 1/2-inch- diameter, zinc-plated axles using zinc-plated hardware, with nylon blade bearings, blade-linkage hardware of zinc-plated steel and brass, ends sealed against spring-stainless-steel blade bearings, and thrust bearings at each end of every blade.
 2. Operating Temperature Range: From minus 40 to plus 200 deg F.

2.6 FIRE DAMPERS

A. Manufacturers:

1. Air Balance, Inc.
 2. CESCO Products.
 3. Greenheck.
 4. McGill AirFlow Corporation.
 5. METALAIRE, Inc.
 6. Nailor Industries Inc.
 7. Penn Ventilation Company, Inc.
-
8. Prefco Products, Inc.
 9. Ruskin Company.
 10. Vent Products Company, Inc.
 11. Ward Industries, Inc.
- B. Fire dampers shall be labeled according to UL 555.
- C. Fire Rating: As required to maintain wall rating but not less than 1-1/2 hours.
- D. Frame: Curtain type with blades outside airstream; fabricated with roll-formed, 0.034-inch- thick galvanized steel; with mitered and interlocking corners.
- E. Mounting Sleeve: Factory- or field-installed, galvanized sheet steel.
1. Minimum Thickness: 0.052 or 0.138 inch thick as indicated and of length to suit application.
 2. Exceptions: Omit sleeve where damper frame width permits direct attachment of perimeter mounting angles on each side of wall or floor, and thickness of damper frame complies with sleeve requirements.
- F. Mounting Orientation: Vertical or horizontal as indicated.

- G. Blades: Roll-formed, interlocking, 0.034-inch- thick, galvanized sheet steel. In place of interlocking blades, use full-length, 0.034-inch- thick, galvanized-steel blade connectors.
- H. Horizontal Dampers: Include blade lock and stainless-steel closure spring.
- I. Fusible Links: Replaceable, 165 deg F. rated.

2.7 SMOKE DAMPERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Air Balance Inc.; a division of Mestek, Inc.
 - 2. Cesco Products; a division of Mestek, Inc.
 - 3. Greenheck Fan Corporation.
 - 4. Nailor Industries Inc.
 - 5. Ruskin Company.
- B. General Requirements: Label according to UL 555S by an NRTL.
- C. Smoke Detector: Integral, factory wired for single-point connection.
- D. Frame: Multiple-blade type; fabricated with roll-formed, 0.034-inch- (0.85-mm-) thick galvanized steel; with mitered and interlocking corners.
- E. Blades: Roll-formed, horizontal, interlocking, 0.034-inch- (0.85-mm-) thick, galvanized sheet steel. In place of interlocking blades, use full-length, 0.034-inch- (0.85-mm-) thick, galvanized-steel blade connectors.
- F. Leakage: Class I.
- G. Rated pressure and velocity to exceed design airflow conditions.
- H. Mounting Sleeve: Factory-installed, 0.052-inch- (1.3-mm-) thick, galvanized sheet steel; length to suit wall or floor application with factory-furnished silicone calking.
- I. Damper Motors: two-position action.
- J. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Division 23 Section "Common Motor Requirements for HVAC Equipment."
 - 1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
 - 2. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in Division 23 Section "Instrumentation and Control for HVAC and Division 26 Sections.
 - 3. Permanent-Split-Capacitor or Shaded-Pole Motors: With oil-immersed and

- sealed gear trains.
4. Spring-Return Motors: Equip with an integral spiral-spring mechanism where indicated. Enclose entire spring mechanism in a removable housing designed for service or adjustments. Size for running torque rating of 150 in. x lbf (17 N x m) and breakaway torque rating of 150 in. x lbf (17 N x m).
 5. Outdoor Motors and Motors in Outdoor-Air Intakes: Equip with O-ring gaskets designed to make motors weatherproof. Equip motors with internal heaters to permit normal operation at minus 40 deg F (minus 40 deg C).
 6. Nonspring-Return Motors: For dampers larger than 25 sq. ft. (2.3 sq. m), size motor for running torque rating of 150 in. x lbf (17 N x m) and breakaway torque rating of 300 in. x lbf (34 N x m).
 7. Electrical Connection: 115 V, single phase, 60 Hz.

K. Accessories:

1. Auxiliary switches for signaling.
2. Test and reset switches, damper mounted.

2.8 TURNING VANES

- A. Fabricate to comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for vanes and vane runners. Vane runners shall automatically align vanes.
- B. Manufactured Turning Vanes: Fabricate 1-1/2-inch- wide, single-vane, curved blades of galvanized sheet steel set 3/4 inch o.c.; support with bars perpendicular to blades set 2 inches o.c.; and set into vane runners suitable for duct mounting.
 1. Manufacturers:
 - a. Ductmate Industries, Inc.
 - b. Duro Dyne Corp.
 - c. METALAIRE, Inc.
 - d. Ward Industries, Inc.

2.9 DUCT-MOUNTED ACCESS DOORS

- A. General Description: Fabricate doors airtight and suitable for duct pressure class.
- B. Door: Double wall, duct mounting, and rectangular; fabricated of galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class. Include vision panel where indicated. Include 1-by-1-inch butt or piano hinge and cam latches.
 1. Manufacturers:
 - a. American Warming and Ventilating.
 - b. CESCO Products.
 - c. Ductmate Industries, Inc.
 - d. Flexmaster U.S.A., Inc.
 - e. Greenheck.

- f. McGill AirFlow Corporation.
 - g. Nailor Industries Inc.
 - h. Ventfabrics, Inc.
 - i. Ward Industries, Inc.
2. Frame: Galvanized sheet steel, with bend-over tabs and foam gaskets.
 3. Provide number of hinges and locks as follows:
 - a. Less than 12 Inches square: Secure with two sash locks.
 - b. Up to 18 Inches Square: Two hinges and two sash locks.
 - c. Up to 24 by 48 Inches: Three hinges and two compression latches.
 - d. Sizes 24 by 48 Inches and Larger: One additional hinge.
- C. Seal around frame attachment to duct and door to frame with neoprene or foam rubber.
- D. Insulation: 1-inch- thick, fibrous-glass or polystyrene-foam board.

2.7 FLEXIBLE CONNECTORS

- A. Manufacturers:
1. Duro Dyne Corp.
 2. Ventfabrics, Inc.
 3. Ward Industries, Inc.
- B. General Description: Flame-retardant or noncombustible fabrics, coatings, and adhesives complying with UL 181, Class 1.
- C. Metal-Edged Connectors: Factory fabricated with a fabric strip 3-1/2 inches wide attached to two strips of 2-3/4-inch- wide, 0.028-inch- thick, galvanized sheet steel sheets.
- D. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.
1. Minimum Weight: 26 oz./sq. yd.
 2. Tensile Strength: 480 lbf/inch in the warp and 360 lbf/inch in the filling.
 3. Service Temperature: Minus 40 to plus 200 deg F.

2.8 FLEXIBLE DUCTS

- A. Manufacturers:
1. Ductmate Industries, Inc.
 2. Flexmaster U.S.A., Inc.
 3. Hart & Cooley, Inc.
 4. McGill AirFlow Corporation.
- B. Insulated-Duct Connectors: UL 181, Class 1, 2-ply vinyl film supported by helically

wound, spring-steel wire; fibrous-glass insulation; polyethylene vapor barrier film.

1. Pressure Rating: 10-inch wg positive and 1.0-inch wg negative.
2. Maximum Air Velocity: 2000 fpm.
3. Temperature Range: Minus 10 to plus 160 deg F.

- C. Flexible Duct Clamps: Stainless-steel band with cadmium-plated hex screw to tighten band with a worm-gear action, in sizes 3 through 18 inches to suit duct size.

2.9 DUCT ACCESSORY HARDWARE

- A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct insulation thickness.
- B. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

PART 3 - EXECUTION

3.1 APPLICATION AND INSTALLATION

- A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards--Metal and Flexible."
- B. Provide duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel ducts and stainless-steel accessories in stainless-steel ducts.
- C. Install backdraft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated.
- D. Provide balancing dampers at points on supply, return, and exhaust systems where branches lead from larger ducts as required for air balancing. Install at a minimum of two duct widths from branch takeoff.
- E. Provide test holes at fan inlets and outlets and elsewhere as indicated.
- F. Install fire dampers, with fusible links, according to manufacturer's UL-approved written instructions.
- G. Install duct access doors to allow for inspecting, adjusting, and maintaining accessories and terminal units as follows:
1. Downstream from volume dampers and equipment.
 2. Adjacent to fire dampers.
 3. To interior of ducts for cleaning; before and after each change in direction, at maximum 50-foot spacing.

- H. On sides of ducts where adequate clearance is available. Install the following sizes for duct-mounted, rectangular access doors:
 - 1. One-Hand or Inspection Access: 8 by 5 inches.
 - 2. Two-Hand Access: 12 by 6 inches.
 - 3. Head and Hand Access: 18 by 10 inches.
 - 4. Head and Shoulders Access: 21 by 14 inches.
 - 5. Body Access: 25 by 14 inches.
 - 6. Body Plus Ladder Access: 25 by 17 inches.

- I. Install flexible connectors immediately adjacent to equipment in ducts associated with fans and motorized equipment supported by vibration isolators.

- J. Connect diffusers to low pressure ducts with maximum 72-inch lengths of flexible duct clamped or strapped in place.

- K. Connect flexible ducts to metal ducts with draw bands.

- L. Install duct test holes where indicated and required for testing and balancing purposes.

3.2 ADJUSTING

- A. Adjust duct accessories for proper settings.

- B. Final positioning of manual-volume dampers is specified in Division 23 Section "Testing, Adjusting, and Balancing."

END OF SECTION 23 33 00

**SECTION 23 36 00
AIR TERMINALS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Single duct air terminal units
- B. Related Sections include the following:
 - 1. Division 23 Section "Testing, Adjusting, and Balancing" for testing of air terminals.
 - 2. LEED Requirements in 01352, 01505, and 01510.

1.3 SUBMITTALS

- A. Product Data: Include rated capacities; shipping, installed, and operating weights; furnished specialties; and accessories for each model indicated. Include a schedule showing drawing designation, room location, number furnished, model number, size, and accessories furnished.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loadings, required clearances, method of field assembly, components, and location and size of each field connection.
 - 1. Wiring Diagrams: Detail wiring for power, signal, and control systems and differentiate between manufacturer-installed and field-installed wiring.
- C. Coordination Drawings: Reflected ceiling plans drawn to scale and coordinating air outlets with other items installed in ceilings.
- D. Maintenance Data: List of parts for each type of air terminal and troubleshooting maintenance guide to include in the maintenance manuals specified in Division 1.
- E. LEED Submittals:
 - 1. A separate LEED Construction Submittal Form shall be submitted for each

product, with all relevant information filled out, and backup documentation provided where relevant. The Form, due with the product submittal, may be found under Division 1, Section 01352 "Sustainable Construction Requirements".

2. Contractor shall comply with waste management goals in Division 01, Section 01505 "Construction and Demolition Waste Management".
3. All interior applied products (sealants/adhesives/paints/coatings/primers) shall comply with LEED VOC limits listed in Division 1, Section 01352.
4. Contractor shall comply with dust and pollutant control requirements in Section 01510 "Construction Indoor Air Quality Management".

1.4 QUALITY ASSURANCE

- A. Product Options: Drawings and schedules indicate requirements of air terminals and are based on specific systems indicated. Other manufacturers' systems with equal performance characteristics may be considered. Refer to Division 1 Section "Substitutions."
- B. Listing and Labeling: Provide electrically operated air terminals specified in this Section that are listed and labeled.
 1. The Terms "Listed" and "Labeled": As defined in NFPA 70, Article 100.
- C. NFPA Compliance: Install air terminals according to NFPA 90A, "Standard for the Installation of Air Conditioning and Ventilating Systems."
- D. Comply with NFPA 70 for electrical components and installation.

1.5 COORDINATION

- A. Coordinate the delivery and installation of control components with the BAS contractor.
- B. Coordinate layout and installation of air terminal units and suspension system with other construction that penetrates ceilings or is supported by them, including structure, light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

PART 2 - PRODUCTS

2.1 SINGLE DUCT AIR TERMINAL UNITS

- A. Manufacturers:
 1. Metalaire Industries, Inc.
 2. Krueger- HVAC; Div of Air Systems Components

3. Price Industries.
 4. Air System Components; Krueger Div.
 5. Titus.
 6. Trane Co. (The).
 7. Nailor Industries of Texas, Inc
 8. Enviro-Tec; Johnson Controls, Inc.
- B. Configuration: Volume-damper assembly inside unit casing with control components located inside a protective metal shroud.
- C. Volume Damper: Galvanized steel with peripheral gasket and self-lubricating bearings.
1. Damper Position: Normally open.
- D. Electric Heating Coil: Slip-in-type, open-coil design with integral control box factory wired and installed. Include the following features:
1. Primary and secondary overtemperature protection.
 2. Nickel chrome 80/20 heating elements.
 3. Fan interlock contacts.
 4. Noninterlocking disconnect switch.
 5. Fuses (for coils more than 48 A).
 6. Mercury contactors.
 7. Fully modulating SCR controls.
- E. Factory-Mounted and -Wired Controls: All required control components shall be provided by the mechanical contractor and/ or roof top unit OEM and installed by the terminal unit manufacturer at the factory. The terminal unit manufacturer shall provide and install control transformer (40VA), terminal mounting strips, air flow measuring probes, and any other miscellaneous item required by the control system. Electrical components shall be mounted in control panel enclosure with removable cover. Incorporate single-point electrical connection to power source. Provide service switch for control power.
- F. Control Panel Enclosure: NEMA 250, Type 1, with access panel sealed from airflow and mounted on side of unit shall be provided by the terminal unit manufacturer.
- G. Accessories: 1" thick insulation liner; 1.5 lb dual density fiberglass insulation that meets UL 181 and NFPA 90A. Insulation shall be attached to the unit casing by adhesive and weld pins.

2.2 SOURCE QUALITY CONTROL

- A. Testing Requirements: Test and rate air terminals according to ARI 880, "Industry Standard for Air Terminals."
- B. Identification: Label each air terminal with plan number, nominal airflow, maximum and minimum factory-set airflows, and ARI certification seal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install air terminals level and plumb, according to manufacturer's written instructions, rough-in drawings, original design, and referenced standards; and maintain sufficient clearance for normal service and maintenance.
- B. Connect ductwork to air terminals according to Division 23 ductwork Sections.
- C. Mechanical contractor shall install space sensors and communications wiring between sensor to terminal unit, terminal unit to RTU, and RTU to DDC system operator terminal.
- D. Mechanical contractor shall furnish and install power to the DDC for the terminal units

3.2 CONNECTIONS

- A. Electrical: Comply with applicable requirements in Division 16 Sections.
- B. Ground equipment.
 - 1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. Where manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.3 FIELD QUALITY CONTROL

- A. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.4 CLEANING

- A. After completing system installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris, and repair damaged finishes.

3.5 COMMISSIONING

- A. Verify that installation of each air terminal is according to the Contract Documents.
- B. Check that inlet duct connections are as recommended by air terminal manufacturer to achieve proper performance.
- C. Check that controls and control enclosure are accessible.

- D. Verify that control connections are complete.
- E. Check that nameplate and identification tag are visible.
- F. Verify that controls respond to inputs as specified.

3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel as specified below:
 - 1. Train Owner's maintenance personnel on procedures and schedules related to startup and shutdown, troubleshooting, servicing, and preventive maintenance. Provide at least 1 training session with up to 3 sessions to ensure personnel are comfortable with equipment.
 - 2. Review data in the maintenance manuals. Refer to Division 1 Section "Operation and Maintenance Data."
 - 3. Schedule training with Owner, through Architect, with at least 7 days' advance notice.

END OF SECTION 23 36 00

**SECTION 23 37 13
DIFFUSERS, REGISTERS, AND GRILLES**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section. Note specifically any relevant LEED requirements in Sections 01352, 01505, and 01510.

1.2 SUMMARY

- A. This Section includes ceiling- and wall-mounted diffusers, registers, and grilles.
- B. Related Sections include the following:
 - 1. Division 23 Section "Duct Accessories" for fire and smoke dampers and volume- control dampers not integral to diffusers, registers, and grilles.
 - 2. Division 23 Section "Testing, Adjusting, and Balancing" for balancing diffusers, registers, and grilles.

1.3 DEFINITIONS

- A. Diffuser: Circular, square, or rectangular air distribution outlet, generally located in the ceiling and comprised of deflecting members discharging supply air in various directions and planes and arranged to promote mixing of primary air with secondary room air.
- B. Grille: A louvered or perforated covering for an opening in an air passage, which can be located in a sidewall, ceiling, or floor.
- C. Register: A combination grille and damper assembly over an air opening.

1.4 SUBMITTALS

- A. Product Data: For each model indicated, include the following:
 - 1. Data Sheet: For each type of air outlet and inlet, and accessory furnished; indicate construction, finish, and mounting details.
 - 2. Performance Data: Include throw and drop, static-pressure drop, and noise ratings for each type of air outlet and inlet.

3. Schedule of diffusers, registers, and grilles indicating drawing designation, room location, quantity, model number, size, and accessories furnished.
4. Assembly Drawing: For each type of air outlet and inlet; indicate materials and methods of assembly of components.

B. LEED Submittals:

1. A separate LEED Construction Submittal Form shall be submitted for each product, with all relevant information filled out, and backup documentation provided where relevant. The Form, due with the product submittal, may be found under Division 1, Section 01352 "Sustainable Construction Requirements".
2. Contractor shall comply with waste management goals in Division 01, Section 01505 "Construction and Demolition Waste Management".
3. All interior applied products (sealants/adhesives/paints/coatings/primers) shall comply with LEED VOC limits listed in Division 1, Section 01352.
4. Contractor shall comply with dust and pollutant control requirements in Section 01510 "Construction Indoor Air Quality Management".

1.5 QUALITY ASSURANCE

- A. Product Options: Drawings and schedules indicate specific requirements of diffusers, registers, and grilles and are based on the specific requirements of the systems indicated. Other manufacturers' products with equal performance characteristics may be considered. Refer to Division 1 Section "Substitutions."
- B. NFPA Compliance: Install diffusers, registers, and grilles according to NFPA 90A, "Standard for the Installation of Air-Conditioning and Ventilating Systems."

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. METALAIRE, Inc., Metal Industries Inc.
 2. Price Industries.
 3. Nailor Industries of Texas Inc.
 4. Titus.
 5. Krueger

2.2 MANUFACTURED UNITS

- A. Diffusers, registers, and grilles are scheduled on Drawings.

2.3 SOURCE QUALITY CONTROL

- A. Testing: Test performance according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas where diffusers, registers, and grilles are to be installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install diffusers, registers, and grilles level and plumb, according to manufacturer's written instructions, original design, and referenced standards.
- B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practicable. For units installed in lay-in ceiling panels, locate units in the center of the panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.
- C. Install diffusers, registers, and grilles with airtight connection to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.
- D. Install insulation on air device backpans, device plenums, etc. as to prevent condensation creation.
- E. Provide remote damper operators for devices located in hard ceilings.

3.3 ADJUSTING

- A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

3.4 CLEANING

- A. After installation of diffusers, registers, and grilles, inspect exposed finish. Clean exposed surfaces to remove burrs, dirt, and smudges. Replace diffusers, registers, and grilles that have damaged finishes.

END OF SECTION 23 37 13



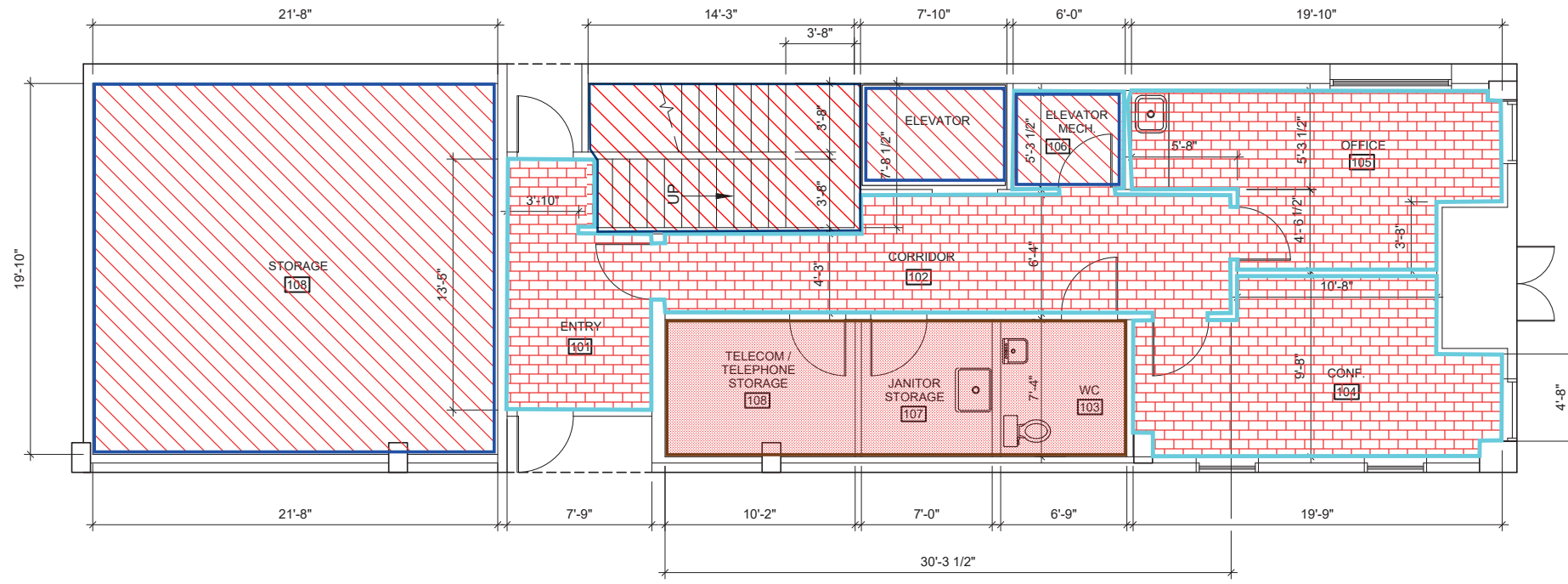
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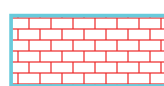


Mechanical System:

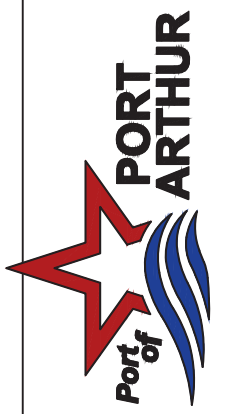
C	Cover Sheet & Site Location.
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M.2	Mechanical Floor Plan & Roof Plan
M.3	Mechanical Notes, Symbols & Schedules
M.4	Mechanical Details & Outside Air Calculations



FIRST LEVEL

- Notes:
1. Remove / Demolish all existing ceiling grid and tiles.
 2. Install new ceiling tile and grid, USG Radar 2'x2'
 3. Ceiling Paint: Sherwin Williams Superpaint (2) coats egg shell

-  2x2 Acoustical Ceiling (USG RADAR, new grid to be installed - remove existing acoustical ceiling)
-  Sheetrock Ceiling (Patch existing as Required): Paint ceiling, Sherwin Williams Super Paint primer white.
-  No work in this area.

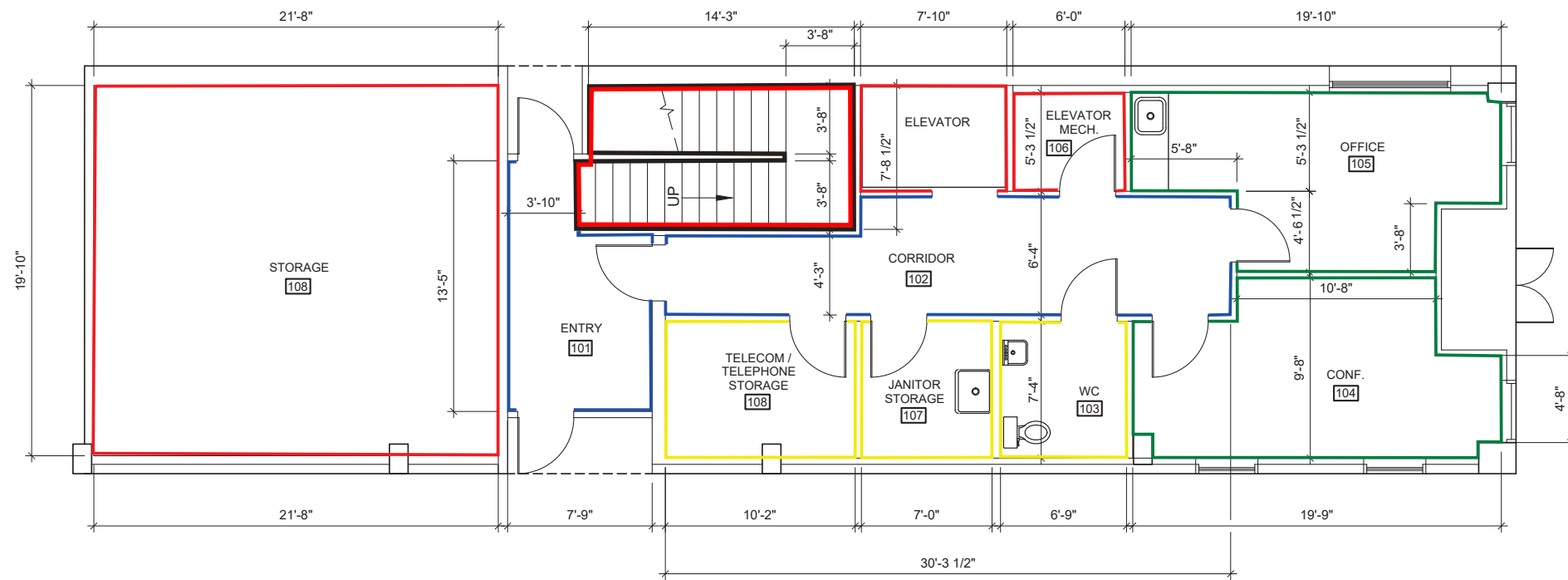


PORT OF PORT ARTHUR
DOCK OFFICE
501 HOUSTON AVENUE | PORT ARTHUR, TEXAS 77640

ISSUE DATES:

Ceiling Details
SHEET NO.
A1

\\netw\Shared\Drawings\2023\03-0318 Port of PA-Dock Office & CDO work\03-0318 Port of PA-Dock Office.dwg Rev 21, 2023-03-08 Dan



FIRST LEVEL

Notes:

1. Room 108 demolish wall chase and tape/float/paint sheet to patch area.
2. Marlite standard FRP smooth, color TBD.
3. Wall Paint: Sherwin Williams Superpaint (2) coats semi-gloss
4. Ceiling Paint: Sherwin Williams Superpaint (2) coats egg shell
5. Wall prep as required for FRP.

- FRP Panels
- Paint existing Sheetrock.
- Install new Sheetrock Tape/Float/Paint, Verify LF IN Field.
- No work in this area.



PORT OF PORT ARTHUR

DOCK OFFICE

501 HOUSTON AVENUE | PORT ARTHUR, TEXAS 77640

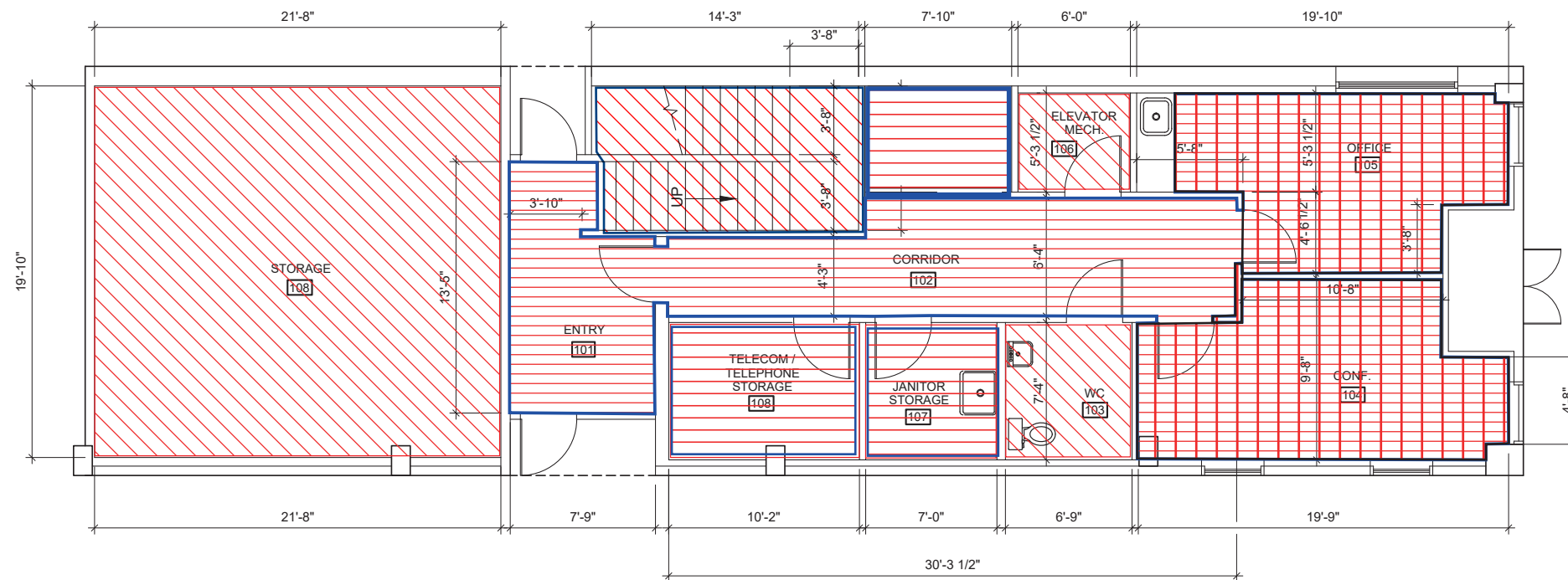
ISSUE DATES:



Wall Details

SHEET NO.

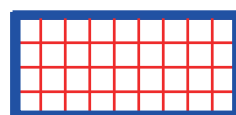
A2



FIRST LEVEL

Notes:

1. Demolish existing flooring and base.
2. Install floor prep / leveler as required for new flooring.
3. Install 4" Roppe vinyl base in all flooring areas, color tbd.
4. VCT Flooring: Armstrong standard excelon imperial texture 1/8", Quarter turn pattern. 95% RH adhesive.
5. Mohawk Group Substratum natural networks 2'x2' color TBD, monolithic pattern. 95% RH adhesive.
6. Wax VCT flooring 2 coats Castleguard by Buckeye.
7. Refer to Scope of Work document for Alternate #1 Bathroom Finishes



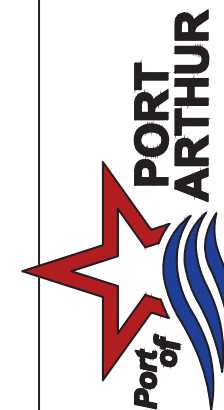
Carpet Tile flooring



VCT flooring



No work in this area.



PORT OF PORT ARTHUR

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ISSUE DATES:



Floor Details

SHEET NO.
A3

Replacement of Existing Rooftop Unit & Ductworks

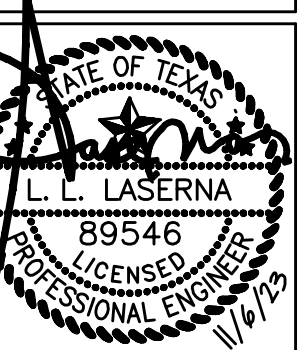
Dock Office of Port of Port Arthur Navigation District of Jefferson County, Texas



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**MEPTech
Engineering,
Incorporated**
 TBPE FIRM # F-10227
 5090 ADA AVENUE
 BEAUMONT, TEXAS 77708
 PHONE: (409) 679-6019
 FAX: (409) 787-6824



Replacement of Existing Rooftop Units & Ductworks
Dock Office of Port of Port Arthur
Navigation District of Jefferson County, Texas

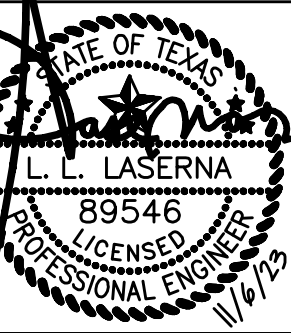
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 DATE: _____
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 REVISION
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 MEPT923-01
 PROJECT NO.



**MEPTech
Engineering,
Incorporated**
TYPE FIRM # F-10227
8000 ADA AVENUE
BEAUMONT, TEXAS 77708
PHONE: (409) 679-6013
FAX: (409) 787-6284



Replacement of Existing Rooftop Units & Ductworks
Dock Office of Port of Port Arthur
Navigation District of Jefferson County, Texas

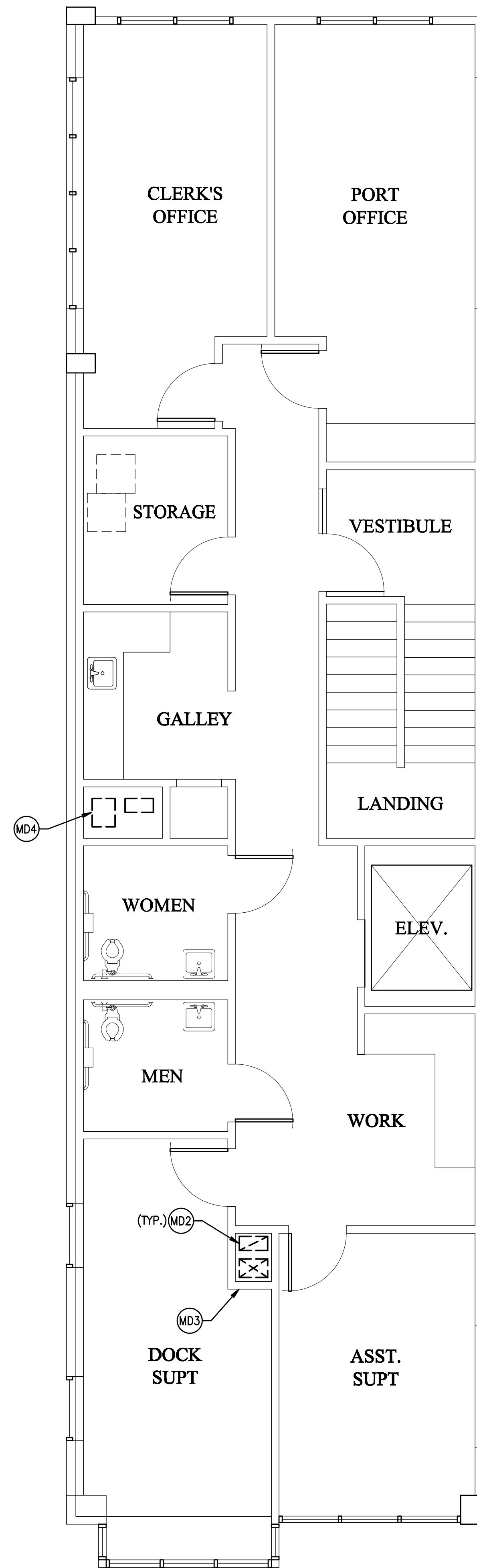
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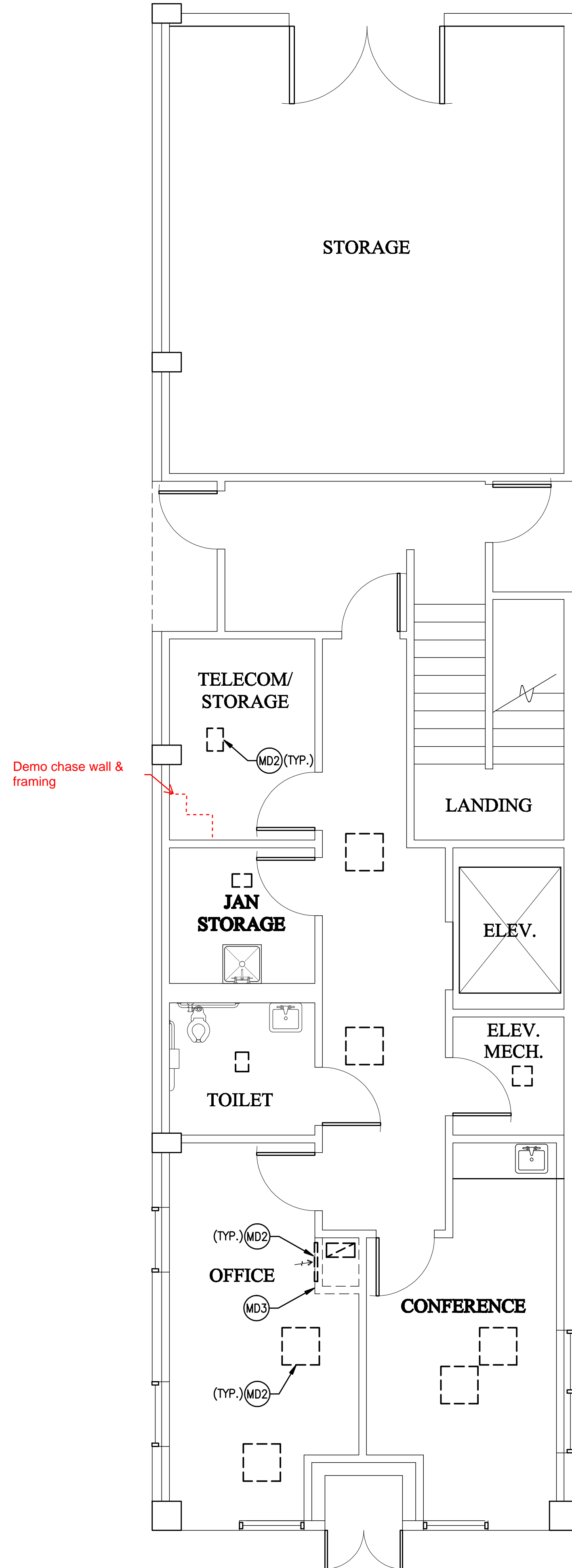
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MECHANICAL DEMOLITION NOTES

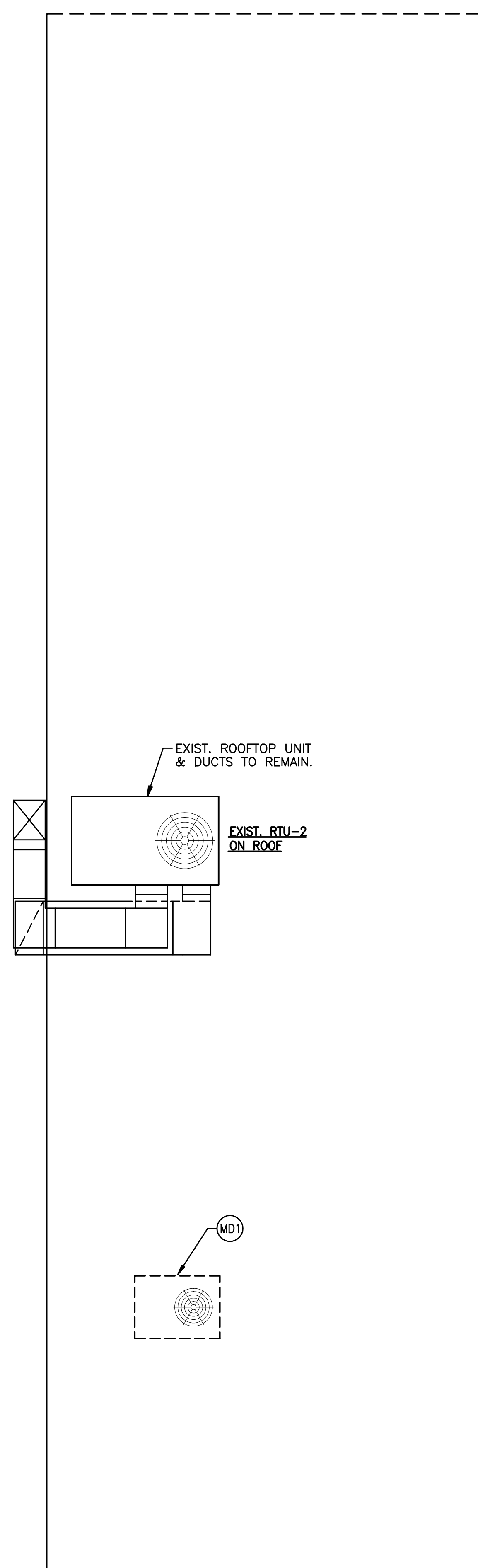
- MD1 REMOVE EXISTING ROOFTOP UNIT "RTU-1" AND ROOF CURB, AND INSTALL NEW RTU-1 AT THE SAME EXISTING LOCATION. MODIFY EXISTING ROOF SYSTEM AS REQUIRED. REMOVE EXISTING DISCONNECT SWITCH AND RELATED CIRCUIT CONDUCTORS AND CONDUIT BACK TO EXISTING PANEL "AC", AND MARK EXISTING CIRCUIT BREAKER "SPARE"
- MD2 REMOVE EXISTING SUPPLY AND RETURN DIFFUSERS/GRILLES, SUPPORTS AND RELATED DUCTS BACK UP TO EXISTING "RTU-1". REMOVE EXISTING THERMOSTAT AND RELATED WALL BOX, CONTROLS WIRING, CONDUIT AND SUPPORTS UP TO EXISTING "RTU-1".
- MD3 OWNER SHALL REMOVE AND MODIFY EXISTING WALL CHASE FOR NEW DUCTWORK INSTALLATION REQUIREMENTS.
- MD4 REMOVE EXISTING SUPPLY AND RETURN DUCTS AND SUPPORTS FROM FIRST FLOOR CEILING THROUGH SECOND FLOOR CEILING UP TO EXISTING MEZZANINE AND CAP. THESE EXISTING DUCTS SERVED THE FIRST FLOOR FROM EXISTING RTU-2. TEST, ADJUST AND BALANCE THE EXISTING AIR DISTRIBUTION AND EXHAUST SYSTEMS BY OWNER. CONFIRM THE EXACT REQUIREMENTS WITH OWNER PRIOR TO SUBMIT BIDDING.
- MD5 ALL MECHANICAL DEMOLITION AND RENOVATION ACTIVITIES SHALL BE PERFORMED CAREFULLY AND ORDERLY SO AS TO AVOID DAMAGING EXISTING WALLS DUE TO EXISTING DUCTWORK REMOVAL. CLOSELY FIELD COORDINATE WITH ALL TRADES SEQUENCE OF MECHANICAL DEMOLITION. MECHANICAL CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH ALL EXISTING MECHANICAL SYSTEMS AND SHALL INCLUDE ALL NECESSARY DEMOLITION WORK REQUIRED. FIELD CONFIRM EXACT REQUIREMENTS PRIOR TO SUBMIT BIDDING.



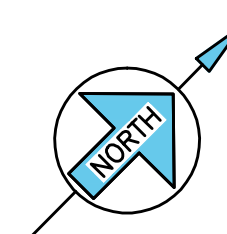
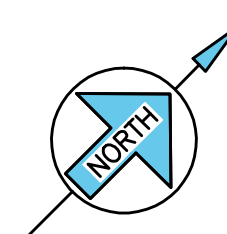
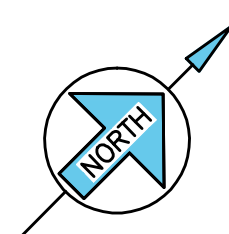
3 DEMOLITION MECHANICAL SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

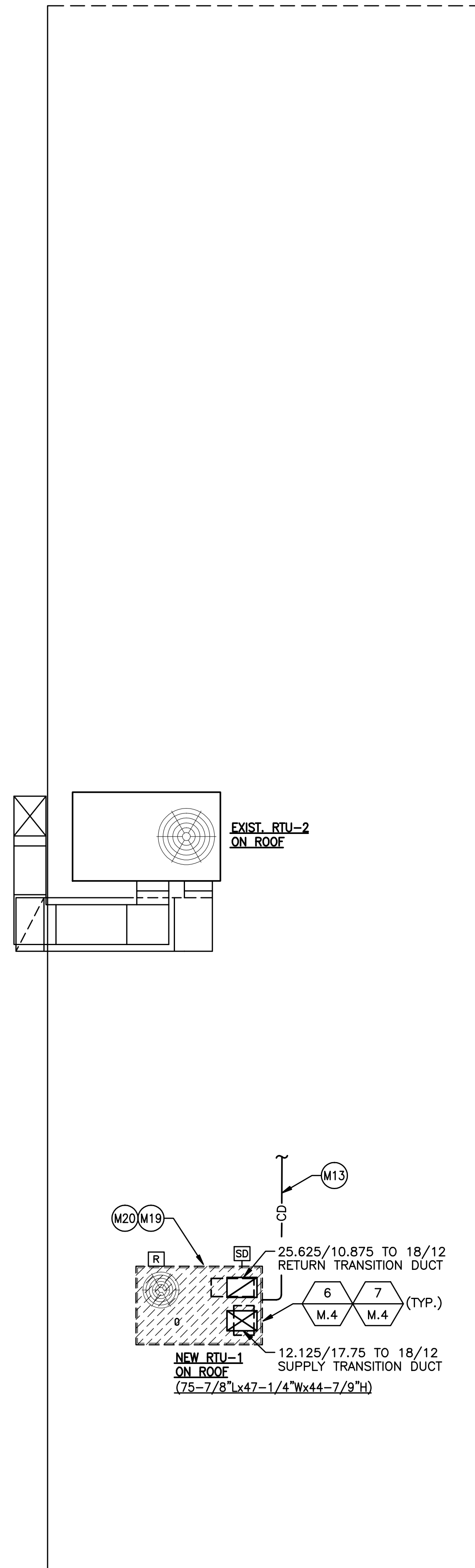


2 DEMOLITION MECHANICAL FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

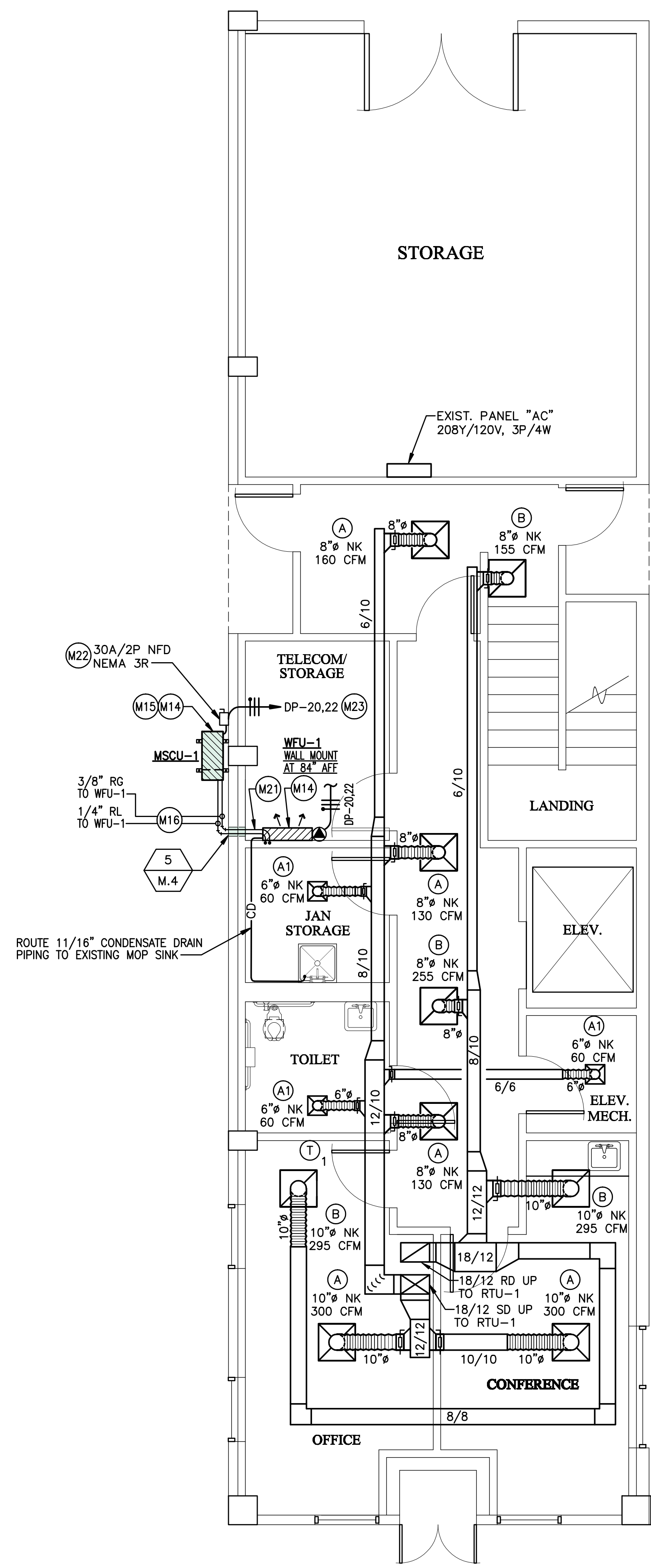


1 DEMOLITION MECHANICAL ROOF PLAN
SCALE: 1/4" = 1'-0"





1 MECHANICAL ROOF PLAN
 SCALE: 1/4" = 1'-0"



2 MECHANICAL FIRST FLOOR PLAN
 SCALE: 1/4" = 1'-0"

MEPTech Engineering, Incorporated
 TYPE FIRM # F-10227
 5000 ADA AVENUE
 BEAUMONT, TEXAS 77708
 PHONE: (409) 679-8019
 FAX: (409) 787-8284

L. L. LASERNA
 89546
 LICENSED PROFESSIONAL ENGINEER
 11/7/23

Replacement of Existing Rooftop Units & Ductworks
 Dock Office of Port of Port Arthur
 Navigation District of Jefferson County, Texas

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ROOFTOP UNIT SCHEDULE																							
MARK	TON	MFR. & MODEL #	FAN DATA				COOLING DATA					ELECTRIC HEAT			UNIT ELECTRICAL DATA				REFRIG. TYPE	DRAIN CONN. "NPT"	NOTES		
			TOTAL CFM	O.A. CFM	EXT. S.P.	H.P.	ENT. DB °F	ENT. WB °F	AMBIENT TEMP. °F	GROSS CAP. (MBH)	NET CAP. (MBH)	STAGES	KW	VOLT	PH.	VOLTS	PH.	MCA				MOCP	SEER/IEER
RTU-1	3.0	LENNOX ZCB036S4B	1,200	200	0.5	1.0	80	67	95	36.2	35.0	1	10.0	208	3	208	3	32	35	14.0/	R-410A	1	1,2,3,4,5,6,7

NOTES:

- 14" HYBRID ROOF CURBS - DOUBLE DUCT OPENINGS SHALL BE PROVIDED AND INSTALLED BY THE MECHANICAL CONTRACTOR AND MUST FIELD VERIFY ALL CONDITIONS PRIOR TO MAKE FINAL INSTALLATION & COORDINATE WITH ALL STRUCTURAL CONDITIONS. FLASHING DETAIL FOR ROOF CURB PER MANUFACTURER'S RECOMMENDATION.
- PROVIDE COPPER CONDENSATE DRAIN WITH TRAP AND CLEANOUT. DRAIN TO BE ROUTED TO NEAREST ROOF DRAIN BY-PASS DRAIN COVER.
- PROVIDE FACTORY INSTALLED RETURN DUCT SMOKE DETECTOR, CORROSION PROTECTION, FREEZESTAT, DISCONNECT SAFETY SWITCH, HEALTHY CLIMATE UVC GERMICIDAL LAMPS, GFCI SERVICE RECEPTACLE WITH WP COVER, CO2 SENSOR AND COMBINATION COIL/HAIL GUARDS.
- PROVIDE HEALTHY CLIMATE HIGH EFFICIENCY AIR FILTER.
- PROVIDE LENNOX COMFORTSENSE 7500 COMMERCIAL PROGRAMMABLE THERMOSTAT.
- PROVIDE MOTORIZED OUTDOOR AIR DAMPER HOOD AND ECONOMIZER.
- RTUs ROOF CURB DIMENSIONS: RTU-1: 70-7/8" L x 42-1/4" W x 14" H.

AIR DISTRIBUTION DEVICE SCHEDULE							
MARK	FUNCTION	MAKE AND MODEL NO.	FACE SIZE (INCH)	OPENING SIZE (INCH)	MOUNTING STYLE BORDER	MATERIAL OF CONSTRUCTION	REMARKS
(A)	SUPPLY AIR DIFFUSER	TITUS OMNI-AA	24x24	22x22	GRID/LAY-IN	ALUMINUM	NOTES: 1, 2, 3, 4
(A)	SUPPLY AIR DIFFUSER	TITUS OMNI-AA	12x12	10x10	SURFACE	ALUMINUM	NOTES: 1, 2, 3, 4
(B)	RETURN AIR GRILLE	TITUS 45F	24x24	22x22	GRID/LAY-IN	ALUMINUM	NOTES: 1, 2, 3, 4

NOTES:

- REFER TO MECHANICAL FLOOR PLAN FOR NECK SIZES.
- 4-WAY THROW UNLESS OTHERWISE NOTED.
- STANDARD FINISH #26 WHITE. CONFIRM COLOR WITH OWNER.
- 1/2" x 1/2" x 1" SIGHT-PROOF EGGRATE RETURN GRILLES

BUILDING AIR BALANCE SCHEDULE					
UNIT	AREA IT SERVED	A/C SYSTEM			
		SUPPLY AIR CFM	RETURN AIR CFM	OUTSIDE AIR CFM	EXHAUST FAN CFM
RTU-1	FIRST FLOOR	1200	1000	200	120

NOTES:

THE TEST AND BALANCE CONTRACTOR SHOULD ADJUST THE INTERIOR BUILDING PRESSURE SLIGHTLY POSITIVE.

MECHANICAL NOTES																	
(M1)	THE EXACT MOUNTING HEIGHTS AND/OR LOCATIONS OF ALL HVAC EQUIPMENT SHALL BE FIELD VERIFIED AND COORDINATED WITH ALL OTHER MECHANICAL, ELECTRICAL, ARCHITECTURAL AND STRUCTURAL SYSTEMS.																
(M2)	THE FINAL LOCATION OF AIR DEVICES MUST BE COORDINATED WITH THE LOCATION OF LIGHT FIXTURES, CEILING FANS, ARCHITECTURAL AND STRUCTURAL SYSTEMS.																
(M3)	ALL ACCESS DOORS REQUIRED IN GENERAL CONSTRUCTION ARE TO BE PROVIDED AND INSTALLED BY THE HVAC CONTRACTOR/OWNER. IT IS THE RESPONSIBILITY OF THE HVAC CONTRACTOR TO IDENTIFY SIZE, TYPE AND LOCATION OF SUCH DOORS FOR PROPER ACCESS TO ALL CONCEALED HVAC EQUIPMENT, VALVES AND OTHER RELATED EQUIPMENT. THE HVAC CONTRACTOR SHALL IDENTIFY THESE REQUIREMENTS ON A COORDINATED SHOP DRAWING PRIOR TO SYSTEM FABRICATION AND INSTALLATION IN SHEETROCK CEILING.																
(M4)	THE EXACT SIZES AND LOCATIONS OF ALL WALL AND/OR ROOF OPENINGS REQUIRED MUST BE COORDINATED AND APPROVED BY GENERAL CONTRACTOR AND OWNER. STRUCTURAL FRAMES AROUND ALL OPENINGS SHALL BE FURNISHED AND INSTALLED AS REQUIRED.																
(M5)	PROVIDE SLEEVES AND FLASHING REQUIRED FOR PIPING AND DUCTWORK PENETRATIONS. PROVIDE ESCUTCHEON PLATES FOR ALL PIPING PENETRATING FINISHED WALLS AND CEILINGS.																
(M6)	VERIFY ALL EQUIPMENT VOLTAGES WITH THE ELECTRICAL CONTRACTOR PRIOR TO ORDERING ALL HVAC EQUIPMENT. ELECTRICAL CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL POWER AND CONTROL CONDUIT FOR HVAC EQUIPMENT AS REQUIRED. HVAC CONTROLS CONTRACTOR WILL INSTALL CONTROL VOLTAGE WIRING IF REQUIRED. HVAC CONTRACTOR SHALL COORDINATE ALL REQUIREMENTS WITH ALL TRADES.																
(M7)	ONLY THE MANUFACTURERS LISTED ON CONTRACT DRAWINGS OR SPECIFICATIONS ARE APPROVED FOR BIDDING UNLESS INSTRUCTED OTHERWISE BY OWNER. ALL OTHER MANUFACTURERS WILL BE CONSIDERED AS SUBSTITUTIONS AND MUST HAVE PRIOR APPROVAL IN WRITING SUBMITTED TO THE OWNER AS SOON AS POSSIBLE BEFORE THE BID DATE.																
(M8)	FOR ALL CEILING SUPPLY AIR DIFFUSERS, PROVIDE A 2" THICK R-8 FOIL FACED INSULATION BLANKET COMPLETELY COVERING TOP OF DIFFUSERS. ALL INSULATION MATERIALS USED THROUGHOUT THE AIR DISTRIBUTION SYSTEMS SHALL BE FACTORY STAMPED WITH RELATED R VALUE.																
(M9)	MAINTAIN MANUFACTURER'S RECOMMENDED CLEARANCE AROUND HVAC EQUIPMENT. ALL DUCT SIZES NOTED ARE INSIDE CLEAR DIMENSIONS.																
(M10)	ALL INTERIOR SUPPORTS, CLAMPS AND RELATED ITEMS SHALL BE SHOP PRIMED UNLESS GALVANIZED CONSTRUCTION. ALL EXTERIOR SUPPORTS, CLAMPS AND RELATED ITEMS SHALL BE OF GALVANIZED CONSTRUCTION. COAT ANY FIELD WELDS, CUTS OR DAMAGED WITH GALVANIZED COATING WITH TWO COATS ZINC RICH CHROMATE PAINT.																
(M11)	FLEXIBLE DUCT DIAMETER SHALL MATCH THE NECK SIZE OF THE DIFFUSER TO WHICH IT CONNECTS. UNLESS NOTED OTHERWISE, THE TOTAL LENGTH OF FLEXIBLE DUCT RUN SHALL NOT EXCEED 6 FT. EXTEND HARD DUCT WITHIN 6 FT. OF THE AIR DEVICE FOR COMPLIANCE. FLEXIBLE DUCTWORK IS NOT PERMITTED FOR USE IN ANY PARTS OF THE RETURN OR EXHAUST AIR SYSTEMS. FLEXIBLE DUCTWORK MUST BE INSTALLED WITH SUPERIOR WORKMANSHIP MAINTAINING FULL CROSS SECTIONAL AREA THROUGHOUT. SUPPORT FROM STRUCTURE AT 24" INTERVALS WITH THREADED RODS AND UNISTRUTS TO ENSURE FULL CROSS SECTIONAL AREA FOR MAXIMUM AIR FLOW.																
(M12)	PROVIDE PROGRAMMABLE THERMOSTAT AT 48" AFF AT LOCATION AS SHOWN ON PLANS. VERIFY THE EXACT LOCATION AND REQUIREMENTS WITH OWNER AND/OR ARCHITECT. INSTALL WALL BOX AND CONDUIT SYSTEM REQUIRED UP TO RTUs FOR WALL MOUNTED THERMOSTAT CONTROLS. COORDINATE THE REQUIREMENTS WITH ELECTRICAL CONTRACTOR. THERMOSTAT LENNOX MODEL COMFORTSENSE 7500.																
(M13)	CONNECT NEW RTUs CONDENSATE DRAIN TO EXISTING. MODIFY, INSTALL AND/OR EXTEND TO EXISTING CONDENSATE DRAIN LINE AS REQUIRED.																
(M14)	FURNISH AND INSTALL MINI A/C SPLIT SYSTEM DAIKIN: MODEL # RXS09DVJU (MSCU-1), 4,400-8,500 BTUH, 16.0 SEER, R410A TYPE REFRIGERANT, WIRED CONTROLLER, 208V/1P/60Hz VOLTAGE INDOOR-OUTDOOR, DC INVERTER DRIVEN TWIN ROTARY COMPRESSOR, LINEAR EXPANSION VALVE, REFRIGERANT CONTROL AND DC 24V VOLTAGE INDOOR-REMOTE CONTROLLER. REFRIGERANT CONTROL AND DC 24V VOLTAGE INDOOR-REMOTE CONTROLLER. MODEL # FTXS09DVJU (WFU-1S), COOLING AIRFLOW RATE (HI-MID-LO), 246-197-148 CFM, SOUND PRESSURE LEVEL AT 3.3 FT. 38 dBA AND 11/16" CONDENSATE DRAIN PIPING CONNECTION (CD), 14F-115F DB COOLING OPERATING RANGE AND 7 YEARS COMPRESSOR/5 YEARS PARTS WARRANTY.																
(M15)	INSTALL WALL MOUNTED STAINLESS STEEL BRACKETS/BOLTS/NUTS/WASHERS FOR MSCU-1 ZORO # G3425247, MFR # AW-9501-0000 OR EQUAL. MOUNT BOLTED IN GRT/COLUMN HORIZONTAL STRUCTURAL MEMBER IN A EXTERIOR METAL WALL. FIELD COORDINATE WITH OWNER EXACT LOCATION AND MOUNTING HEIGHT PRIOR TO MAKE FINAL INSTALLATION.																
(M16)	PROVIDE SUPPORTS AND ROUTE GAS/LIQUID REFRIGERANT PIPING AND CONTROLS WIRING IN CONDUIT SYSTEM FROM MSCU-1 UP ABOVE CEILING THROUGH WALL TO WFU-1. SEAL WATER/TIGHT PIPING PENETRATIONS ON WALL WITH FLASHING. FIELD COORDINATE AND CONFIRM EXACT ROUTING OF PIPING AND CONTROLS WIRING WITH OWNER PRIOR TO MAKE FINAL INSTALLATION.																
(M17)	ADJUST AND BALANCE THE OUTSIDE AIR REQUIREMENTS PER MECHANICAL SYSTEMS THIRD PARTY TESTING AND BALANCING.																
(M18)	ELECTRICAL AND PLUMBING SYSTEM QUOTES SHALL BE INCLUDED TO MECHANICAL SYSTEM BIDS.																
(M19)	INSTALL (2)-#10, (1)-#10 GROUND, 3/4" CONDUIT CIRCUIT AND CONNECT TO EXISTING PANEL "AC" LOCATED IN FIRST FLOOR STORAGE ROOM. INSTALL 20A/1P CIRCUIT IN EXISTING PANEL "AC" POLE #23 TO SERVE NEW GFCI RECEPTACLE IN RTU-1 AND LABEL PANEL DIRECTORIES. EXISTING PANEL "AC" IS SQUARE D.																
(M20)	INSTALL (3)-#8, (1)-#10 GROUND, 1" CONDUIT CIRCUIT AND CONNECT TO EXISTING PANEL "AC" LOCATED IN FIRST FLOOR STORAGE ROOM. INSTALL 35A/3P CIRCUIT IN EXISTING PANEL "AC" POLE #25,27,29 TO SERVE NEW RTU-1 AND LABEL PANEL DIRECTORIES. EXISTING PANEL "AC" IS SQUARE D.																
(M21)	ROUTE REFRIGERANT PIPING ABOVE CEILING. FIELD COORDINATE WITH OWNER REGARDING CUTTING AND PATCHING EXISTING CEILING. CONFIRM EXACT REQUIREMENTS PRIOR TO SUBMIT BIDDING.																
(M22)	INSTALL POWER CIRCUIT AS INDICATED FOR MSCU-1/WFU-1. INSTALL 30A/2P NON-FUSED DISCONNECT SWITCH AND MOUNT ON WALL AS SHOWN. POWER TO WFU-1 SUPPLIED FROM MSCU-1. PROVIDE CONDUIT SYSTEM REQUIRED FOR CONTROLS. FIELD COORDINATE AND WITH MECHANICAL CONTRACTOR EXACT REQUIREMENTS.																
(M23)	INSTALL (2)-#12, (1)-#12 GROUND, 3/4" CONDUIT CIRCUIT AND CONNECT TO EXISTING PANEL "AC" LOCATED IN FIRST FLOOR STORAGE ROOM. INSTALL 20A/2P CIRCUIT BREAKER IN EXISTING PANEL "AC" POLE #26,28 TO SERVE NEW MSCU-1/WFU-1 AND LABEL PANEL DIRECTORIES. EXISTING PANEL "AC" IS SQUARE D.																
(M24)	ALL SUPPLY AND RETURN AIR DUCTWORK SHALL BE METAL DUCTWORK PER SPECIFICATIONS. PROVIDE ALTERNATE #1 QUOTE FOR FIBERGLASS DUCTWORK SHALL HAVE 2" THICK ALUMINUM CASING CERTAINTeed #475R4 "TOUGHGARD" WITH ANTI-MICROBIAL AGENT.																

MECHANICAL SYMBOLS	
	REFERENCE TO DETAIL AND SHEET NUMBER
	EQUIPMENT FURNISHED BY DIVISION 15
	EQUIPMENT FURNISHED BY OTHER DIVISIONS
	THERMOSTAT, 48" AFF. NUMBER DENOTES UNIT
	DUCT MOUNTED SMOKE DETECTOR WITH LIGHT
	FIRE ALARM SHUT DOWN RELAY
	ABOVE FINISHED FLOOR
	ROOFTOP UNIT
	REFRIGERANT SUCTION
	REFRIGERANT LIQUID
	CONDENSATE DRAIN PIPING
	REFRIGERANT FILTER/DRYER
	THERMOSTATIC EXPANSION VALVE
	SIGHT GLASS AND MOISTURE INDICATOR
	SUPPLY AIR DEVICE WITH TYPE AND CFM
	RETURN AIR DEVICE WITH TYPE AND CFM
	SUPPLY DUCTWORK WITH DIMENSION (WIDTH x DEPTH)
	RETURN DUCTWORK WITH DIMENSION (WIDTH x DEPTH)
	MANUAL VOLUME CONTROL DAMPER
	MOTORIZED VOLUME CONTROL DAMPER-LOW VOLTAGE
	TURNING VANE
	FIRE DAMPER
	FIRE/SMOKE DAMPER
	RETURN DUCT
	SUPPLY DUCT
	FIRE RATED WALL

MEPTech Engineering, Incorporated
 TBPE FIRM # F-10227
 5090 ADA AVENUE
 BEAUMONT, TEXAS 77708
 PHONE: (409) 679-6013
 FAX: (409) 787-0284

L. L. LASERNA
 89546
 LICENSED PROFESSIONAL ENGINEER
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MEPTech Engineering, Incorporated
 TBPE FIRM # F-10227
 5000 ADA AVENUE
 BEAUMONT, TEXAS 77708
 PHONE: (409) 679-6019
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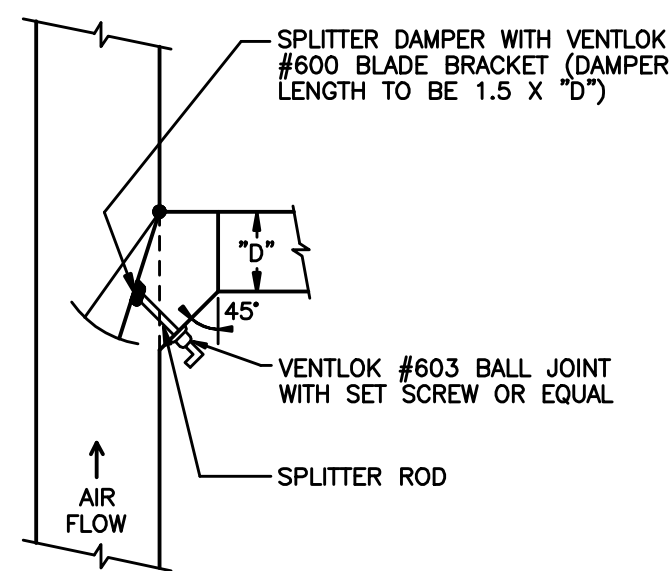


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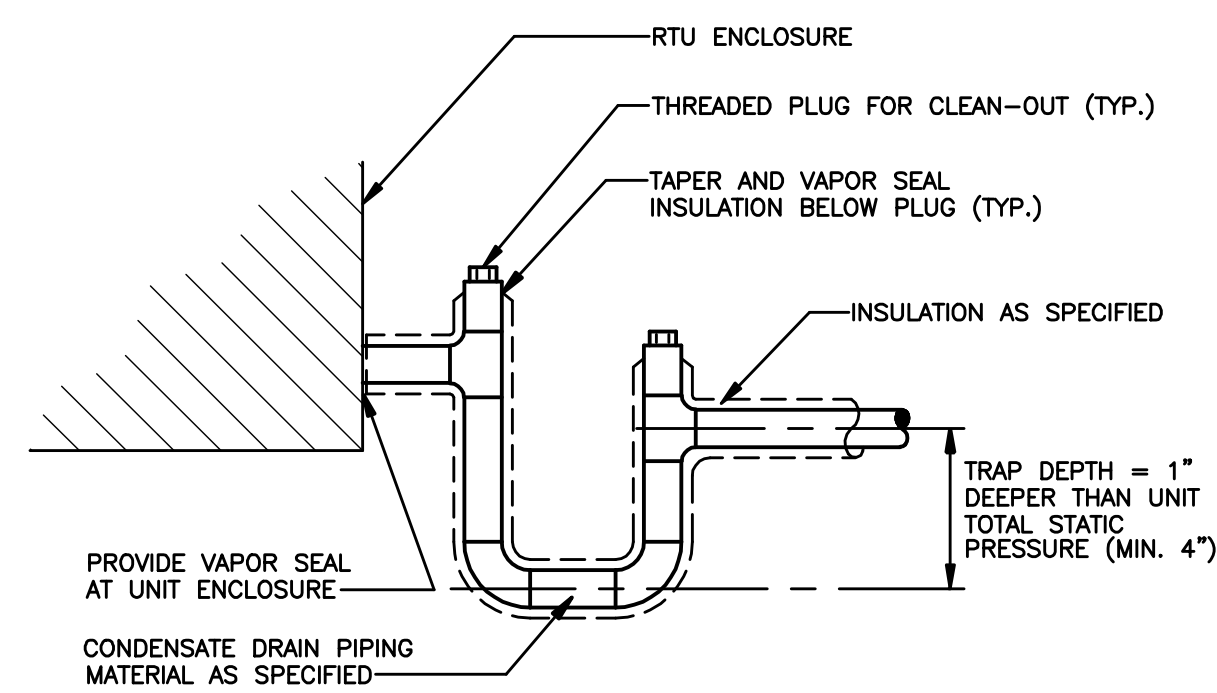
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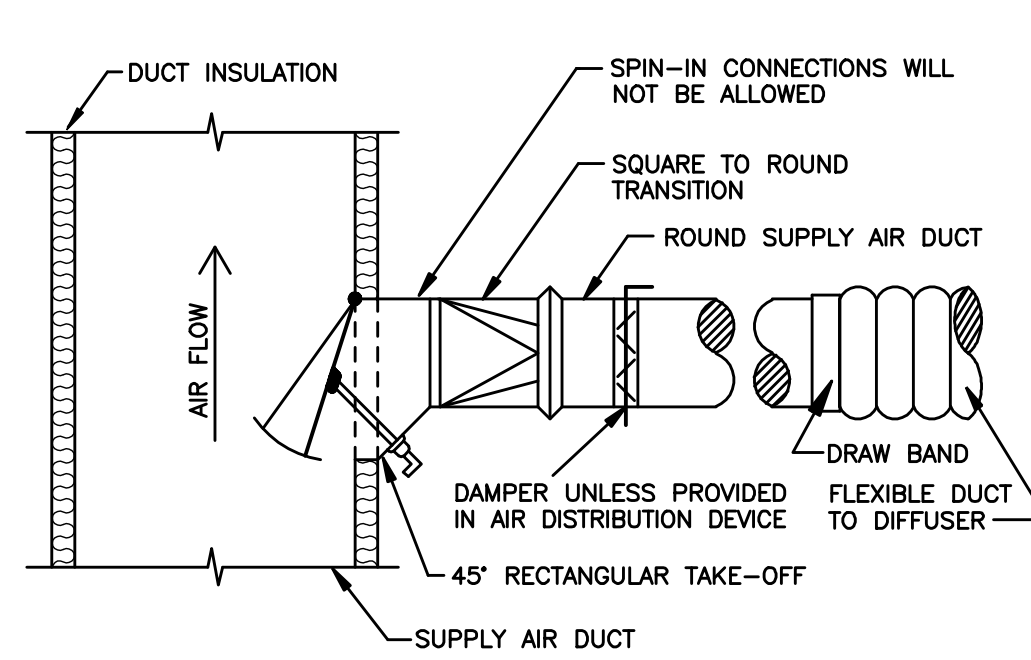


SUB-BRANCH TAKE-OFF (MAXIMUM 1000 CFM)

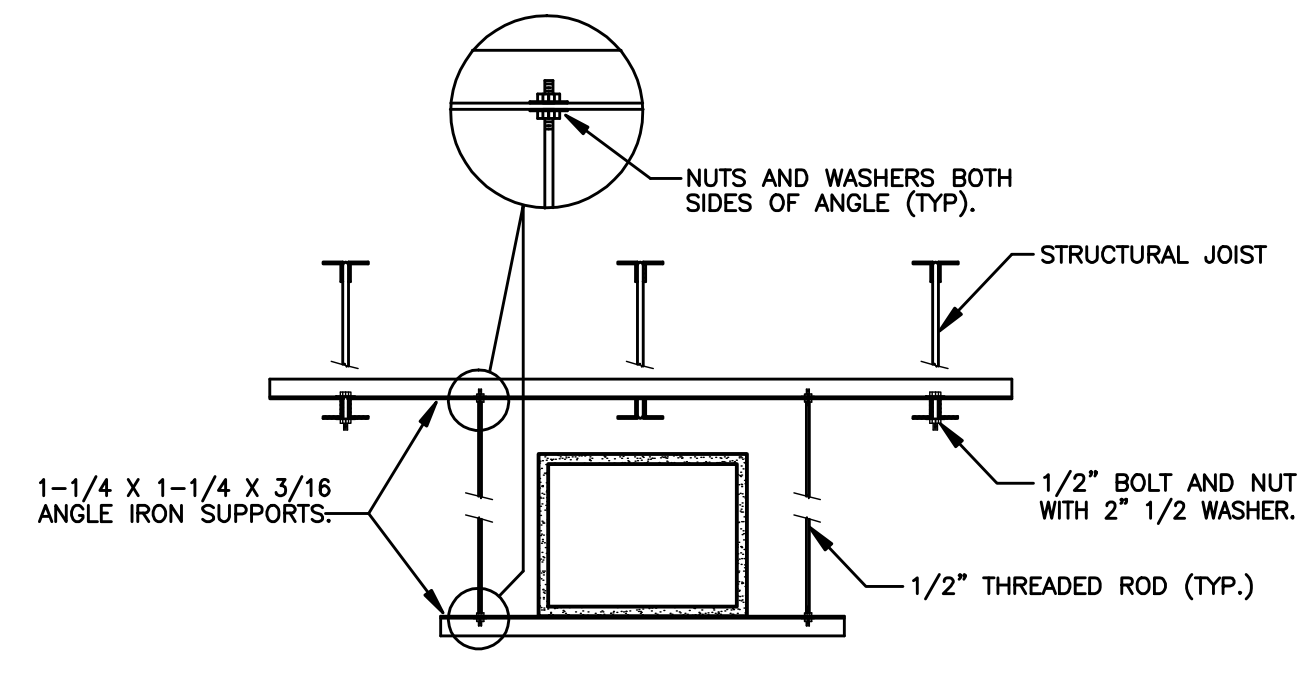
1 LOW PRESSURE DUCTS CONSTRUCTIONS
 SCALE: NOT TO SCALE



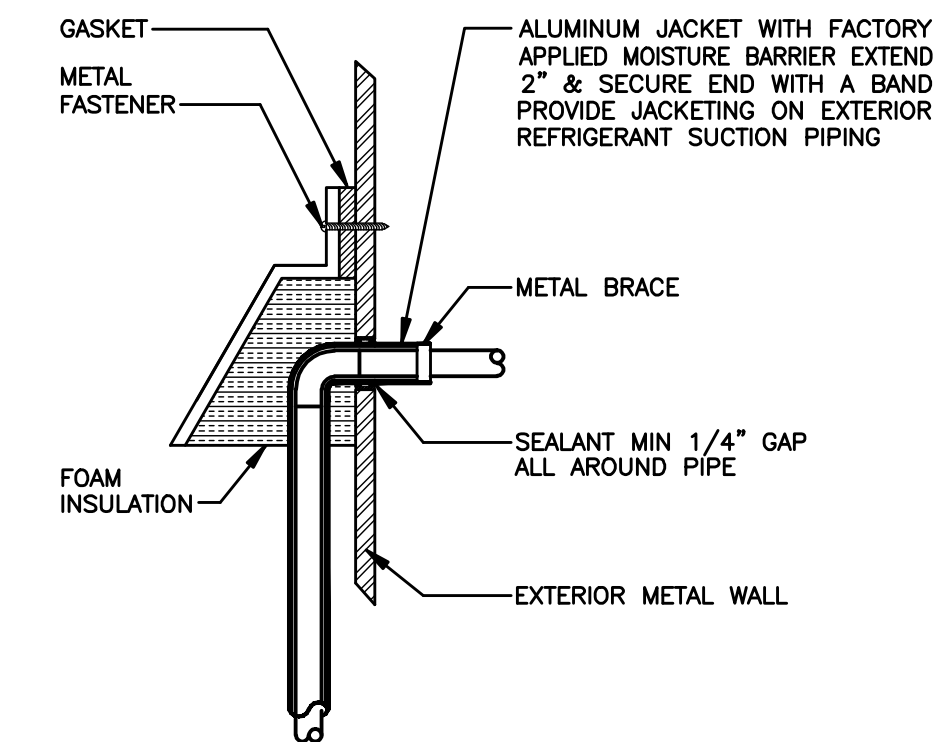
2 CONDENSATE DRAIN PIPING
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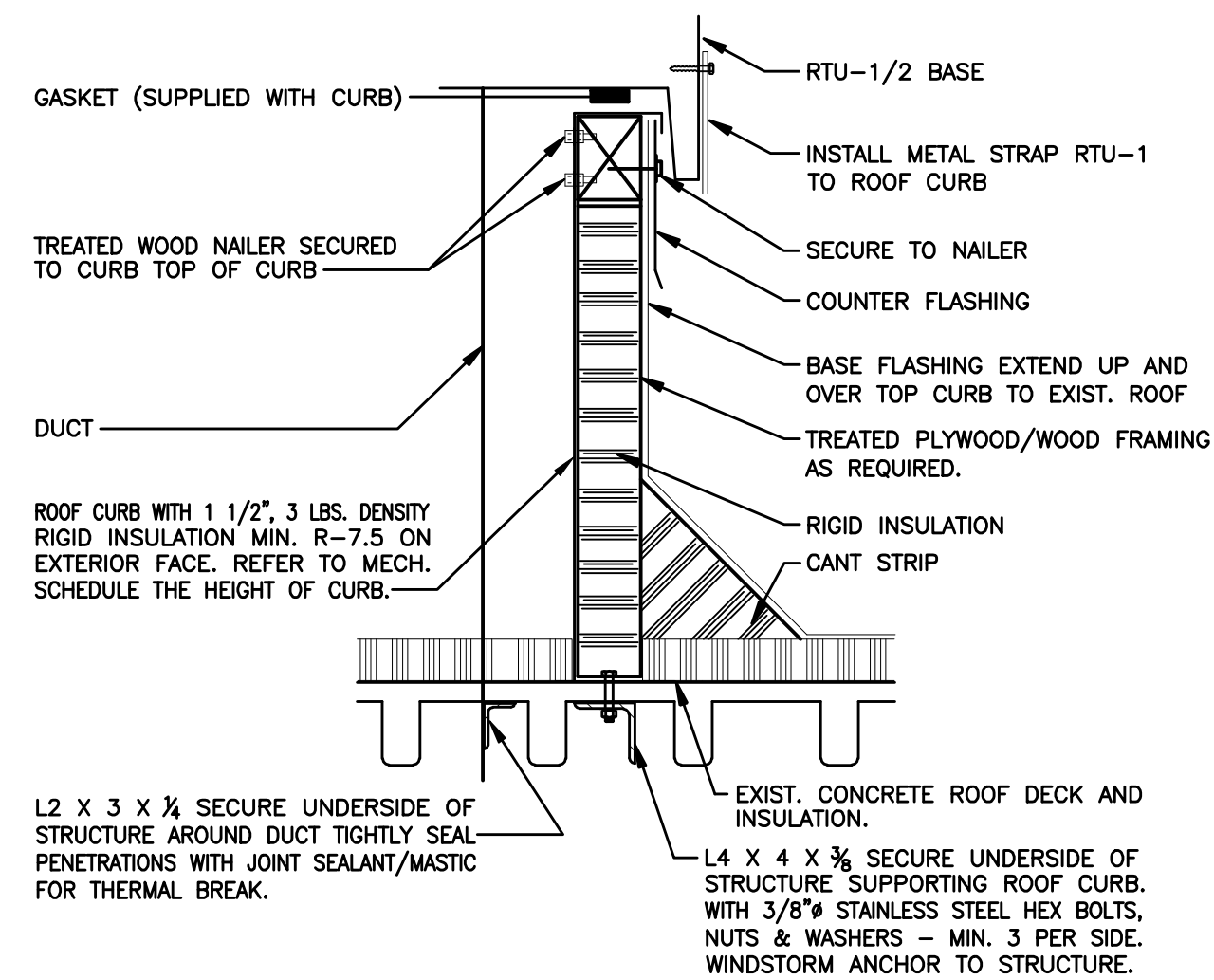
3 FLEXIBLE DUCT CONNECTION
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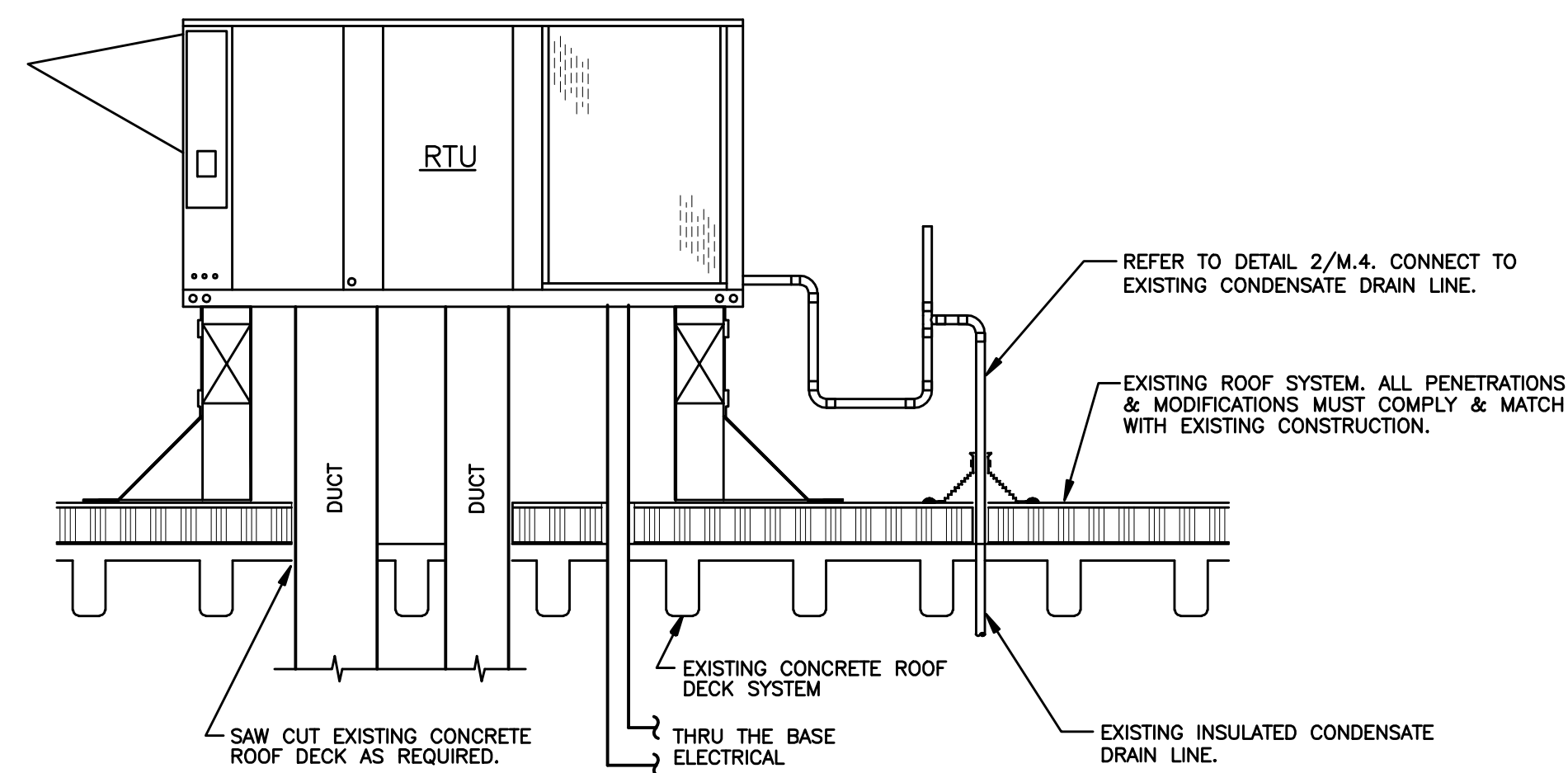
4 SUPPLY & RETURN DUCT HANGER
 SCALE: NOT TO SCALE



5 REFRIGERANT PIPING THRU EXTERIOR WALL
 SCALE: NOT TO SCALE



6 ROOF CURB DETAIL
 SCALE: NOT TO SCALE



7 ROOFTOP UNIT MOUNTING DETAILS
 SCALE: NOT TO SCALE

OUTDOOR AIR INTAKE FLOW REQUIREMENTS				
UNIT	AREA	$R_p \times P_z + R_a \times A_z = V_{bz}$	$V_{bz}/E_z = V_{oz}$	V_{ot}
RTU-1	OFFICES	$5 \times 8 + 0.06 \times 858 = 92 \text{ CFM}$	$92/1 = 92 \text{ CFM}$	92 CFM
TOTAL OUTDOOR AIR INTAKE IN CFM: RTU-1				$= 92 \text{ CFM}$
RTU-1: OUTDOOR AIR INTAKE REQUIRED PER 2015 INTERNATIONAL MECHANICAL CODE SECTION 403.3 = <u>92 CFM</u> OUTDOOR AIR INTAKE PROVIDED = <u>200 CFM</u>				
R_p = PEOPLE OUTDOOR AIR RATE: THE OUTDOOR AIRFLOW RATE REQUIRED PER PERSON FROM TABLE 403.3.1.1 IN CFM/PERSON P_z = ZONE POPULATION: THE LARGEST NUMBER OF PEOPLE EXPECTED TO OCCUPY THE ZONE DURING TYPICAL USAGE R_a = AREA OUTDOOR AIR RATE: THE OUTDOOR AIRFLOW RATE REQUIRED PER UNIT AREA AS DETERMINED FROM TABLE 403.3.1.1 IN CFM/SQUARE FEET A_z = ZONE FLOOR AREA: THE NET OCCUPIABLE FLOOR AREA OF THE SPACE OR SPACES IN THE ZONE IN SQUARE FEET V_{bz} = BREATHING ZONE OUTDOOR AIRFLOW IN CFM E_z = ZONE AIR DISTRIBUTION EFFECTIVENESS FROM TABLE 403.3.1.2 - SUPPLY OF COOL AIR = 1.0 V_{oz} = DESIGN ZONE OUTDOOR AIRFLOW IN CFM V_{ot} = OUTDOOR AIR INTAKE FLOW IN CFM				



Dock Office Renovation 1st Floor Scope of Work. **Interior Finishes**

General Notes:

- Replace all outlet & switch covers with white faceplates.
- Replace all sprinkler escutcheons.
- Wax all VCT with two applications / coats of Buckeye Castleguard.
- Install floor prep as needed for a level surface of new flooring throughout. Ardex Feather Finish or approved equal.
- Furnish construction air filters and change as requested during course of construction and (1) filter change at completion of construction.
- Remove and re-install all wall mounted emergency lights.
- Remove and re-install fire alarm components.
- Protect all items that are to remain in place.
- Any items / areas to be painted must be sanded and properly primed to receive new paint.
- Replace all door closers Norton 161BFX689TPN or approved equal (match existing layout and quantity) Verify in field.
- This Scope of Work is to be used in conjunction with drawings.
- Fire Alarm related items will be removed and re-installed by owner.
- Cameras in this work area to be removed and re-installed by owner.
- Final Clean of space upon completion.

Entry / Lobby (101):

- Remove and Re-install existing can lights.
- Remove and Re-Install Exit sign.
- Remove and replace flooring and base.
- Remove and replace door thresholds at exterior doors.
- Remove and replace exterior door weather stripping and floor sweeps.
- Sand, prime and paint existing doors and frames with (2) coats of Sherwin Williams DTM Acrylic Satin or approved equal.
- Install (1) kickplate on each exterior door and (2) on door from lobby to corridor 102. Kickplates to be 34" x 9" stainless steel.
- Install FRP on walls, inclusive of any wall prep.

Corridor (102):

- Remove existing light fixtures and install (3) 2'x2' light fixtures RAB Lighting T34FA-2X2 or approved equal.
- Remove and Replace ceiling grid and tiles.
- Remove and Re-Install Exit sign.
- Remove and replace flooring and base.
- Remove existing stone transition / threshold @room 103.
- Install vinyl underlayment or float floor so VCT is level with tile @ room 103, taper for smooth transition.
- Remove wood doors at rooms 107 & 103 with hollow metal doors and install into existing frames. Reuse existing door lock and hardware, with new door.
- Sand, prime and paint doors (existing & new) and frames with (2) coats of Sherwin Williams ProClassic Interior Acrylic Latex or approved equal.
- Install FRP on walls, inclusive of any wall prep.
- Sand, prime and paint elevator door, and frame with (2) coats of Sherwin Williams DTM Acrylic Satin or approved equal.
- Install new floor stop at exit door to entry / lobby area 101.

IT/Telecom Room (108):

- Remove and Re-install existing lights.
- Remove and replace flooring and base.
- Sand, prime and paint existing doors and frames with (2) coats of Sherwin Williams DTM Acrylic Satin or approved equal.
- Demolish existing wall chase, inclusive of drywall and framing.
- Install new sheetrock / framing to infill area of demolished chase.
- Sand, Prime and Paint new and existing sheetrock with (2) coats minimum of Sherwin Williams Superpaint semi-gloss.
- Containment/Protection of existing equipment in room is required, vacuum sanding only.

Janitor / Storage (107):

- Remove and Re-install existing lights.
- Remove and replace flooring and base.
- Adjust existing water heater piping and water heater to be placed on stand, inclusive of rewiring water heater as required.
- Install (2) new kick plates 34" x 9" (Stainless Steel)
- Sand, Prime and Paint new and existing sheetrock with (2) coats minimum of Sherwin Williams Superpaint semi-gloss
- Existing FRP to remain.



Conference / Office (104):

- Replace (3) 2'x4' light fixtures RAB Lighting T34FA-2X4 or approved equal.
- Insulate exterior walls (R-13 minimum)
- Install plywood and sheetrock to match existing.
- Patch all holes in existing sheetrock as required for smooth finish.
- Caulk windows prior to sheetrock placement and after sheetrock placement.
- Remove and replace window film on existing windows. New window film to be Light Tint with a minimum of 50% block.

Office (105):

- Replace (2) 2'x4' light fixtures RAB Lighting T34FA-2X4 or approved equal.
- Insulate exterior walls (R-13 minimum- FACED)
- Install plywood and sheetrock to match existing.
- Patch all holes in existing sheetrock as required for smooth finish.
- Caulk windows prior to sheetrock placement and after sheetrock placement.
- Remove and replace window film on existing windows. New window film to be Light Tint with a minimum of 50% block.
- Remount (1) wall outlet to framing.

Elevator:

- Remove and replace flooring.

Bathroom (103):

- Remove and Re-install existing lights.
- Sand, Prime and Paint new and existing sheetrock walls with (2) coats minimum of Sherwin Williams Superpaint semi-gloss.
- Sand, Prime and Paint new and existing sheetrock ceiling with (2) coats minimum of Sherwin Williams Superpaint eggshell.
- Install cover over existing exhaust fan.
- Fill small holes in door with Bondo wood filler or approved equal.
- Remove and replace door with new hollow metal door with new hinges, privacy hardware and occupancy indicator.
- Sand, prime and paint existing frame with (2) coats of Sherwin Williams DTM Acrylic Satin or approved equal.
- Existing wall and floor tile to remain.



Alternate #1 Bathroom(103):

- **Remove and replace wall and floor tile with MAPEI epoxy grout, Daltile Calgary Porcelain 1'X2' – Stone Look. Tile height and layout to match existing with Schluter Quadec (with inside corners) at top and cove base (P36C9) at bottom Half Bond Pattern. Tile to VCT transition strip Schluter Reno-V anodized aluminum. Schluter strips to match the depth of tile.**
- **Remove and replace mirror Bobrick B-290-2436**
- **Remove existing sheetrock behind tile completely and install tile backer board (cement).**
- **Remove and replace soap dispenser. Bobrick B-2112**
- **Remove and replace paper towel dispenser Bobrick B-359033**
- **Remove and Replace Light Fixture with 2'x4' Even-Glow 60w (white), with surface mount kit or approved equal.**
- **Remove light fixture above sink and terminate into j-box in wall.**
- **Remove and replace wall hung sink & faucet. American Standard Lucerne 20-1/2" or approved equal. American Standard Colony Pro Center set – Brushed Nickel or approved equal. Rework plumbing piping as need to rework the tile and install new sink.**
- **Remove and reinstall the toilet with new gaskets and fasteners.**
- **Install new 36" & 42" grab bar with new wood blocking in wall.**
- **Any items installed must be attached to studs or wood blocking, wall anchors are not an acceptable form of attachment.**