

Invitation to Bid

NOTICE TO BIDDERS

Union County Public Schools

Invitation for Bids- IFB No. 6-97648053

Union County Public Schools is soliciting **sealed bids** from qualified vendors to provide **Rooftop replacement at Monroe High School Auxiliary Gym at 1 High School Dr. Monroe, NC 28112.**

Sealed bids will be received by the **Union County Public Schools/Facilities Department**, located at **201 Venus St. Monroe, NC 28112**, until **2:00 PM on Monday, March 2, 2026**, at which time and place all bids will be publicly opened and read aloud. Bids received after the stated deadline will not be accepted.

Bid documents, specifications, and submission requirements may be obtained beginning **Wednesday, February 11, 2026**, by accessing: eVP North Carolina Solicitations <https://evp.nc.gov/solicitations/>

Purchasing Department / Lynn Elms

facilitiesbids@ucps.k12.nc.us

All bids must be submitted in a sealed envelope clearly labeled:
“IFB No. 6-97648053: Rooftop Replacement – DO NOT OPEN”

A **mandatory pre-bid meeting** will be held on **Monday, February 16, 2026 at 10:00 AM EST** at **Monroe High School- Front Office, 1 High School Dr. Monroe, NC 28112**, for the purpose of reviewing project requirements and answering questions.

Union County Public Schools reserves the right to reject any or all bids, to waive informalities, and to award the contract as deemed in the best interest of the district.

Lynn Elms

Director of Purchasing and Contracts
Union County Public Schools



UNION COUNTY PUBLIC SCHOOLS

INVITATION FOR BID # 6-97648053

DATE ISSUED: FEBRUARY 11, 2026


MONROE HIGH SCHOOL ROOFTOP REPLACEMENT

Direct all inquiries concerning this IFB to:

Lynn Elms

Director of Purchasing & Contracts

Email: facilitiesbids@ucps.k12.nc.us

	<p>Union County Public Schools (UCPS) Facilities Department 201 Venus Street Monroe NC, 28112</p> <p>Request for Proposal #: 6-97648053</p>
<p>Request for Proposal Description: Rooftop Replacement</p>	<p>Date of Issue: February 11, 2026</p>
<p>Bid Opening Date: March 2, 2026</p>	<p>BID Opening Time: 2:00 PM</p>
<p>Refer ALL Inquiries regarding this IFP to: Lynn Elms: Director of Purchasing & Contracts Email to: facilitiesbids@ucps.k12.nc.us</p>	

NOTICE TO BIDDERS

Bids are subject to rejection unless submitted on this form. Failure to submit a bid in accordance with the instructions throughout this document shall constitute just cause to reject bid. See below for bid/proposal submitting instructions. Bids submitted via facsimile (FAX) machine or email in response to this Invitation for Bids will not be acceptable.

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned offers and agrees to install, furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- This bid is submitted competitively and without collusion (G.S. 143-54), none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- It and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter

64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies they will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS and the NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of the IFB, along with the written results of any negotiations, shall become part of the written agreement between the parties (“Contract”). If applicable, the North Carolina General Terms and Conditions are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least 45 days from date of bid opening, unless otherwise stated. After this time, any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB .

1.0 PURPOSE AND BACKGROUND

The intent of this solicitation is for Union County Public Schools to award a contract for the Monroe High School Rooftop Replacement.

Work shall consist of furnishing all labor, taxes, materials, equipment, services, permits, removal of existing unit, incidental and implied for Union County Public School Facilities Roof Replacement.

Bid shall be submitted in accordance with the terms and conditions of the IFB and any addendum issued hereto.

2.0 GENERAL INFORMATION

2.1 Invitation for Bid Document

This IFB is comprised of the base IFB document, any attachments, and any addenda released before contract award, which are incorporated herein by reference.

2.2 Taxes

UCPS is **NOT** tax-exempt. Unless otherwise indicated, tax must be computed and added to your proposal. Any itemized shipping charges are also subject to tax. When invoiced, tax should be invoiced as a separate line item.

2.3 Notice to Vendors Regarding IFB Terms and Conditions

It shall be the Vendor's responsibility to read the Instructions to Vendors, and the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the Bid Questions Section. If UCPS determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. UCPS may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, UCPS rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendor's instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above). UCPS may exercise

its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive.

2.4 IFB Schedule

The table below shows the intended schedule for this IFB. UCPS will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue	UCPS	February 11, 2026
Hold Pre-Bid Meeting/Site Visit	UCPS	February 16, 2026 10:00 AM
Submit Written Questions	Vendor	February 20, 2026 by 12:00 PM
Provide Response to Questions	UCPS	February 23, 2026 by 12:00 PM
Bid Proposal Due Date	Vendor	March 2, 2026 by 2:00 PM
Contract Award	UCPS	Pending UCPS Board Approval

2.4 Site Visit or Pre-Bid Conference

A site visit or pre-bid conference has been scheduled as follows and is **MANDATORY**:

Date	Time	Location	Where to Meet
February 16, 2026	10:00 AM	Monroe High 1 High School Dr Monroe, NC 28112	Front Office

2.5 Bid Questions

Upon review of the IFP documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the above IFB Schedule Section above, unless modified by an Addendum.

Written questions must be emailed to the contact listed below by the date and time specified above in Section 2.3 RFP Schedule. Vendors should format the subject of the email as follows: **“IFB #6-9648083 “Rooftop Replacement Questions”**. Question submittals should include a reference to the applicable IFB section and be submitted in the following format: IFB Section, Page Number – Vendor Question.

Contact Name	Contact Title	Contact Email Address
Lynn Elms	Director of Purchasing & Contracts	facilitiesbids@ucps.k12.nc.us

No information, instruction or advice provided orally or informally by any UCPS personnel, whether made in response to a question or otherwise in connection with this IFB shall be considered authoritative or binding. Vendors shall rely on written material contained in the IFB and an addendum to this IFB.

2.6 Bid Submittal

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. The time and date of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid deadline will be rejected.

CAUTION: Vendors are cautioned that bids sent by U.S. Mail, including Express Mail, may not be delivered to the UCPS Facilities/Purchasing Office in time to meet the required bid closing date and time. All Vendors are urged to take the possibility of delay into account when submitted bids by the U.S. Postal Service, courier, or other delivery service.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. General Statutes 66-152 and other information exempted from the Public Records Act pursuant to N.C. General Statutes 132-1.2 Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statues set forth above. However, under no circumstances shall price information be designated as confidential.

If the vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Bids for this project will be received by the UCPS Facilities/Purchasing Department until the date and time listed below. At that time, the bids will be opened and evaluated. A bid tab will also be prepared.

Bid Closing Date	Bid Closing Time (Eastern Standard Time)
March 2, 2026	2:00 PM

Sealed bids must be sent to
Union County Public Schools
Attn: Facilities/Lynn Elms
201 Venus Street
Monroe NC, 28112

Please note on the envelope:
Bid # 6-97648053 Rooftop Replacement
Bid Closing Date: March 2, 2026, 2:00 PM

Delivered bids must be delivered to:

**Union County Public
 Schools Attn: Facilities/Lynn
 Elms
 201 Venus Street
 Monroe NC, 28112**

Delivered bids will be accepted at the UCPS Facilities Department at Visitor Entrance only. Bids may be delivered Monday – Friday from 7:30 a.m. through 4:00 p.m. Bid proposals will not be accepted after the bid closing time on the bid closing date.

2.7 Bid Contents

Vendors shall complete the bid proposal form, and all indicated attachments and include all authorized signatures where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in UCPS rejecting the Vendor’s bid, in UCPS’ sole discretion.

Mailed, delivered, and bid submission must contain:

Item Description	Required (Yes or No)
IFB Page 2 – Acceptance of Bids	Yes
Title Page that includes the company name, address, phone number, and authorized representative along with the Bid Number	Yes
Completed and Signed Attachment: Bid Proposal Form	Yes

General Contractor License	Yes
Completed and Signed Attachment: HUB Supplemental Vendor Information – All applicable forms	Yes

5% Bid Bond Form (<i>Required for all bids of \$300,000.00 or more</i>)	Yes
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Mailed or delivered bid submissions must contain the following copy requirements:

Item	Required (Yes or No)
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Original Signed Hard Copy	Yes
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3.0 Method of Award and Bid Evaluation Process

3.1 Method of Award

North Carolina G.S. 143-52 provides a general list of criteria Union County Public Schools shall use to award contracts, as supplemented by the additional criteria herein. The Goods and Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in Union County Public Schools' best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single vendor UCPS reserves the right to make separate awards to different Vendors for one or more-line items, to not award one or more-line items, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to UCPS to do so.

UCPS may reject any bid or bids, with or without cause, if deemed in the best interest of the district.

3.2 Confidentiality and Prohibited Communications During Evaluation

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation.

Each Vendor submitting a bid to this IFB including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency, other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the Board of Education) or private entity, if the communication refers to the content for Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with the provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are exempt from this provision.

3.3 Proposal Evaluation Process

UCPS will conduct an evaluation of responsive Proposals, as follows:

- a) UCPS shall review the responses to this IFB to confirm that they meet the specifications and requirements. UCPS reserves the right to waive any minor informality or technicality.
- b) Proposals are requested for the items as specified. UCPS reserves the right to reject any proposal on the basis of fit, form and/or function, as well as cost.
- c) For all responses that pass the initial review process, UCPS will review and assess the Vendors' pricing. UCPS may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the quote.

Vendors are cautioned, however, UCPS is not required to request clarification, and often does not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor. Prices quoted cannot be altered or modified as part of a clarification.

- d) Proposals will be evaluated, based on the award criteria identified by UCPS.

Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to UCPS.

Vendors are cautioned that this is an invitation to bid not a request or an offer to contract, and UCPS reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of UCPS.

3.4 Interpretation of Terms and Phrases

This IFB serves two (2) functions: (1) to advise potential Vendors of the parameters of the solution being sought by UCPS; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall”, “must”, and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, UCPS will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy UCPS needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in UCPS exercising its discretion to reject a bid in its entirety.

4.0 Requirements

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for UCPS to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.5 Bid Questions.

4.1 Pricing

Bid price shall constitute the total cost to UCPS for the complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete Attachment: Proposal Bid Form and include in Vendor’s response.

4.2 HUB Participation

Pursuant to North Carolina General Statute G.S. 143-48, it is UCPS policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support UCPS Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete Attachment: HUB Supplemental Vendor Information.

4.3 Vendor’s Responsibility

If Vendor’s bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of UCPS under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as is

specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies, and materials necessary for the Vendor to provide and deliver the Service and/or other Deliverables.

5.0 Specifications and Scope of Work

5.1 Project

Rooftop Replacement – Monroe High

5.2 Scope

Work shall consist of removing existing HVAC units and all related rooftop components and providing complete installation of new rooftop units at Monroe High School Auxiliary Gym, per engineer's specifications. The contractor will furnish all labor, equipment, materials, and related services required for a fully operational replacement system in accordance with the engineer's specifications. Work to include removal, installation, electrical and control connections, startup, testing, and delivery of all required closeout documentation.

5.3 Safety Regulations

The Vendor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor.

5.4 License and Permits

The Vendor shall hold the appropriate license of work to be performed and shall secure all permits required for the job completion, obtain, and deliver to Union County Public Schools, all certification of inspection issued by the Authorities Having Jurisdiction.

5.5 Scheduling

The Contractor must submit a precise time schedule as to when specific work will occur in specific areas within the building. This will be used to coordinate the work with the occupants of the building. The Maintenance Project Manager or building Administrator may alter the schedule at any time to maintain the work process within the facility. Work must be scheduled during hours that are acceptable to the school Administrator and Maintenance Project Manager. The Union County Board of Education shall not incur any additional cost due to scheduling.

All work must be scheduled to avoid safety concerns and disruption of classroom instruction time and/or operation times. If required, all permits and inspections will be the responsibility of the contractor, and copies of permits and final inspection will be submitted to UCPS prior to final payment.

5.6 Liquidated Damages

Time is of the essence. The contractor shall complete work on site within the allotted time.

Liquidated damages shall be assessed for each calendar day beyond the substantial completed date in the amount of \$500.00 per day. Liquidated damages shall be assessed for final completion beyond the final completion date in the amount of \$500.00 per day.

5.7 Workers on the Job

All employees of the Vendor shall, while on Union County Board of Education property, act in a professional and courteous manner. All workers shall be expected to dress appropriately for a school site

while on Board property. Also, all employees of the Vendor must sign-in in the main office upon entering the facility and sign-out in the main office upon leaving the property. Any employee of the Vendor may be told to leave the property by either the school administration or responsible department director if they do not follow the above procedure. The employee shall be replaced with another Vendor employee at no additional cost to the Union County Board of Education. Smoking, vaping, or the use of tobacco products is prohibited on UPCS' property.

5.8 Equipment and Tools

The Vendor shall not use equipment or tools owned by the UCPS. Also, employees of UCPS shall not be utilized by the Vendor except for opening locked doors or giving directions.

5.9 Clean Up

The work area shall be cleaned after each service visit so that the Union County Board of Education shall not incur any additional cost to clean the treated area. Also, the Vendor shall make minimal use of UCPS' trash receptacles. All large trash items and Vendor used materials shall be properly disposed of off the property. Onsite dumpsters shall not be used.

5.10 Changes During Service Contract Period

Changes during the service contract period shall only be made by written direction signed by UCPS. No additional cost to the contract shall be allowed unless accepted in writing by UCPS before work has begun.

5.11 Contract Terms

Price must be applicable for the term agreed upon by both parties.

5.12 Performance of Work

All work shall be performed at the highest level of quality. UCPS shall be responsible for determining the quality of work and may notify the Vendor of the same. **ANY WORK COMPLETED THAT IS NOT SUITABLE TO THE OWNER SHALL BE REPEATED BY THE VENDOR AT NO COST TO UNION COUNTY PUBLIC SCHOOLS.** Any damage to existing area or utilities will be the responsibility of the Vendor. No Exceptions.

5.13 Specifications

See Exhibit 1

Contractor must adhere to the guidelines within these specifications. Failure to do so will result in default of payment of Union County Board of Education and/or cancellation of this contract.

The Union County Board of Education reserves the right to reject any or all bids or any or no reason.

Exhibit 1

Scope of Work

I. READ, REVIEW AND COMPLY

It shall be the Vendor's responsibility to read this entire document; review all enclosures, attachments, and any Addenda; and comply with all requirements specified, whether appearing in these Instructions to Vendors or elsewhere in the Solicitation document. Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

II. REQUEST FOR OFFERS

Vendors are cautioned that this is a request for Offers, not an offer or request to contract, and Union County Public Schools reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of Union County Public Schools. By submitting Your Bid or Proposal, you are offering to enter into a contract with Union County Public Schools.

The Contract is a separate document that represents the Vendor and Union County Public Schools' entire agreement. If Your bid is accepted and results in a Contract, you will be expected to accept the North Carolina General Terms and Conditions included in the Solicitation document as part of the Contract. Depending upon the good or service being offered, other terms and conditions may apply.

III. DUTY TO INQUIRE

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation for any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by Addendum. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to Union County Public Schools' attention.

IV. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

The following definitions, acronyms, and abbreviations may be used within the Solicitation document.

1. **AGENCY SPECIFIC TEAM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
2. **ADDENDUM:** a document issued to supplement or modify the original Solicitation document. Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope changes to the Solicitation.

3. **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
4. **BUYER:** The employee of Union County Public Schools or Other Eligible Entity that places an order with the Vendor.
5. **CONTRACT:** A Contract resulting from or arising out of Vendor responses to this Solicitation.
6. **CONTRACT ADMINISTRATOR:** A representative of the Agency who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
7. **CONTRACT MANAGER:** A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
8. **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns the commodity in transit and files any claims. Vendor pays all freight and any related transportation charges. A Solicitation may request that a Vendor separately identify freight charges in its bid, but no amount of charge not included as part of the total bid price will be paid.
9. **HUB:** Historically Underutilized Business <https://ncadmin.nc.gov/business/hub>
10. **IFB:** Invitation for Bids (a type of Solicitation document)
11. **LOT:** A grouping of similar products within this Solicitation document.
12. **OFFER:** The bid or proposal submitted in response to this Solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
13. **OFFEROR:** The single legal entity submitting the Offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer to Contract.
14. **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
15. **QUALIFIED BID/PROPOSAL:** A responsive bid submitted by a responsible Vendor.
16. **RESPONSIBLE:** Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the Solicitation.
17. **RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the Solicitation in all respects to be considered by the State for award.
18. **RFI:** Request for Information (an information gathering tool that does not result in a contract)
19. **RFP:** Request for Proposals (a type of Solicitation document)
20. **RFPQ:** Request for Pre-Qualifications (a type of Solicitation document)
21. **RFQ:** Request for Quotes (a type of Solicitation document)
22. **STATE:** The State of North Carolina, including any of its sub-units (Union County Public Schools) recognized under North Carolina law.
23. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, institutions, boards, commissions, universities, and units of the State.

24. **VENDOR:** The supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Solicitation document. Following award of a contract, the term refers to an entity receiving such an award.
25. **WORK:** All labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
26. **YOU and YOUR:** Offeror

V. INTERPRETATION OF TERMS AND PHRASES

The Solicitation document serves to advise potential Vendors of the parameters of the solution being sought by Union County Public Schools. The use of phrases such as "shall," "must," and "requirement" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, Union County Public Schools will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy Union County Public Schools needs as described in the Solicitation. Except as specifically stated in the Solicitation, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in Union County Public Schools exercising its discretion to reject a bid in its entirety.

VI: BID SUBMISSION

1. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the Vendor and answer questions or provide clarification concerning the Vendor's bid.
2. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror.
 - a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
 - b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
 - c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
 - d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
 - e) If any Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the proposal.

3. **EXECUTION:** Failure to sign the Execution page in the indicated space may render an Offer nonresponsive, and it may be rejected.
4. **BID IN ENGLISH and DOLLARS:** Offers submitted in response to this Solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.
5. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
6. a) Vendor shall bear the risk for the late submission due to unintended or unanticipated delay – whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. **It is the Vendor's sole responsibility to ensure that its bid has been received by this Office by the specified time and date of opening.** The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected.
a) For proposals submitted via U.S. mail, vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the Union County Public Schools facilities office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service.
7. **DETERMINATION OF RESPONSIVENESS:** Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost of Union County Public Schools cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.
8. **CONTENTS OF OFFER:**
 - a) Offers should be complete and carefully worded and should convey all of the information requested.
 - b) Offers should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content.
 - c) If Your Offer includes any comment over and above the specific information requested in the Solicitation, You are to include this information as a separate appendix to Your Offer. Offers which include either modifications to any of the Solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award at Union County Public Schools discretion.
9. **MULTIPLE OFFERS:** If specifically stated in the Solicitation document, Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements.

10. **CLARIFICATION:** Union County Public Schools may elect to communicate with You after bid opening for the purpose of clarifying either Your Offer or the requirements of the Solicitation. Such communications may be conducted only with Offerors who have submitted an Offer which obviously conforms in all material aspects to the Solicitation. Clarification of an Offer must be documented in writing and included with the Offer. Clarifications may not be used to revise an Offer or the Solicitation.
11. **ACCEPTANCE AND REJECTION:** Union County Public Schools reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.
12. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B.0501, Union County Public Schools reserves the right to reject any and all Offers, in whole or in part, by deeming the Offer unsatisfactory as to quality or quantity, delivery, price or service offered, noncompliance with the requirements or intent of this Solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to Union County Public Schools, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of Union County Public Schools .
12. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the Solicitation document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature, and/or complete specifications covering the goods and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the Solicitation. Failure comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.
13. **WITHDRAWAL OF BID OR PROPOSAL:** Proposals submitted electronically may be withdrawn at any time prior to the date for bid opening identified on the cover page of this Solicitation document (or such later date included in an Addendum). Proposals that have been delivered by hand, U.S. Postal Service, courier, or other delivery service may be withdrawn only in writing and if receipt is acknowledge by the office issuing the Solicitation document prior to the time for opening identified on the cover page of the Solicitation document (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after bid opening shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

14. **COST FOR BID OR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting Offers are the Vendor's sole responsibility.
15. **INSPECTION AT VENDOR'S SITE:** Union County Public Schools reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for Union County Public Schools' determination that such equipment, item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
16. **RECYCLING AND SOURCE REDUCTION:** It is the policy of Union County Public Schools to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
17. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of Contract award, each out-of-State Vendor that is a corporation, limited liability company, or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only as isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
18. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit Your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
 - a) If paper copies are requested, all copies of the bid are printed double sided. All submittals and copies are printed on recycled paper with a minimum postconsumer content of 30%.
 - b) Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recycled or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ring binders, glued materials, paper clips, and staples are acceptable.
 - c) Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

19. **HISTORICALLY UNDERUTILIZED BUSINESS (HUB):** Union County Schools is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non -profit work centers for the blind and severely disabled. In particular, Union County Public Schools encourages participation by Vendors certified by the State Office of Historical Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.
20. **RECIPROCAL PREFERENCE:** G.S.13-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the bid of a vendor resident in the state. Residency is determined by a Vendor's "Principal Place of Business," defined as the principal place from which the overall trade or business of the Vendor is directed to managed.
21. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State:
 - a) Any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and
 - b) Any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81.

A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

22. **VALID TAXPAYER INFORMATION:** All persons or entities desiring to do business with Union County Public Schools must provide correct taxpayer information on North Carolina specified forms.
23. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities available as well as notifications of status changes to those Solicitations. Online registration and other purchasing information is available at the following website: <https://evp.nc.gov>
24. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Union County Public Schools Purchasing Bids and Proposals website. Tabulations will normally be available at this website no later than one working day after the bid opening. If negotiation is anticipated under 01NCAC05B.0503, pricing may not be public until award. Lengthy or complex tabulations may be summarized, with other details not made available on the Union County Public Schools Purchasing Bids and Proposals

website. Requests for additional details or information concerning such tabulations cannot be honored.

25. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, Union County Public Schools will maintain as confidential trade secrets in bids that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked confidential, Union County Public Schools will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
26. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this Solicitation. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of Union County Public Schools concerning the Solicitation, during the evaluation of the bids. (i.e., after the public opening of the bids and before the award of the contract), unless Union County Public Schools directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the Solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this Solicitation. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this Solicitation are permitted.
27. **INFORMAL COMMENTS:** Union County Public Schools shall not be bound by informal explanations, instructions, or information given at any time by anyone on behalf of Union County Public Schools during the competitive process or after award. Union County Public Schools is bound only by information provided in writing in this Solicitation document and in formal Addenda.
28. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this Solicitation or those in any resulting Contract documents, the order of precedence shall

be (high to low) (1) any special terms and conditions specific to this Solicitation document, including any negotiated terms, (2) requirements and specifications and administration, (3) North Carolina General Terms and Conditions in North Carolina General Terms and Conditions, (4) Instructions to Vendors, (5) Pricing, and (6) Vendor's Bid.

29. **ADDENDUM:** Critical updated information may be included in Addendum to the Solicitation. It is important that all Vendors bidding on the Solicitation periodically check for any Addendum that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in the Solicitation document and all Addendum thereto. Vendors are also responsible for obtaining and complying with all Addendum and other changes that may be issued concerning the Solicitation.
30. **ORAL EXPLANATIONS NON-BIDDING:** Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a Solicitation will be furnished promptly to all other prospective Offerors. See clause herein entitled "Duty to Inquire". Union County Public Schools will not identify You in its answer to Your question.
31. **MAXIMUM COMPETITION:** Union County Public Schools seeks to permit the maximum practicable competition. Offerors are urged to advise Union County Public Schools, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. If Union County Public Schools determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an Addendum.
32. **FIRM OFFER:** Vendor's bid shall constitute a firm offer. By execution and delivery of a bid in response to a Solicitation, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have not force or effect, and will be disregarded. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.
Union County Public Schools Form of Proposal

By submitting this proposal, the potential contractor certifies the following: 1) this proposal is signed by an authorized representative of the firm, 2) It can obtain and will submit to Union County Public Schools insurance certificates as required, within five (5) calendar days after the notice to award. 3) all taxes have been determined and are included in the proposed cost 4) the potential contractor has read and understands the conditions set forth in this IFB and agrees to them with no exceptions.

Contractor's Name

Federal ID Number

Address

City

State

Zip Code

Email

Telephone Number

Fax Number

Principal Place of Business if Different from Above

Printed Name

Title

Signature

Date

Attest: (Corporate Seal)

By

License #

Title

PART III: PROCUREMENT OF SERVICES – SUBCONTRACTORS

For *Services* procurements, are you using Subcontractors to perform any of the services being procured under this selection? Yes No

If *yes*, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB Certified?	Percent of Total Bid Price

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at 984-236-0130 or huboffice.doa@doa.nc.gov

Company Name: _____

Bid No.: 6-97648053

____ Bid Submittal Form

____ Affidavit A or B

____ Identification of Minority Business Form

____ 5% Bid Bond

____ General Contractor Licenses

COST PROPOSAL/EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the proposal is signed by an authorized representative of the firm. The cost and availability of all equipment, materials, supplies, taxes, etc. associated with performing the services described herein have been determined and included in the proposed cost. All labor costs, direct and indirect (including sales tax), have been determined and included in the proposed cost. The offeror is aware of prevailing conditions associated with performing these services. The potential contractor has read and understands the conditions set forth in this bid and agrees to them with no exceptions.

Therefore, in compliance with this Invitation for Bid and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within **60** days from the date of the opening, to furnish the subject services for a cost not to exceed:

BASE BID: \$ _____
BID Allowance \$ _____ Allowance Amount 10% of BID

ALL INCLUSIVE TOTAL \$ _____ (discount may be included)

Consecutive calendar days required to achieve Final Completion from issuance of Notice to Proceed:
_____ calendar days.

ADDENDA ACKNOWLEDGEMENT

ADDENDUM 1: _____ ADDENDUM 2: _____ ADDENDUM 3: _____ ADDENDUM 4: _____

EXECUTION

OFFEROR: _____ FEDERAL ID NO. _____

LICENSE DESCRIPTION: _____ LICENSE NO. _____

ADDRESS: _____ CITY, STATE, ZIP _____

TELEPHONE NUMBER: _____ MOBILE: _____ EMAIL: _____

BY: _____ DATE: _____ TITLE: _____

(Signature)

(Typed or printed name)

MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

APPLICATION:

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

MINORITY BUSINESS SUBCONTRACT GOALS:

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

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

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

OR

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

OR

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

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

MINIMUM COMPLIANCE REQUIREMENTS:

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

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

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

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

County of _____

(Name of Bidder)

Affidavit of _____

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

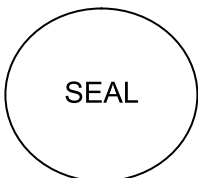
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

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

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

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

Date: _____ Name of Authorized Officer: _____
Signature: _____
Title: _____



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

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

County of _____

Affidavit of _____

(Name of Bidder)

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

_____ contract.

(Name of Project)

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

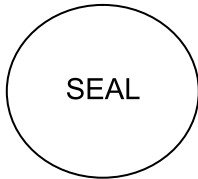
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

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

County of _____

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

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

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

Project ID# c. _____ (Project Name) Amount of Bid \$ _____

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

Attach additional sheets if required

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

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

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

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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

SEAL Title: _____

State of _____ County of _____

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

Notary Public. _____

My commission expires, _____

State of North Carolina AFFIDAVIT D - Good Faith Efforts

County of _____

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

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

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

(Project Name)
Project ID# _____ Amount of Bid \$, _____

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

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

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

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

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

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

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

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

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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public _____

My commission expires _____

APPENDIX

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application#: _____ Period: _____

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

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

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

Date: _____ Approved/Certified By: _____

Name

Title

Signature

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT

**DOCUMENT 00 43 13
BID SECURITY FORM**

**Date of Execution of
this bond**

**Name and Address of
Principle (Bidder)**

**Name and Address
of Surety**

**Name and Address of
Contracting Body**

TIIB UNION COUNTY BOARD OF EDUCATION a body corporate of the
State of North Carolina,
201 Venus Street Momoe, NC 28112

**Amount of Bond
Bid Amount
and Proposal Dated:**

_____ for _____

KNOW ALL MEN BY TIIBSE PRESENTS, that we the PRINCIPLE above named and SURETY above named who is duly licensed to act as SURETY in the State of North Carolina, are held and firmly bound unto TIIB UNION COUNTY BOARD OF EDUCATION, a body corporate of the State of North Carolina, as Obligee, in the penal sum of five percent (5%) of the amount bid in the bid and proposal described in lawful money of the **United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the PRINCIPLE shall be **awarded the contract for which the bid and proposal above described is submitted and shall execute the contract**, give bond for the faithful performance of the contract, and give bond for the payment of all persons supplying labor **and materials in the prosecution of the work provided for in said contract, within ten (10) days after the award of the same** to the PRINCIPLE above named, then this obligation shall be null and void; but if the PRINCIPLE above **named fails to so execute such contract and give performance bond and payment bond as required by Section 129 of Chapter 143** of the General Statutes of North Carolina, as amended, the Article 3 of Chapter 44-A of the General Statutes of North Carolina, as amended, the Surety shall upon demand, forthwith pay the Obligee the amount of this bond set forth above.

IN WITNESS WHEREOF, the Principle above named and the Surety above named have executed this instrument
Under their several seals on the date set forth above.

WITNESS:

(Proprietorship or Partnership)

Principle (Name of individual, and trade
**Name, partnership, corporation, or joint
venture**)

BY _____:(Seal)

TITLE _____
(Owner, Partner, Office held in
corporation, joint venture)

(Corporate Seal)

ATTEST
BY _____
(Corporation)

TITLE, _____
(Corporation Secretary or Assistant Secretary Only)

WITNESS:

Surety (Name of Surety Company)

BY _____

TITLE Attorney in Fact

(Corporate Seal of Surety)

(Address of Attorney in Fact)

COUNTERSIGNED:

N.C, Licensed Resident Agent

FORM OF PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project _____

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

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

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

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

Executed in _____ counterparts.

Witness:

Contractor: (Trade or Corporate Name)

(Proprietorship or Partnership)

By: _____

Attest: (Corporation)

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

By:

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

(Corporate Seal)

(Surety Company)

Witness:

By: _____

Title: -----
(Attorney in Fact)

Countersigned:

(Surety Corporate Seal)

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

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

FORM OF PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project _____

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

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

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

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

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

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

(Corporate Seal)

Contractor: (Trade or Corporate Name)

By: _____

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

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

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

(Surety Company)

By: _____

Title: _____
{Attorney in Fact}

(Surety Corporate Seal)

Exhibit 1

SCOPE OF WORK

ATTACHMENT A

230500 COMMON WORK RESULTS FOR HVAC

SECTION 230500 - COMMON WORK RESULTS FOR HVAC

PART 1: GENERAL

1.1 RELATED PROVISIONS

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

1.2 DESCRIPTION OF THE WORK:

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

1.3 DEFINITION

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

1.4 HVAC CONTRACTOR'S QUALIFICATIONS

- a. It is assumed that the contractor has had sufficient general knowledge and experience to anticipate the needs for a construction of this nature. The contractor

shall furnish all items required to complete the construction in accordance with reasonable interpretation of the intent of the Drawings and Specifications. Any minor items required by Code, law or regulations shall be provided whether or not specified or specifically shown.

- b. All work must be done by first class and experienced mechanics properly supervised, and it is understood that the Engineer has the right to stop any work that is not being properly done and has the right to demand that any incompetent workman be removed from the job and a competent workman be substituted therefor.
- c. All work must be done in strict accordance with standards of AME, ASHRAE and the building laws of all character in force in the locality where the apparatus is being installed. All work must also be in accordance with rules and regulations of the National Board of Fire Underwriters.

1.5 DUTIES OF CONTRACTOR

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

1.6 CODES, RULES, PERMITS AND FEES

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

- c. All materials furnished and all work installed shall comply with the National Fire Codes of the National Fire Protection Association, with the requirements of all governmental departments having jurisdiction.

1.7 SURVEYS AND MEASUREMENTS

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

1.8 PLANS

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

1.9 DRAWINGS AND SPECIFICATIONS

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

adequate to meet Code Requirements for the equipment which he proposes to use. Changes required in the electrical system to accommodate the proposed mechanical equipment shall be worked out and the details submitted for approval. The cost of making the necessary changes to the electrical system shall be the responsibility of the Contractor.

1.10 SHOP DRAWINGS

- a. Refer to Division 01.
- b. All items submitted to Architect for review shall bear stamp or notation indicating contractor's prior review and approval.
- c. Any Electrical or other changes required by substituted equipment to be made at no change in contract price.
- d. Submit manufacturer's certified performance data for all equipment.
- e. Coordinate installation drawings with other parts of the work, whether specified in this Division or other Divisions.
- f. Approval of shop drawings by the Engineer shall not relieve the Contractor from his obligation to provide equipment, control, and operation to the true intent of plans and specifications.
- g. The Contractor shall submit to the Engineer, within ten (10) days after approval of bids by the owner, a list indicating the manufacturer of all equipment and materials which he proposes to use. After that date, no substitution will be approved and all items shall be as specified.

1.11 SCAFFOLDING, RIGGING, HOISTING:

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

1.12 FOUNDATIONS, SUPPORTS, PIERS, ATTACHMENTS:

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

1.13 SLEEVES AND OPENINGS:

- a. Contractor must have an experienced mechanic on the job before concrete slab floors or concrete masonry walls are poured or built into place, whose duty it shall be to locate exact positions of any and all holes necessary for future installation of his pipe work, ducts or equipment. Where pipes pass through concrete or masonry walls or floors, steel pipe sleeves shall be furnished. These shall be the same length as wall thickness and shall extend 1/2" above finished floors. Pipe sleeves in equipment room floors shall extend 3" above refinished floor. Pipe sleeves in equipment room

floors shall extend 3" above finished floor. Sleeves shall be placed in position by this Contractor.

- b. This Contractor shall arrange for proper openings in the building to admit his equipment. If it becomes necessary to cut any portion of building to admit his equipment, portions cut must be restored to their former condition by this Contractor.
- c. This Contractor will provide duct openings or chases in masonry or concrete; however, it is this Contractor's responsibility to advise exact dimensions, shape and locations of openings required in sufficient time for the Contractor to make necessary provisions. This Contractor shall be responsible for correct size and location of each opening for his equipment through these openings.
- d. Wall openings that require a fire or smoke damper shall be made as nearly possible to the damper or duct size so that an angle frame can close the opening entirely.
- e. Where pipes or ducts penetrate floors or partitions which are fire or smoke barriers, the integrity of the barrier shall not be compromised by such penetration.

1.14 CUTTING AND PATCHING:

- a. The Contractor shall do all cutting, fitting and patching as required to install piping and equipment except openings through the roof shall be provided by the General Contractor. Patching shall be done by mechanics skilled in the various trades and work shall match the existing work.
- b. All exposed openings in walls and floors for piping shall be core drilled. Cutting of holes by hand will not be allowed.
- c. Provide all required protection including but not limited to, welding blankets, dust covers, shoring bracing and supports to maintaining structural integrity, safety and cleanliness of the work.

1.15 EXCAVATION AND BACKFILLING:

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

1.16 POURED IN PLACE CONCRETE WORK:

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

1.18 STORAGE OF MATERIALS:

- a. Equipment, ductwork, piping, and other equipment stored on site shall be protected from mud, dust, debris, weather, vermin, and construction traffic.
- b. Equipment, ductwork, piping, and other equipment shall be capped or otherwise covered to prevent water, dust, and debris intrusion. Cellophane membrane may be used for duct and equipment with care taken to maintain the seal integrity. Covering shall be replaced if seal is disturbed. Covering shall be removed only when necessary.
- c. Where pipe or ductwork becomes damaged by rust, dirt, dust, mud, or construction debris, it must be thoroughly cleaned and prepared to a like-new condition before installation.
- d. Porous materials such as duct liner and insulation that become saturated with water shall be discarded and replaced.
- e. Any equipment and/or materials affected (including aesthetically) as a result of improper storage shall be cleaned or replaced at contractor expense.

PART 2: PRODUCTS

2.1 MATERIALS

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

PART 3: EXECUTION

3.1 BELT DRIVES

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

3.2 MAINTENANCE AND OPERATING INSTRUCTIONS

- a. Upon completion of all work, the Contractor shall furnish a complete set of operating instructions for all equipment. Such instructions shall be diagrammatic in form on heavy white paper, suitably framed, protected with glass and hung where

directed by the owner. A preliminary draft of the instruction sheets shall be submitted to the engineer for approval before making same.

- b. Manufacturer's instruction books, card, etc., (to each individual piece of equipment furnished under this contract) shall be furnished to the owner. These shall contain instructions for the operation and maintenance of all equipment. Where such is not furnished by the manufacturer, the contractor shall give written instructions to the owner for the maintenance of the equipment involved.

3.3 DUCTS, PLENUM, ETC.

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

than four inches (4") long secured by peripheral iron straps holding fabric in galvanized iron, except as otherwise noted.

- j. Vertical ducts shall be supported by means of an angle iron frame riveted to the ductwork on at least two (2) sides. Horizontal runs of ductwork shall be supported on not more than 8'-0" centers as required.
- k. Manual volume and splitter dampers shall be furnished and installed where shown and where necessary for proper regulation of the air distribution. A quadrant and set screw equal to "Ventlock" #641 shall be installed for all dampers which are concealed above plaster or gypsum board ceilings, or behind the masonry construction, furnish and install concealed regulators ("Ventlock" #666) with chrome cover plate.
- l. All ductwork shall operate without chatter and vibration, and shall be free from pulsations.
- m. See section 233113 for metal ductwork requirements.

3.4 ACCESS DOORS OR PANELS

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

3.5 CLEANING DUCT SYSTEM

- a. Upon complete installation of ducts, clean entire system of rubbish, plaster, dirt, etc., before installing any outlets. After installation of outlets and connections to fans are made, blow out entire systems with all control devices wide open.

3.6 ITEMS OF ELECTRICAL EQUIPMENT

- a. All electrical work shall be done by properly licensed electrical mechanics in accordance with Division 26 of the specifications under supervision of a licensed Electrical Contractor as approved by the Architect.
- b. The Electrical Contractor shall provide all power wiring to motor starter and/or disconnect switch and from starter/disconnect switch to motor. The Mechanical Contractor shall provide all control wiring, low voltage or line voltage, as required for the operation of all mechanical equipment. All control devices such as motor starters, thermostats, switches, etc. shall be provided by the Mechanical Contractor.
- c. All motor starters shall be provided with a "hand-off-auto" switch on the starter cover.
- d. All items of mechanical equipment electrically operated shall be in complete accordance with electrical division of the specifications. Mechanical equipment,

other than individually mounted motors, shall be factory prewired so that it will only be necessary to bring connections to a single set of terminals.

- e. Mechanical equipment electrical components shall all be bonded together and connected to electrical system ground.
- f. All mechanical equipment shall be U.L. listed and labeled as a complete package, not through individual components or parts. Provide required 3rd party field UL listing services as required to comply.

3.7 WARRANTY AND SERVICE

- a. Upon completion of all work, the contractor shall check the system out so that all motor bearings are greased as required and have all systems balanced. He shall be responsible for original service, of starting the system up, and providing one set of replacement filters after final acceptance.
- b. Refer to equipment specifications for specific warranty information.

3.8 INSPECTION AND ACCEPTANCE TEST

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

3.9 AS BUILT DRAWINGS

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

3.10 OWNER TRAINING

- A. Engage a factory-authorized service representative with complete knowledge of Project-specific system installed to train Owner's maintenance personnel to adjust, operate, and maintain the equipment listed below:
 1. DDC Control Systems
 2. RTUS
- B. Extent of Training:
 1. Base extent of training on scope and complexity of equipment installed and training requirements indicated. Provide extent of training required to satisfy requirements indicated even if more than minimum training requirements are indicated.
 2. Inform Owner of anticipated training requirements if more than minimum training requirements are indicated.
 3. Minimum Training Requirements:
 - a. Provide not less than the number days of training indicated below.
 - 1) DDC Control Systems - 8 hours
 - 2) RTUS - 8 hours
 - b. All training shall occur before end of warranty period.
- C. Training Schedule:
 1. Schedule training with Owner **20** business days before expected Substantial Completion.
 2. Training shall occur within normal business hours at a mutually agreed on time. Unless otherwise agreed to, training shall occur Monday through Friday, except on U.S. Federal holidays, with two morning sessions and two afternoon sessions.
 3. Provide staggered training schedule as requested by Owner.
- D. Training Attendee List and Sign-in Sheet:
 1. Request from Owner in advance of training a proposed attendee list with name, phone number and e-mail address.
 2. Provide a preprinted sign-in sheet for each training session with proposed attendees listed and no fewer than six blank spaces to add additional attendees.
 3. Circulate sign-in sheet at beginning of each session and solicit attendees to sign or initial in applicable location.
 4. At end of each training day, send Owner an e-mail with an attachment of scanned copy (PDF) of circulated sign-in sheet for each session.

E. Attendee Training Manuals:

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

F. Organization of Training Sessions:

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

G. Training Outline:

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

H. On-Site Training:

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

I. Training Content:

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

END OF SECTION 230500

ATTACHMENT B

230553 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

SECTION 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Equipment labels.
2. Pipe labels.

1.2 SUBMITTAL

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

PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

A. Plastic Labels for Equipment (Note: Plastic Labels utilized in a return air plenum shall be listed and approved for use in a return air plenum):

1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick, and having predrilled holes for attachment hardware.
2. Letter Color: White.
3. Background Color: Red.
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-fourths 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.

B. Label Content: Include equipment's Drawing designation or unique equipment number, Drawing numbers where equipment is indicated (plans, details, and schedules), plus the Specification Section number and title where equipment is specified.

2.2 WARNING SIGNS AND LABELS

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

- B. Letter Color: Red.
- C. Background Color: White.
- D. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
- E. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
- F. Minimum Letter Size: 1/4 inch for name of units if viewing distance is less than 24 inches, 1/2 inch for viewing distances up to 72 inches, and proportionately larger lettering for greater viewing distances. Include secondary lettering two-thirds to three-fourths the size of principal lettering.
- G. Fasteners: Stainless-steel rivets or self-tapping screws.
- H. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- I. Label Content: Include caution and warning information, plus emergency notification instructions.

2.3 PIPE LABELS

- A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction. (Note: Plastic Labels utilized in a return air plenum shall be listed and approved for use in a return air plenum):
- B. Pretensioned Pipe Labels: Precoiled, semirigid plastic formed to cover full circumference of pipe and to attach to pipe without fasteners or adhesive.
- C. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.
- D. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings, and an arrow indicating flow direction.
 - 1. Flow-Direction Arrows: Integral with piping system service lettering to accommodate both directions, or as separate unit on each pipe label to indicate flow direction.
 - 2. Lettering Size: At least 1-1/2 inches high.

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 EQUIPMENT LABEL INSTALLATION

- A. Install or permanently fasten labels on each major item of mechanical equipment.
- B. Locate equipment labels where accessible and visible.
- C. Major mechanical equipment shall include:
 - a. All RTUs
 - b. Exhaust Fans

3.3 PIPE LABEL INSTALLATION

- A. Piping Color-Coding: Painting of piping is specified in Division 09.
- B. Locate pipe labels where piping is exposed or above accessible
 - 1. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
 - 2. Near penetrations through walls
 - 3. Near major equipment items and other points of origination and termination.
 - 4. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.
- C. Pipe Label Color Schedule:
 - 1. Drain Piping:
 - a. Background Color: Yellow.
 - b. Letter Color: Black.

3.4 WARNING-TAG INSTALLATION

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

END OF SECTION 230553

ATTACHMENT C

230700 HVAC INSUALTION

SECTION 230700 - HVAC INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Insulation Materials:
 - a. Cellular glass.
 - b. Flexible elastomeric.
 - c. Mineral fiber.
 - d. Phenolic.
- 2. Adhesives.
- 3. Mastics.
- 4. Lagging adhesives.
- 5. Sealants.
- 6. Factory-applied jackets.
- 7. Field-applied fabric-reinforcing mesh.
- 8. Field-applied cloths.
- 9. Field-applied jackets.
- 10. Tapes.
- 11. Securements.
- 12. Corner angles.

B. Related Sections:

- 1. Division 21 Section "Fire-Suppression Systems Insulation."
- 2. Division 22 Section "Plumbing Insulation."
- 3. Division 23 Section "Metal Ducts" for duct liners.

1.3 ACCEPTABLE MANUFACTURERS

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

- 1. Aeroflex
- 2. Armacell
- 3. Certain Teed Corp.
- 4. Johns Manville
- 5. Knauf Insulation
- 6. Owens Corning

7. Pittsburg Corning Corp.
8. Dyplast Products

- B. Listing of manufacturers name does not guarantee approval. All equipment must meet or exceed quality and capacities of specified equipment. Final approval will be based on equipment submittals. Any manufacturer not listed but wishing to bid this project shall submit a written request 14 days prior to bid date, prior approval is required for all manufacturers not listed.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, thickness, and jackets (both factory and field applied, if any).
- B. Qualification Data: For qualified Installer.
- C. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.
- D. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. 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.

1.6 DELIVERY, STORAGE, AND HANDLING

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

1.7 COORDINATION

- A. Coordinate size and location of supports, hangers, and insulation shields specified in Division 23 Section "Hangers and Supports for HVAC Piping and Equipment."
- B. Coordinate clearance requirements with piping Installer for piping insulation application, duct Installer for duct insulation application, and equipment Installer for equipment insulation application. Before preparing piping and ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.
- C. Coordinate installation and testing of heat tracing.

1.8 SCHEDULING

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

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in Part 3 schedule articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. Cellular Glass: Inorganic, incombustible, foamed or cellulated glass with annealed, rigid, hermetically sealed cells. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
 - 1. Block Insulation: ASTM C 552, Type I.
 - 2. Special-Shaped Insulation: ASTM C 552, Type III.
 - 3. Board Insulation: ASTM C 552, Type IV.
 - 4. Preformed Pipe Insulation without Jacket: Comply with ASTM C 552, Type II, Class 1.

5. Preformed Pipe Insulation with Factory-Applied ASJ-SSL: Comply with ASTM C 552, Type II, Class 2.
 6. Factory fabricate shapes according to ASTM C 450 and ASTM C 585.
- G. Flexible Elastomeric: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials and Type II for sheet materials.
- H. 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. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
- I. 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.
- J. Mineral-Fiber, Preformed Pipe Insulation:
1. Type I, 850 deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ-SSL. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
 2. Type II, 1200 deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type II, Grade A, with factory-applied ASJ-SSL. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
- K. Mineral-Fiber, Pipe Insulation Wicking System: Preformed pipe insulation complying with ASTM C 547, Type I, Grade A, with absorbent cloth factory applied to the entire inside surface of preformed pipe insulation and extended through the longitudinal joint to outside surface of insulation under insulation jacket. Factory apply a white, polymer, vapor-retarder jacket with self-sealing adhesive tape seam and evaporation holes running continuously along the longitudinal seam, exposing the absorbent cloth.
- L. Mineral-Fiber, Pipe and Tank Insulation: Mineral or glass fibers bonded with a thermosetting resin. Semirigid board material with factory-applied ASJ complying with ASTM C 1393, Type II or Type IIIA Category 2, or with properties similar to ASTM C 612, Type IB. Nominal density is 2.5 lb/cu. ft. or more. Thermal conductivity (k-value) at 100 deg F is 0.29 Btu x in./h x sq. ft. x deg F or less. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
- M. Phenolic:
1. Preformed pipe insulation of rigid, expanded, closed-cell structure. Comply with ASTM C 1126, Type III, Grade 1.
 2. Block insulation of rigid, expanded, closed-cell structure. Comply with ASTM C 1126, Type II, Grade 1.
 3. Factory fabricate shapes according to ASTM C 450 and ASTM C 585.
 4. Factory-Applied Jacket: Requirements are specified in "Factory-Applied Jackets" Article.
 - a. Preformed Pipe Insulation: ASJ.

- b. Board for Duct and Plenum Applications: ASJ.
- c. Board for Equipment Applications: ASJ.

2.2 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.
- B. Cellular-Glass, Phenolic, Adhesive: Solvent-based resin adhesive, with a service temperature range of minus 75 to plus 300 deg F.
 - 1. 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. Flexible Elastomeric Adhesive: Comply with MIL-A-24179A, Type II, Class I.
 - 1. 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).
- D. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
 - 1. For indoor applications, use adhesive that has a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- E. ASJ Adhesive, and FSK and PVDC Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
 - 1. For indoor applications, 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).
- F. PVC Jacket Adhesive: Compatible with PVC jacket.
 - 1. 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).

2.3 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-C-19565C, Type II.
 - 1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Vapor-Barrier Mastic: Water based; suitable for indoor and outdoor use on below ambient services.
 - 1. Water-Vapor Permeance: ASTM E 96, Procedure B, 0.013 perm at 43-mil dry film thickness.
 - 2. Service Temperature Range: Minus 20 to plus 180 deg F.
 - 3. Solids Content: ASTM D 1644, 59 percent by volume and 71 percent by weight.

4. Color: White.
- C. Vapor-Barrier Mastic: Solvent based; suitable for indoor use on below ambient services.
1. Water-Vapor Permeance: ASTM F 1249, 0.05 perm at 35-mil dry film thickness.
 2. Service Temperature Range: 0 to 180 deg F.
 3. Solids Content: ASTM D 1644, 44 percent by volume and 62 percent by weight.
 4. Color: White.
- D. Vapor-Barrier Mastic: Solvent based; suitable for outdoor use on below ambient services.
1. Water-Vapor Permeance: ASTM F 1249, 0.05 perm at 30-mil dry film thickness.
 2. Service Temperature Range: Minus 50 to plus 220 deg F.
 3. Solids Content: ASTM D 1644, 33 percent by volume and 46 percent by weight.
 4. Color: White.
- E. Breather Mastic: Water based; suitable for indoor and outdoor use on above ambient services.
1. Water-Vapor Permeance: ASTM F 1249, 3 perms at 0.0625-inch dry film thickness.
 2. Service Temperature Range: Minus 20 to plus 200 deg F.
 3. Solids Content: 63 percent by volume and 73 percent by weight.
 4. Color: White.

2.4 LAGGING ADHESIVES

- A. Description: Comply with MIL-A-3316C Class I, Grade A and shall be compatible with insulation materials, jackets, and substrates.
1. For indoor applications, use lagging adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 2. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over duct, equipment, and pipe insulation.
 3. Service Temperature Range: Minus 50 to plus 180 deg F.
 4. Color: White.

2.5 SEALANTS

- A. Joint Sealants: Cellular-Glass, Phenolic, Products.
1. Materials shall be compatible with insulation materials, jackets, and substrates.
 2. Permanently flexible, elastomeric sealant.
 3. Service Temperature Range: Minus 100 to plus 300 deg F.
 4. Color: White or gray.
 5. For indoor applications, use sealants that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. FSK and Metal Jacket Flashing Sealants:
1. Materials shall be compatible with insulation materials, jackets, and substrates.

2. Fire- and water-resistant, flexible, elastomeric sealant.
3. Service Temperature Range: Minus 40 to plus 250 deg F.
4. Color: Aluminum.
5. For indoor applications, use sealants that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. ASJ Flashing Sealants, and Vinyl, PVDC, and PVC Jacket Flashing Sealants:

1. Materials shall be compatible with insulation materials, jackets, and substrates.
2. Fire- and water-resistant, flexible, elastomeric sealant.
3. Service Temperature Range: Minus 40 to plus 250 deg F.
4. Color: White.
5. For indoor applications, use sealants that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

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:

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

2.7 FIELD-APPLIED FABRIC-REINFORCING MESH

- A. Woven Glass-Fiber Fabric for Pipe Insulation: Approximately 2 oz./sq. yd. with a thread count of 10 strands by 10 strands/sq. inch for covering pipe and pipe fittings.
- B. Woven Glass-Fiber Fabric for Duct and Equipment Insulation: Approximately 6 oz./sq. yd. with a thread count of 5 strands by 5 strands/sq. inch for covering equipment.

- C. Woven Polyester Fabric: Approximately 1 oz./sq. yd. with a thread count of 10 strands by 10 strands/sq. inch, in a Leno weave, for duct, equipment, and pipe.

2.8 FIELD-APPLIED CLOTHS

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

2.9 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.
- B. FSK Jacket: Aluminum-foil-face, fiberglass-reinforced scrim with kraft-paper backing.
- C. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D 1784, Class 16354-C; thickness as scheduled; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.
 - 1. Adhesive: As recommended by jacket material manufacturer.
 - 2. Color: Color-code jackets based on system.
 - 3. Factory-fabricated fitting covers to match jacket if available; otherwise, field fabricate.
 - a. Shapes: 45- and 90-degree, short- and long-radius elbows, tees, valves, flanges, unions, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply covers for lavatories.
 - 4. Factory-fabricated tank heads and tank side panels.
- D. Metal Jacket:
 - 1. Aluminum Jacket: Comply with ASTM B 209, Alloy 3003, 3005, 3105 or 5005, Temper H-14.
 - a. Finish and thickness are indicated in field-applied jacket schedules.
 - b. Moisture Barrier for Indoor Applications: 3-mil- thick, heat-bonded polyethylene and kraft paper.
 - c. Moisture Barrier for Outdoor Applications: 3-mil- thick, heat-bonded polyethylene and kraft paper.
 - d. Factory-Fabricated Fitting Covers:
 - 1) Same material, finish, and thickness as jacket.
 - 2) Preformed 2-piece or gore, 45- and 90-degree, short- and long-radius elbows.
 - 3) Tee covers.
 - 4) Flange and union covers.
 - 5) End caps.
 - 6) Beveled collars.
 - 7) Valve covers.

- 8) Field fabricate fitting covers only if factory-fabricated fitting covers are not available.
- E. Self-Adhesive Outdoor Jacket: 60-mil- thick, laminated vapor barrier and waterproofing membrane for installation over insulation located aboveground outdoors; consisting of a rubberized bituminous resin on a crosslaminated polyethylene film covered with white aluminum-foil facing.
- F. PVDC Jacket for Indoor Applications: 4-mil- thick, white PVDC biaxially oriented barrier film with a permeance at 0.02 perms when tested according to ASTM E 96 and with a flame-spread index of 5 and a smoke-developed index of 20 when tested according to ASTM E 84.
- G. PVDC Jacket for Outdoor Applications: 6-mil- thick, white PVDC biaxially oriented barrier film with a permeance at 0.01 perms when tested according to ASTM E 96 and with a flame-spread index of 5 and a smoke-developed index of 25 when tested according to ASTM E 84.
- H. PVDC-SSL Jacket: PVDC jacket with a self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip.

2.10 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.
 1. Width: 3 inches.
 2. Thickness: 11.5 mils.
 3. Adhesion: 90 ounces force/inch in width.
 4. Elongation: 2 percent.
 5. Tensile Strength: 40 lbf/inch in width.
 6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.
- B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.
 1. Width: 3 inches.
 2. Thickness: 6.5 mils.
 3. Adhesion: 90 ounces force/inch in width.
 4. Elongation: 2 percent.
 5. Tensile Strength: 40 lbf/inch in width.
 6. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.
- C. PVC Tape: White vapor-retarder tape matching field-applied PVC jacket with acrylic adhesive. Suitable for indoor and outdoor applications.
 1. Width: 2 inches.
 2. Thickness: 6 mils.
 3. Adhesion: 64 ounces force/inch in width.
 4. Elongation: 500 percent.
 5. Tensile Strength: 18 lbf/inch in width.

- D. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.
1. Width: 2 inches.
 2. Thickness: 3.7 mils.
 3. Adhesion: 100 ounces force/inch in width.
 4. Elongation: 5 percent.
 5. Tensile Strength: 34 lbf/inch in width.
- E. PVDC Tape for Indoor Applications: White vapor-retarder PVDC tape with acrylic adhesive.
1. Width: 3 inches.
 2. Film Thickness: 4 mils.
 3. Adhesive Thickness: 1.5 mils.
 4. Elongation at Break: 145 percent.
 5. Tensile Strength: 55 lbf/inch in width.
- F. PVDC Tape for Outdoor Applications: White vapor-retarder PVDC tape with acrylic adhesive.
1. Width: 3 inches.
 2. Film Thickness: 6 mils.
 3. Adhesive Thickness: 1.5 mils.
 4. Elongation at Break: 145 percent.
 5. Tensile Strength: 55 lbf/inch in width.

2.11 SECUREMENTS

- A. Bands:
1. Aluminum: 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.
 2. Springs: Twin spring set constructed of stainless steel with ends flat and slotted to accept metal bands. Spring size determined by manufacturer for application.
- B. Insulation Pins and Hangers:
1. Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch- diameter shank, length to suit depth of insulation indicated.
 2. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch- diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch galvanized carbon-steel washer.
 3. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
 - a. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.

- b. Spindle: Aluminum, fully annealed, 0.106-inch- diameter shank, length to suit depth of insulation indicated.
 - c. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
4. Nonmetal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate fastened to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
- a. Baseplate: Perforated, nylon sheet, 0.030 inch thick by 1-1/2 inches in diameter.
 - b. Spindle: Nylon, 0.106-inch- diameter shank, length to suit depth of insulation indicated, up to 2-1/2 inches.
 - c. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
5. Self-Sticking-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
- a. Baseplate: Galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
 - b. Spindle: Aluminum, fully annealed, 0.106-inch- diameter shank, length to suit depth of insulation indicated.
 - c. Adhesive-backed base with a peel-off protective cover.
6. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick, aluminum sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
- a. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.
7. Nonmetal Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-thick nylon sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
- C. Staples: Outward-clinching insulation staples, nominal 3/4-inch- wide, stainless steel or Monel.
- D. Wire: 0.062-inch soft-annealed, stainless steel.
- 2.12 CORNER ANGLES
- A. PVC Corner Angles: 30 mils thick, minimum 1 by 1 inch, PVC according to ASTM D 1784, Class 16354-C. White or color-coded to match adjacent surface.
 - B. 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 EXAMINATION

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

3.2 PREPARATION

- A. Surface Preparation: Clean and prepare surfaces to be insulated. Before insulating, apply a corrosion coating to insulated surfaces as follows:
 - 1. Stainless Steel: Coat 300 series stainless steel with an epoxy primer 5 mils thick and an epoxy finish 5 mils thick if operating in a temperature range between 140 and 300 deg F. Consult coating manufacturer for appropriate coating materials and application methods for operating temperature range.
 - 2. Carbon Steel: Coat carbon steel operating at a service temperature between 32 and 300 deg F with an epoxy coating. Consult coating manufacturer for appropriate coating materials and application methods for operating temperature range.
- B. Coordinate insulation installation with the trade installing heat tracing. Comply with requirements for heat tracing that apply to insulation.
- C. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of 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.

3.4 PENETRATIONS

A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
4. Seal jacket to roof flashing with flashing sealant.

B. Insulation Installation at Underground Exterior Wall Penetrations: Terminate insulation flush with sleeve seal. Seal terminations with flashing sealant.

C. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
4. Seal jacket to wall flashing with flashing sealant.

D. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

E. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions. Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches.

1. Comply with requirements in Division 07 Section "Penetration Firestopping"irestopping and fire-resistive joint sealers.

F. 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. Comply with requirements in Division 07 Section "Penetration Firestopping."

3.5 EQUIPMENT, TANK, AND VESSEL INSULATION INSTALLATION

A. Mineral Fiber, Pipe and Tank Insulation Installation for Tanks and Vessels: Secure insulation with adhesive and anchor pins and speed washers.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of tank and vessel surfaces.
2. Groove and score insulation materials to fit as closely as possible to equipment, including contours. Bevel insulation edges for cylindrical surfaces for tight joints. Stagger end joints.
3. Protect exposed corners with secured corner angles.
4. Install adhesively attached or self-sticking insulation hangers and speed washers on sides of tanks and vessels as follows:
 - a. Do not weld anchor pins to ASME-labeled pressure vessels.
 - b. Select insulation hangers and adhesive that are compatible with service temperature and with substrate.
 - c. On tanks and vessels, maximum anchor-pin spacing is 3 inches from insulation end joints, and 16 inches o.c. in both directions.
 - d. Do not overcompress insulation during installation.
 - e. Cut and miter insulation segments to fit curved sides and domed heads of tanks and vessels.
 - f. Impale insulation over anchor pins and attach speed washers.
 - g. 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.
5. Secure each layer of insulation with stainless-steel or aluminum bands. Select band material compatible with insulation materials.
6. Where insulation hangers on equipment and vessels are not permitted or practical and where insulation support rings are not provided, install a girdle network for securing insulation. Stretch prestressed aircraft cable around the diameter of vessel and make taut with clamps, turnbuckles, or breather springs. Place one circumferential girdle around equipment approximately 6 inches from each end. Install wire or cable between two circumferential girdles 12 inches o.c. Install a wire ring around each end and around outer periphery of center openings, and stretch prestressed aircraft cable radially from the wire ring to nearest circumferential girdle. Install additional circumferential girdles along the body of equipment or tank at a minimum spacing of 48 inches o.c. Use this network for securing insulation with tie wire or bands.
7. Stagger joints between insulation layers at least 3 inches.
8. Install insulation in removable segments on equipment access doors, manholes, handholes, and other elements that require frequent removal for service and inspection.

9. Bevel and seal insulation ends around manholes, handholes, ASME stamps, and nameplates.
 10. For equipment with surface temperatures below ambient, apply mastic to open ends, joints, seams, breaks, and punctures in insulation.
- B. Flexible Elastomeric Thermal Insulation Installation for Tanks and Vessels: Install insulation over entire surface of tanks and vessels.
1. Apply 100 percent coverage of adhesive to surface with manufacturer's recommended adhesive.
 2. Seal longitudinal seams and end joints.
- C. Insulation Installation on Pumps:
1. Provide 1" foam-core insulation on all chilled water pumps. Install pump insulation per foam-core insulation manufacturer's pump insulation installation instructions. Include pump insulation installation instructions with insulation submittals.
 2. For below ambient services, install a vapor barrier at seams, joints, and penetrations. Seal between flanges with replaceable gasket material to form a vapor barrier.

3.6 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 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.

3.7 CELLULAR-GLASS INSULATION INSTALLATION

- A. Insulation Installation on Straight Pipes and Tubes:
1. Secure each layer of insulation to pipe with wire or bands and tighten bands without deforming insulation materials.

2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above ambient services, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets on below ambient services, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of cellular-glass block insulation of same thickness as pipe insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:

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

D. Insulation Installation on Valves and Pipe Specialties:

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

3.8 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.

3.9 MINERAL-FIBER INSULATION INSTALLATION

A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above ambient surfaces, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets on below ambient surfaces, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
 2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
 3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
 4. Install insulation to flanges as specified for flange insulation application.
- E. 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 75 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. Install additional pins to hold insulation tightly against surface at cross bracing.
 - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
 - d. Do not overcompress insulation during installation.
 - e. 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.
- F. 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 75 percent coverage of duct and plenum surfaces.
 2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
 3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
 - a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
 - b. On duct sides with dimensions larger than 18 inches, space pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
 - c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
 - d. Do not overcompress insulation during installation.
 - e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
 4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from 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.

3.10 PHENOLIC INSULATION INSTALLATION

A. General Installation Requirements:

1. Secure single-layer insulation with stainless-steel bands at 12-inch intervals and tighten bands without deforming insulation materials.
2. Install 2-layer insulation with joints tightly butted and staggered at least 3 inches. Secure inner layer with 0.062-inch wire spaced at 12-inch intervals. Secure outer layer with stainless-steel bands at 12-inch intervals.

B. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above ambient services, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets with vapor retarders on below ambient services, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

C. Insulation Installation on Pipe Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of block insulation of same material and thickness as pipe insulation.

D. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed insulation sections of same material as straight segments of pipe insulation. Secure according to manufacturer's written instructions.

E. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed insulation sections of same material as straight segments of pipe insulation. Secure according to manufacturer's written instructions.
2. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
3. Install insulation to flanges as specified for flange insulation application.

3.11 FIELD-APPLIED JACKET INSTALLATION

- A. Where glass-cloth jackets are indicated, install directly over bare insulation or insulation with factory-applied jackets.

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

3.12 FINISHES

- A. Duct, Equipment, and Pipe Insulation with ASJ, Glass-Cloth, 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: Coat exposed outdoor flexible elastomeric insulation with two coats of manufacturer's recommended protective white coating; or cover with aluminum jacketing all exposed outdoor flexible elastomeric insulation, in lieu of paint.
- 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.

3.13 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.
 - 3. Inspect pipe, fittings, strainers, and valves, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to three locations of straight pipe, three locations of threaded fittings, three locations of welded fittings, two locations of threaded strainers, two locations of welded strainers, three locations of threaded valves, and three locations of flanged valves for each pipe service defined in the "Piping Insulation Schedule, General" Article.
- C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.14 DUCT INSULATION SCHEDULE, GENERAL

- A. Plenums and Ducts Requiring Insulation:

1. Indoor, concealed supply, return, and outdoor air.
2. Indoor, exposed outdoor air.
3. Outdoor, concealed supply and return.
4. Outdoor, exposed supply and return.

B. Items Not Insulated:

1. Fibrous-glass ducts.
2. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.
3. Exhaust ductwork
4. Factory-insulated flexible ducts.
5. Factory-insulated plenums and casings.
6. Flexible connectors.
7. Vibration-control devices.
8. Factory-insulated access panels and doors.

3.15 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Exposed Supply and Return Ductwork exposed in Air Conditioned Utility Spaces (Conditioned Gym)

1. 1" Double wall type .(exposed gym)

3.16 ABOVEGROUND, OUTDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Insulation materials and thicknesses are identified below. If more than one material is listed for a duct system, selection from materials listed is Contractor's option.

B. Supply-air, return-air and outside-air duct insulation shall be one of the following:

1. Mineral-Fiber Blanket: 3 inches and 3-lb/cu. ft. nominal density.
2. Mineral-Fiber Board: 3 inches thick and 3-lb/cu. ft. nominal density.

3.17 EQUIPMENT INSULATION SCHEDULE

A. Insulation materials and thicknesses are identified below. If more than one material is listed for a type of equipment, selection from materials listed is Contractor's option.

B. Insulate indoor and outdoor equipment in paragraphs below that is not factory insulated.

C. Chillers: Insulate cold surfaces on chillers, including, but not limited to, evaporator bundles, condenser bundles, heat-recovery bundles, suction piping, compressor inlets, tube sheets, water boxes, and nozzles as recommended by the manufacturer.

D. Chilled-water pump insulation shall be one of the following:

1. Flexible Elastomeric: 1 inch thick

- E. Dual-service heating and cooling pump insulation shall be one of the following:
 - 1. Flexible Elastomeric: 1 inch thick
- F. Chilled-water expansion/compression tank insulation shall be one of the following:
 - 1. Cellular Glass: 1-1/2 inches thick.
 - 2. Flexible Elastomeric: 1 inch thick.
 - 3. Mineral-Fiber Board: 1 inch thick and 3-lb/cu. ft. nominal density.
- G. Dual-service heating and cooling expansion/compression tank insulation shall be one of the following:
 - 1. Cellular Glass: 1-1/2 inches thick.
 - 2. Flexible Elastomeric: 1 inch thick.
 - 3. Mineral-Fiber Board: 1 inch thick and 3-lb/cu. ft. nominal density.
- H. Heating-hot-water expansion/compression tank insulation shall be one of the following:
 - 1. Cellular Glass: 1-1/2 inches thick.
 - 2. Flexible Elastomeric: 1 inch thick.
 - 3. Mineral-Fiber Board: 1 inch thick and 3-lb/cu. ft. nominal density.
- I. Chilled-water air-separator insulation shall be one of the following:
 - 1. Flexible Elastomeric: 1 inch thick.
- J. Heating-hot-water air-separator insulation shall be one of the following:
 - 1. Flexible Elastomeric: 1 inch thick.
- K. Thermal storage tank insulation shall be one of the following:
 - 1. Cellular Glass: 1-1/2 inches thick.
 - 2. Flexible Elastomeric: 1 inch thick.
 - 3. Mineral-Fiber Board: 1 inch thick and 3-lb/cu. ft. nominal density.

3.18 PIPING INSULATION SCHEDULE, GENERAL

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

3.19 INDOOR PIPING INSULATION SCHEDULE

- A. Condensate, Cold Water Make-up and Equipment Drain Water:
 - 1. All Pipe Sizes: Insulation shall be one of the following:
 - a. Cellular Glass: 1-1/2 inches thick.
 - b. Flexible Elastomeric: 3/4 inch thick.
- B. Chilled Water Supply and Return:
 - 1. Insulation shall be one of the following:
 - a. Cellular Glass: 2 inches thick.
 - b. Phenolic: 1-1/2 inch thick.
- C. Condenser-Water Supply and Return:
 - 1. Insulation shall be one of the following:
 - a. Cellular Glass: 2 inches thick.
 - b. Mineral-Fiber, Preformed Pipe, Type I or Pipe Insulation Wicking System: 1-1/2 inches thick.
 - c. Phenolic: 1 inch thick.
- D. Heating-Hot-Water Supply and Return:
 - 1. NPS 1-1/2" and Smaller: Insulation shall be one of the following:
 - a. Cellular Glass: 2 inches thick.
 - b. Mineral-Fiber, Preformed Pipe, Type I: 1-1/2 inches thick.
 - c. Phenolic: 1-1/2 inch thick.
 - 2. NPS 2" and Larger: Insulation shall be the following:
 - a. Cellular Glass: 2 inches thick.
 - b. Mineral-Fiber, Preformed Pipe, Type I: 2 inches thick.
 - c. Phenolic: 2 inches thick.
- E. Refrigerant Suction and Hot-Gas Piping:
 - 1. Insulation shall be installed per the manufacturer's recommendations.
- F. Dual-Service Heating and Cooling, 40 to 200 Deg F:
 - 1. Insulation shall be one of the following:
 - a. Cellular Glass: 2 inches thick.
 - b. Phenolic: 1-1/2 inch thick.

3.20 OUTDOOR, ABOVEGROUND PIPING INSULATION SCHEDULE

A. Chilled Water:

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

B. Condenser-Water Supply and Return:

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

C. Heating-Hot-Water Supply and Return:

1. All Pipe Sizes: Insulation shall be one of the following:
 - a. Cellular Glass: 3 inches thick.
 - b. Mineral-Fiber, Preformed Pipe Insulation, Type I: 2 inches thick.
 - c. Phenolic: 2 inch thick.

D. Refrigerant Suction and Hot-Gas Piping:

1. All Pipe Sizes: Insulation shall be as recommended by the manufacturer.

E. Dual-Service Heating and Cooling:

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

3.21 OUTDOOR, UNDERGROUND PIPING INSULATION SCHEDULE

- A. Loose-fill insulation, for belowground piping, is specified in Division 33 piping distribution Sections.
- B. Chilled Water, All Sizes: Cellular glass, 2 inches thick.
- C. Condenser-Water Supply and Return, All Sizes: Cellular glass, 2 inches thick.
- D. Heating-Hot-Water Supply and Return, All Sizes: Cellular glass, 2 inches thick.
- E. Dual-Service Heating and Cooling, All Sizes: Cellular glass, 2 inches thick.

3.22 INDOOR, FIELD-APPLIED JACKET SCHEDULE

- A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.
- B. If more than one material is listed, selection from materials listed is Contractor's option.
- C. Ducts, Plenums, and Piping, concealed (installed above ceilings) and Exposed in Air Conditioned Occupied Spaces:
 - 1. None.
- D. Ducts, Plenums, and Piping, Exposed in Air-Conditioned Utility Spaces (Conditioned Mechanical Rooms and Mechanical Rooms used as Return Air Plenums):
 - 1. 8-ounce canvas with lagging adhesive.
- E. Ducts, Plenums, and Piping, Exposed in Non-Air-Conditioned Spaces (Boiler Rooms, et. al.):
 - 1. PVC: 20 mils thick (N/A if installed in a return air plenum).
 - 2. Aluminum, Smooth: 0.016 inch thick.
- F. Equipment, concealed (installed above ceilings):
 - 1. None.
- G. Equipment, Exposed (all applications):
 - 1. PVC: 20 mils thick (N/A if installed in a return air plenum)
 - 2. Aluminum, Smooth: 0.016 inch thick.

3.23 OUTDOOR, FIELD-APPLIED JACKET SCHEDULE

- A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.
- B. If more than one material is listed, selection from materials listed is Contractor's option.
- C. Ducts and Plenums, Concealed:
 - 1. PVC: 20 mils thick.
 - 2. Aluminum, Smooth: 0.016 inch thick.
- D. Ducts and Plenums, Exposed, up to 48 Inches in Diameter or with Flat Surfaces up to 72 Inches:
 - 1. Aluminum, Smooth: 0.016 inch thick.
- E. Ducts and Plenums, Exposed, Larger Than 48 Inches in Diameter or with Flat Surfaces Larger Than 72 Inches:
 - 1. Aluminum, Smooth with: 0.032 inch thick.

- F. Equipment, Concealed:
 - 1. None.
- G. Equipment, Exposed, up to 48 Inches in Diameter or with Flat Surfaces up to 72 Inches:
 - 1. Painted Aluminum, Smooth: 0.016 inch thick.
- H. Equipment, Exposed, Larger Than 48 Inches in Diameter or with Flat Surfaces Larger Than 72 Inches:
 - 1. Aluminum, Smooth with: 0.032 inch thick.
- I. Piping, Concealed:
 - 1. None.
- J. Piping, Exposed:
 - 1. PVC, Color-Coded by System: 20 mils thick.
 - 2. Aluminum, Smooth: 0.016 inch thick.

3.24 UNDERGROUND, FIELD-INSTALLED INSULATION JACKET

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

END OF SECTION 230700

ATTACHMENT D

230900 BUILDING AUTOMATION SYSTEM

SECTION 230900 - BUILDING AUTOMATION SYSTEM

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. The required system will be Niagara Based and be added to existing N4 Server. All equipment will consist of approved products specified below. Contractor to provide needed quantities of product specified below based on jobsite visit and plans provided. All Graphics, Alarms, Trending and Scheduling shall be added to existing N4 server and match existing layout and function of other schools unless approved in writing by UCPS.

Contractor to provide job documentation, including System Layout, Comm bus layout, sequence of operation, point to point controller diagrams and all product data sheets. The documentation is to be provided via 3 hard copies and also place on N4 server to be access via system graphics.

All Products to be warrantied for a period of 3 years from the date of purchase, all labor to be warrantied 1 year from Job Completion and Sign-off.

PROVIDE REQUIRED BACNET OVER IP CARD.
EACH DEVICE WILL BE PULLED BACK TO A NETWORK SWITCH PROVIDED BY THE CONTRACTOR AND EACH DEVICE WILL BE ASSIGNED A SEPARATE IP ADDRESS.

BACNET OVER IP (NOT USING MS/TP TRUNK).

APPROVED PRODUCTS:

1. System to be IP based, all controllers now to be connected via UCPS Ethernet network. will install and setup switches in existing IT closets located on each classroom wing. All Ethernet cable for HVAC equipment will be Cat-6 and orange in color. The Contractor will pull CAT-6 cable via existing cable tray from field controllers to new switches.

Company Name	Address Location	Primary Contact Phone	Primary Contact Email
Facility Systems Services Inc	P.O. BOX 1540, Matthews, NC 28106	Danny Fox 704-214-7810	dfox@fss-i.com
Platinum Building Automation	6527 Hudspeth Road, Harrisburg, NC 28075	Jason Williams 704-765-8503	jwilliams@platinumbuildingautomation.com
Environmental Controls	PO Box 481779 Charlotte, NC 28269	Brett Downs 704-995-4245	brettd@ecmsolution.com
Carolina Air Solutions	2900 Westinghouse Boulevard Charlotte NC,28273	Billy Garrison 704-506-9068	billy@carolinaairsolutions.com

1.2 RELATED DOCUMENTS

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

1.3 SUMMARY

A. This Section includes control equipment for HVAC systems and all components for addition to the facility, including control components for terminal heating and cooling units not supplied with factory wired controls.

1.4 SYSTEM DESCRIPTION

A. Control system consists of sensors, indicators, actuators, final control elements, interface equipment, other apparatus, accessories, to control the addition and existing mechanical systems. Add interlock wiring components to existing system as indicated on the drawings.

1.5 SEQUENCE OF OPERATION **REFER TO DRAWINGS M003 **

1.6 SUBMITTALS

A. Product Data: Include manufacturer's technical literature for each control device. Indicate dimensions, capacities, performance characteristics, electrical characteristics, finishes for materials, and installation and startup instructions for each type of product indicated.

1. Each control device labeled with setting or adjustable range of control.

B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required

Clearances, method of field assembly, components, and location and size of each field connection.

1. Schematic flow diagrams showing fans, pumps, coils, dampers, valves, and control devices.
2. Wiring Diagrams: Power, signal, and point to point control wiring. Differentiate between manufacturer-installed and field-installed wiring.
3. Details of control panel faces, including controls, instruments, and labeling.
4. Written description of sequence of operation.
5. Schedule of valves including leakage and flow characteristics.

PART 2 - PRODUCTS

2.1 Products

Approved manufactures may bid based on meeting all requirements of the specification and receiving approval from UCPS 10 days prior to bid. A paragraph by paragraph comparison of the base bid specified system versus alternative systems with three references of similar projects (including project name, contact, phone number, location, consultant, value of contract and a brief description of the control system and how it operates) shall be submitted 15 days prior to bid for review process. The manufacture must have a working system in the school system for consideration.

2.2 Software

A. All field controllers must be fully programmable with windows based software with the following requirements:

1. Software must be windows 7 and 10 compatible
2. Software must not require hardware or software keys or licensing to operate
3. Software must not depend on any other software to operate
3. Connection to field controllers must be available via BACnet IP and Bluetooth

2.3 Sensors

All existing sensor and devices must be removed and walls and ducts must repaired and sealed properly

A. Temperature and humidity sensors as follows:

1. Space-Temperature Sensors: 10k type II Nickel Blank Stainless plate or Network sensor with no Set-point knob or Display.
2. Duct-Mounted or Immersion-Type Temperature Sensors: 10k type IINickel with Double encapsulated sensor and Easy open/close latch system (no screws)

3. Averaging-Element Sensors 10k type II Nickel with copper averaging element and Easy open/close latch system (no screws)
4. Outdoors: Provide 10k type II Nickel sensor with 3% RH 0-10vdc transmitter with sun shield
5. Space and Duct Humidity Transmitters: 10k type II Nickel sensor with 3% RH 0-10vdc transmitter
6. Differential-Pressure Transmitters: Provide 0-10vdc transmitters with display

B. Equipment operation sensors as follows:

1. Status Inputs for Fans: Differential-pressure switch with adjustable range of 0 to 5 inches wg (0 to 1243 Pa).
2. Status Inputs for Pumps: Differential-pressure switch piped across pump with adjustable pressure differential range of 8 to 60 psig (55 to 414 kPa).
3. Status Inputs for Electric Motors: Current-sensing relay with current transformers, adjustable and set to 175 percent of rated motor current.

C. Water-Flow Switches: Pressure-flow switches of bellows-actuated mercury or snap-acting type, with appropriate scale range and differential adjustment, with stainless-steel or bronze paddle. For chilled water applications, provide vapor proof type.

D. Room Thermostat Cover Construction: Manufacturer's standard locking covers to match existing.

E. Electric Low-Limit Duct Thermostat: Snap-acting, single-pole, single-throw, manual-reset switch that trips if temperature sensed across any 12 inches (300 mm) of bulb length is equal to or below set point.

1. Bulb Length: Minimum 20 feet (6 m).

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify that conditioned power supply is available to control units and operator workstation.
- B. Verify that duct-, pipe-, and equipment-mounted devices and wiring are installed before proceeding with installation.

3.2 INSTALLATION

- A. Install equipment level and plumb.

B. Install software in control units and operator workstation. Implement all features of programs to specified requirements and as appropriate to sequence of operation.

C. Connect and configure equipment and software to achieve sequence of operation specified.

D. Verify location of space temperature sensors, and other exposed control sensors with plans and room details before installation. Locate all 60 inches (1524 mm) above the floor.

1. Install averaging elements in ducts and plenums in crossing or zigzag pattern.

E. Install guards on thermostats in the following locations:

1. Entrances

2. Public areas

F. Install automatic dampers according to Division 15 Section "Duct Accessories."

G. Install damper motors on outside of duct in warm areas, not in locations exposed to outdoor temperatures.

H. Install labels and nameplates to identify control components according to Division 15 Section "Mechanical Identification."

I. Install hydronic instrument wells, valves, and other accessories according to Division 15 Section "Hydronic Piping."

J. Install duct volume-control dampers according to Division 15 Sections specifying air ducts

3.3 ELECTRICAL WIRING AND CONNECTION INSTALLATION

A. Install raceways, boxes, and cabinets according to Division 16 Section "Raceways and Boxes."

B. Install building wire and cable according to Division 16 Section "Conductors and Cables."

C. Install signal and communication cable according to Division 16 Section "Control/Signal Transmission Media."

1. Conceal cable, except in mechanical rooms and areas where other conduit and piping are exposed.

2. Install exposed cable in raceway.

3. Install concealed cable in raceway.

4. Fasten flexible conductors, bridging cabinets and doors, along hinge side; protect against abrasion. Tie and support conductors.

5. Number-code or color-code conductors for future identification and service of control system, except local individual room control cables.

D. Connect manual-reset limit controls independent of manual-control switch positions. Automatic duct heater resets may be connected in interlock circuit of power controllers.

E. Connect hand-off-auto selector switches to override automatic interlock controls when switch is in hand position but not to override manual or hard wired interlock controls.

3.4 FIELD QUALITY CONTROL

Manufacturer's Field Service: Engage a factory-authorized service representative to inspect field assembled components and equipment installation, including piping and electrical connections. Report results in writing.

1. Start, test, and adjust control systems.

2. Demonstrate compliance with requirements, including calibration and testing, and control sequences.

3. Adjust, calibrate, and fine tune circuits and equipment to achieve sequence of operation specified.

4. After test and calibration, any defective mechanical equipment must be reported in writing to UCPS project manager for repair before job signoff will be completed.

3.5 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain control systems and components.

1. Train Owner's maintenance personnel on procedures and schedules for starting and stopping,

Troubleshooting, servicing, and maintaining equipment and schedules.

2. Provide operator training on data display, alarm and status descriptors, requesting data, executing commands, calibrating and adjusting devices, resetting default values, and requesting logs.

3. Review data in maintenance manuals. Refer to Division 1 Section "Operation and Maintenance Data."

4. Schedule training with Owner, through Architect, with at least seven days' advance notice.

3.6 ON-SITE ASSISTANCE

A. Occupancy Adjustments: Within one year of date of Substantial Completion, provide up to three Project

site visits, when requested by Owner, to adjust and calibrate components and to assist Owner's personnel in making program changes and in adjusting sensors and controls to suit actual conditions.

3.7 JOB COMPLETION AND SIGNOFF

A. Job will be considered complete when all items of specifications are met and owner has satisfactorily completed in house commissioning

END OF SECTION 230900

ATTACHMENT E
233113 METAL DUCTS

SECTION 233113 - METAL DUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Single-wall rectangular ducts and fittings.
2. Single-wall round ducts and fittings.
3. Double-wall round ducts and fittings.
4. Sheet metal materials.
5. Duct liner.
6. Sealants and gaskets.
7. 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.

1.3 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 and seismic restraints shall withstand the effects of gravity and seismic loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."
 1. Seismic Hazard Level A: Seismic force to weight ratio, 0.48.
 2. Seismic Hazard Level B: Seismic force to weight ratio, 0.30.
 3. Seismic Hazard Level C: Seismic force to weight ratio, 0.15.
- C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1-2007.

1.4 SUBMITTALS

- A. Product Data: For each type of the following products:
1. Liners and adhesives.
 2. Sealants and gaskets.
 3. Seismic-restraint devices.
- B. 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, liner material, and static-pressure classes.
 4. Elevation of top of ducts.
 5. Dimensions of main duct runs from building grid lines.
 6. Fittings.
 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, seismic restraints, and vibration isolation.
- C. Delegated-Design Submittal:
1. Sheet metal thicknesses.
 2. Joint and seam construction and sealing.
 3. Reinforcement details and spacing.
 4. Materials, fabrication, assembly, and spacing of hangers and supports.
 5. Design Calculations: Calculations, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation for selecting hangers and supports and seismic restraints.
- D. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Duct installation in congested spaces, indicating coordination with general construction, building components, and other building services. Indicate proposed changes to duct layout.
 2. Suspended ceiling components.
 3. Structural members to which duct will be attached.
 4. Size and location of initial access modules for acoustical tile.
 5. Penetrations of smoke barriers and fire-rated construction.
 6. Items penetrating finished ceiling including the following:
 - a. Lighting fixtures.
 - b. Air outlets and inlets.
 - c. Speakers.

- d. Sprinklers.
 - e. Access panels.
 - f. Perimeter moldings.
- E. Welding certificates.

1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports.
- B. 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 D1.2/D1.2M, "Structural Welding Code - Aluminum," for aluminum supports.
 3. AWS D9.1M/D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.
- C. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1-2007, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-Up."
- D. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1-2007, Section 6.4.4 - "HVAC System Construction and Insulation."

PART 2 - PRODUCTS

2.1 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.
- B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 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 SINGLE-WALL 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, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Lindab Inc.
 - b. McGill AirFlow LLC.
 - c. SEMCO Incorporated.
 - d. Sheet Metal Connectors, Inc.
 - e. Spiral Manufacturing Co., Inc.
 - f. Hamlin Sheet Metal
 - g. Turn Key Duct Systems
- B. Flat-Oval Ducts: Indicated dimensions are the duct width (major dimension) and diameter of the round sides connecting the flat portions of the duct (minor dimension).
- C. 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."
1. Transverse Joints in Ducts Larger Than 60 Inches in Diameter: Flanged.
- D. 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."
1. Fabricate round ducts larger than 90 inches in diameter with butt-welded longitudinal seams.
 2. Fabricate flat-oval ducts larger than 72 inches in width (major dimension) with butt-welded longitudinal seams.
- E. 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 ROUND DUCTS AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Lindab Inc.
 2. McGill AirFlow LLC.
 3. SEMCO Incorporated.
 4. Sheet Metal Connectors, Inc.
- B. Flat-Oval Ducts: Indicated dimensions are the duct width (major dimension) and diameter of the round sides connecting the flat portions of the duct (minor dimension) of the inner duct.
- C. Outer Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on static-pressure class unless otherwise indicated.
1. 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."
 - a. Transverse Joints in Ducts Larger Than 60 Inches in Diameter: Flanged.
 2. 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."
 - a. Fabricate round ducts larger than 90 inches in diameter with butt-welded longitudinal seams.
 - b. Fabricate flat-oval ducts larger than 72 inches in width (major dimension) with butt-welded longitudinal seams.
 3. 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."
- D. Inner Duct: Minimum 0.028-inch perforated galvanized sheet steel having 3/32-inch- diameter perforations, with overall open area of 23 percent.
- E. Interstitial Insulation: Fibrous-glass liner complying with ASTM C 1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."
1. Maximum Thermal Conductivity: 0.27 Btu x in./h x sq. ft. x deg F at 75 deg F mean temperature.
 2. Install spacers that position the inner duct at uniform distance from outer duct without compressing insulation.
 3. Coat insulation with antimicrobial coating.
 4. Cover insulation with polyester film complying with UL 181, Class 1.

- F. Interstitial Insulation: Flexible elastomeric duct liner complying with ASTM C 534, Type II for sheet materials, and with NFPA 90A or NFPA 90B.
 - 1. Maximum Thermal Conductivity: 0.25 Btu x in./h x sq. ft. x deg F at 75 deg F mean temperature.

2.4 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: G60.
 - 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. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304 or 316, as indicated in the "Duct Schedule" Article; cold rolled, annealed, sheet. Exposed surface finish shall be No. 2B, No. 2D, No. 3, or No. 4 as indicated in the "Duct Schedule" Article.
- E. Aluminum Sheets: Comply with ASTM B 209 Alloy 3003, H14 temper; with mill finish for concealed ducts, and standard, one-side bright finish for duct surfaces exposed to view.
- F. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
 - 1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.
- G. 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.

2.5 DUCT LINER

- A. Fibrous-Glass Duct Liner: Comply with ASTM C 1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. CertainTeed Corporation; Insulation Group.
 - b. Johns Manville.

- c. Knauf Insulation.
 - d. Owens Corning.
 3. Antimicrobial Erosion-Resistant Coating: Apply to the surface of the liner that will form the interior surface of the duct to act as a moisture repellent and erosion-resistant coating. Antimicrobial compound shall be tested for efficacy by an NRTL and registered by the EPA for use in HVAC systems.
 4. Water-Based Liner Adhesive: Comply with NFPA 90A or NFPA 90B and with ASTM C 916.
 - a. 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).
- B. Flexible Elastomeric Duct Liner: Preformed, cellular, closed-cell, sheet materials complying with ASTM C 534, Type II, Grade 1; and with NFPA 90A or NFPA 90B.
 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - a. Aeroflex USA Inc.
 - b. Armacell LLC.
 - c. K-Flex USA.
 2. Surface-Burning Characteristics: Maximum flame-spread index of 25 and maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.
 3. Liner Adhesive: As recommended by insulation manufacturer and complying with NFPA 90A or NFPA 90B.
 - a. 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. Insulation Pins and Washers:
 1. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch- diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch galvanized carbon-steel washer.
 2. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick galvanized steel; with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
- D. Shop Application of Duct Liner: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-19, "Flexible Duct Liner Installation."
 1. Adhere a single layer of indicated thickness of duct liner with at least 90 percent adhesive coverage at liner contact surface area. Attaining indicated thickness with multiple layers of duct liner is prohibited.
 2. Apply adhesive to transverse edges of liner facing upstream that do not receive metal nosing.
 3. Butt transverse joints without gaps, and coat joint with adhesive.

4. Fold and compress liner in corners of rectangular ducts or cut and fit to ensure butted-edge overlapping.
5. Do not apply liner in rectangular ducts with longitudinal joints, except at corners of ducts, unless duct size and dimensions of standard liner make longitudinal joints necessary.
6. Apply adhesive coating on longitudinal seams in ducts with air velocity of 2500 fpm.
7. Secure liner with mechanical fasteners 4 inches from corners and at intervals not exceeding 12 inches transversely; at 3 inches from transverse joints and at intervals not exceeding 18 inches longitudinally.
8. Secure transversely oriented liner edges facing the airstream with metal nosings that have either channel or "Z" profiles or are integrally formed from duct wall. Fabricate edge facings at the following locations:
 - a. Fan discharges.
 - b. Intervals of lined duct preceding unlined duct.
 - c. Upstream edges of transverse joints in ducts where air velocities are higher than 2500 fpm or where indicated.
9. Terminate inner ducts with buildouts attached to fire-damper sleeves, dampers, turning vane assemblies, or other devices. Fabricated buildouts (metal hat sections) or other buildout means are optional; when used, secure buildouts to duct walls with bolts, screws, rivets, or welds.

2.6 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.
 10. For indoor applications, use sealant that has a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- 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. Solvent-Based Joint and Seam Sealant:

1. Application Method: Brush on.
2. Base: Synthetic rubber resin.
3. Solvent: Toluene and heptane.
4. Solids Content: Minimum 60 percent.
5. Shore A Hardness: Minimum 60.
6. Water resistant.
7. Mold and mildew resistant.
8. For indoor applications, use sealant that has a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
9. VOC: Maximum 395 g/L.
10. Maximum Static-Pressure Class: 10-inch wg, positive or negative.
11. Service: Indoor or outdoor.
12. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

E. 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.
6. For indoor applications, use sealant that has a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

F. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

G. 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.

2.7 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 Cables for Stainless-Steel Ducts: Stainless steel complying with ASTM A 492.
- F. 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.
- G. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- H. Trapeze and Riser Supports:
 - 1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
 - 2. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.
 - 3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.
- B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.
- C. 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 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. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.
- D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.
- E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 ADDITIONAL INSTALLATION REQUIREMENTS FOR COMMERCIAL KITCHEN HOOD EXHAUST DUCT

- A. Install commercial kitchen hood exhaust ducts without dips and traps that may hold grease, and sloped a minimum of 2 percent to drain grease back to the hood.
- B. Install fire-rated access panel assemblies at each change in direction and at maximum intervals of 20 feet in horizontal ducts, and at every floor for vertical ducts, or as indicated on Drawings. Locate access panel on top or sides of duct a minimum of 1-1/2 inches from bottom of duct.
- C. Do not penetrate fire-rated assemblies except as allowed by applicable building codes and authorities having jurisdiction.

3.4 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. Outdoor, Exhaust Ducts: Seal Class C.
 - 4. Outdoor, Return-Air Ducts: Seal Class C.
 - 5. Unconditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class B.
 - 6. Unconditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class A.
 - 7. Unconditioned Space, Exhaust Ducts: Seal Class C.
 - 8. Unconditioned Space, Return-Air Ducts: Seal Class B.
 - 9. Conditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class C.
 - 10. Conditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class B.
 - 11. Conditioned Space, Exhaust Ducts: Seal Class B.
 - 12. Conditioned Space, Return-Air Ducts: Seal Class C.

3.5 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.
 - 5. Do not use powder-actuated concrete fasteners for seismic restraints.
- 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: Threaded rod and angle or channel supports.

- 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.

3.6 SEISMIC-RESTRAINT-DEVICE INSTALLATION

- A. Install ducts with hangers and braces designed to support the duct and to restrain against seismic forces required by applicable building codes. Comply with SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."
 - 1. Space lateral supports a maximum of 40 feet o.c., and longitudinal supports a maximum of 80 feet o.c.
 - 2. Brace a change of direction longer than 12 feet.
- B. Select seismic-restraint devices with capacities adequate to carry present and future static and seismic loads.
- C. Install cables so they do not bend across edges of adjacent equipment or building structure.
- D. Install cable restraints on ducts that are suspended with vibration isolators.
- E. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction.
- F. Attachment to Structure: If specific attachment is not indicated, anchor bracing and restraints to structure, to flanges of beams, to upper truss chords of bar joists, or to concrete members.
- G. Drilling for and Setting Anchors:
 - 1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcement or embedded items during drilling. Notify the Architect if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
 - 2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
 - 3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
 - 4. Set anchors to manufacturer's recommended torque, using a torque wrench.
 - 5. Install zinc-coated steel anchors for interior applications and stainless-steel anchors for applications exposed to weather.

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 PAINTING

- A. Paint interior of metal ducts that are visible through registers and grilles and that do not have duct liner. Apply one coat of flat, black, latex paint over a compatible galvanized-steel primer. Paint materials and application requirements are specified in Division 09 painting Sections.

3.9 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Leakage Tests:
 - 1. Comply with SMACNA's "HVAC Air Duct Leakage Test Manual." Submit a test report for each test.
 - 2. Test the following systems:
 - a. All medium pressure supply mains from built-up Air Handling Units to the terminal box connections.
 - b. All concealed low pressure supply mains from built up Air Handling Units.
 - c. Low pressure supply ducts (single zone units and supply ductwork downstream of terminal boxes): Test representative duct sections, totaling no less than 10 percent of total installed duct area for each designated pressure class.
 - 3. Disassemble, reassemble, and seal segments of systems to accommodate leakage testing and for compliance with test requirements.
 - 4. Test for leaks before applying external insulation.
 - 5. Conduct tests at static pressures equal to maximum design pressure of system or section being tested. If static-pressure classes are not indicated, test system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure.
 - 6. Give seven days' advance notice for testing.
- C. Duct System Cleanliness Tests:
 - 1. Visually inspect duct system to ensure that no visible contaminants are present.
 - 2. Test sections of metal duct system, chosen randomly by Owner, for cleanliness according to "Vacuum Test" in NADCA ACR, "Assessment, Cleaning and Restoration of HVAC Systems."
 - a. Acceptable Cleanliness Level: Net weight of debris collected on the filter media shall not exceed 0.75 mg/100 sq. cm.
- D. Duct system will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

3.10 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, spray eliminators, condensate drain pans, humidifiers and dehumidifiers, 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 fibrous-glass duct liner with HEPA vacuuming equipment; do not permit duct liner to get wet. Replace fibrous-glass duct liner that is damaged, deteriorated, or delaminated or that has friable material, mold, or fungus growth.
 - 5. 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.

6. Provide drainage and cleanup for wash-down procedures.
7. 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.

3.11 START UP

- A. Air Balance: Comply with requirements in Division 23 Section "Testing, Adjusting, and Balancing for HVAC."

3.12 DUCT SCHEDULE

- A. Fabricate ducts with galvanized sheet steel unless noted otherwise.
- B. Supply Ducts:
 1. Ducts Connected to Indoor Units, Packaged Heat Pumps, and Downstream of Terminal Boxes:
 - a. Pressure Class: Positive 2-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: Per current SMACNA standards based on specified pressure class.
 - d. SMACNA Leakage Class for Round and Flat Oval: Per current SMACNA standards based on specified pressure class.
 2. Ducts Connected to Equipment Not Listed Above:
 - a. Pressure Class: Positive 3-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: Per current SMACNA standards based on specified pressure class.
 - d. SMACNA Leakage Class for Round and Flat Oval: Per current SMACNA standards based on specified pressure class.
- C. Return Ducts:
 1. Ducts Connected to Indoor Units and Packaged Heat Pumps:
 - a. Pressure Class: Positive or negative 2-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: Per current SMACNA standards based on specified pressure class.
 - d. SMACNA Leakage Class for Round and Flat Oval: Per current SMACNA standards based on specified pressure class.
 2. Ducts Connected to Equipment Not Listed Above:
 - a. Pressure Class: Positive or negative 3-inch wg.
 - b. Minimum SMACNA Seal Class: A.

- c. SMACNA Leakage Class for Rectangular: Per current SMACNA standards based on specified pressure class.
 - d. SMACNA Leakage Class for Round and Flat Oval: Per current SMACNA standards based on specified pressure class.
- D. Exhaust Ducts:
- 1. Ducts Connected to Fans Exhausting (ASHRAE 62.1, Class 1 and 2) Air:
 - a. Pressure Class: Negative 2-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: Per current SMACNA standards based on specified pressure class.
 - d. SMACNA Leakage Class for Round and Flat Oval: Per current SMACNA standards based on specified pressure class.
 - 2. Ducts Connected to Commercial Kitchen Hoods: Comply with NFPA 96.
 - a. Exposed to View: Type 304, stainless-steel sheet, No. 4 finish.
 - b. Concealed: Carbon-steel sheet.
 - c. Welded seams and joints.
 - d. Pressure Class: Positive or negative 3-inch wg.
 - e. Minimum SMACNA Seal Class: Welded seams, joints, and penetrations.
 - f. SMACNA Leakage Class: Per current SMACNA standards based on specified pressure class.
 - 3. Ducts Connected to Dishwasher Hoods:
 - a. Type 304, stainless-steel sheet.
 - b. Exposed to View: No. 4 finish.
 - c. Concealed: No. 2D finish.
 - d. Welded seams and flanged joints with watertight EPDM gaskets.
 - e. Pressure Class: Positive or negative 2-inch wg.
 - f. Minimum SMACNA Seal Class: Welded seams, joints, and penetrations.
 - g. SMACNA Leakage Class: Per current SMACNA standards based on specified pressure class.
 - 4. Ducts Connected to Equipment Not Listed Above:
 - a. Pressure Class: Positive or negative 3-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: Per current SMACNA standards based on specified pressure class
 - d. SMACNA Leakage Class for Round and Flat Oval: Per current SMACNA standards based on specified pressure class.
- E. Outdoor-Air (Not Filtered, Heated, or Cooled) Ducts:
- 1. Ducts Connected to Indoor Units or Packaged Heat Pumps:
 - a. Pressure Class: Positive or negative 2-inch wg.

- b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: Per current SMACNA standards based on specified pressure class.
 - d. SMACNA Leakage Class for Round and Flat Oval: Per current SMACNA standards based on specified pressure class.
2. Ducts Connected to Equipment Not Listed Above:
- a. Pressure Class: Positive or negative 2-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: Per current SMACNA standards based on specified pressure class.
 - d. SMACNA Leakage Class for Round and Flat Oval: Per current SMACNA standards based on specified pressure class.
- F. Intermediate Reinforcement:
- 1. Galvanized-Steel Ducts: Galvanized steel.
 - 2. Stainless-Steel Ducts:
 - a. Exposed to Airstream: Match duct material.
 - b. Not Exposed to Airstream: Match duct material.
 - 3. Aluminum Ducts: Aluminum.
- G. Double-Wall Duct Interstitial Insulation:
- 1. Supply Air Ducts: 1 inch thick.
 - 2. Return Air Ducts: 1 inch thick.
- H. Elbow Configuration:
- 1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Elbows."
 - a. Velocity 1000 fpm or Lower:
 - 1) Radius Type RE 1 with minimum 0.5 radius-to-diameter ratio.
 - 2) Mitered Type RE 4 without vanes.
 - b. Velocity 1000 to 1500 fpm:
 - 1) Radius Type RE 1 with minimum 1.0 radius-to-diameter ratio.
 - 2) Radius Type RE 3 with minimum 0.5 radius-to-diameter ratio and two vanes.
 - 3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-3, "Vanes and Vane Runners," and Figure 2-4, "Vane Support in Elbows."
 - c. Velocity 1500 fpm or Higher:

- 1) Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
 - 2) Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
 - 3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-3, "Vanes and Vane Runners," and Figure 2-4, "Vane Support in Elbows."
2. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "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 2-3, "Vanes and Vane Runners," and Figure 2-4, "Vane Support in Elbows."
 3. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-3, "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.
 - 1) Velocity 1000 fpm or Lower: 0.5 radius-to-diameter ratio and three segments for 90-degree elbow.
 - 2) Velocity 1000 to 1500 fpm: 1.0 radius-to-diameter ratio and four segments for 90-degree elbow.
 - 3) Velocity 1500 fpm or Higher: 1.5 radius-to-diameter ratio and five segments for 90-degree elbow.
 - 4) Radius-to Diameter Ratio: 1.5.
 - b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
 - c. Round Elbows, 14 Inches and Larger in Diameter: Standing seam.
- I. 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.
 - b. Rectangular Main to Round Branch: Spin in.
 2. Round and Flat Oval: 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. Velocity 1000 fpm or Lower: 90-degree tap.
 - b. Velocity 1000 to 1500 fpm: Conical tap.
 - c. Velocity 1500 fpm or Higher: 45-degree lateral.

END OF SECTION 233113

ATTACHMENT F

237413 VAV PACKAGED ROOFTOP UNITS

SECTION 237413 – VAV PACKAGED ROOFTOP UNITS

PART 1 - GENERAL

1.1 HVAC EQUIPMENT INSULATION

A. Air handling compartment

1. Interior cabinet surfaces shall be insulated with a minimum 1/2 in. thick, minimum 1-3/4 lb density, flexible fiberglass insulation with aluminum foil-faced on the air side.
2. Access doors shall be insulated with a minimum 1/2 in. thick, minimum 1-3/4 lb density, flexible fiberglass insulation covered with galvanized steel liner on the air side (double wall).
3. The heat compartment shall be insulated with a minimum 1/2 in. thick, minimum 1-3/4 lb density, flexible fiberglass insulation covered with galvanized steel liner on the air side (double wall).
4. The bottom of the base pan (exterior) shall be insulated with a minimum 1/2 in. thick, minimum 1-3/4 lb density, flexible fiberglass insulation with aluminum foil-faced on the exterior facing side.
5. Air touching doors and panels shall have a minimum nominal thermal efficiency rating of R4.
6. Insulation and adhesive shall meet NFPA 90A requirements for flame spread and smoke generation.

1.2 WARRANTY

- a. RTU manufacturer shall provide a **5** year warranty for parts and labor.

1.3 DIRECT DIGITAL CONTROL SYSTEM FOR HVAC (SZVAV RTU)

A. Integrated unit controller with Direct Digital Control (DDC) shall:

1. Provide integrated unit operation for cooling, heating, and ventilation as well as monitoring, recording, and reporting capabilities. Controller shall also provide diagnostics and alarms of abnormal unit operation through the user interface.
2. Operate via building automation system (BAS), open protocol, BACnet IP
3. Have plug-and-play compatibility with Niagara N4, including communication, points and properties pages, and graphics.

4. Include a screen user interface
5. Provide the ability to read refrigerant pressures at local display or via BAS network without the use of external refrigerant gauges.
6. Include a USB data port to allow for software upgrades without the need for special tools or programs.
7. Include field use control outputs, including field provided modulating heat, field provided heat enable, alarm/aux relay, and damper override relay, as standard.
8. Provide cooling and heating demand source configurations for space temperature sensors, cool/heat thermostat or network inputs, or return air temperature.
9. Provide supply air temperature based operation for cooling and modulating heat with user adjustable supply air temperature setpoints for low cool, high cool, VAV cool, low heat, high heat, and vent demands.
10. Allow mechanical cooling operation down to -10°F (-23.3°C) entering condenser coil, through the modulation of condenser fan speeds
11. Provide user-adjustable compressor lockouts based on outdoor air temperature and mixed air temperature, and user-adjustable heating lockouts based on outdoor air temperature.
12. Shall read and display the indoor fan motor, voltage, current, temperature, and modulation level.

1.1 Electric and Electronic Control System for HVAC

A. General:

1. Shall be complete with self-contained low-voltage control circuit.
2. Shall utilize color-coded wiring.
3. Shall have wiring diagrams affixed to the interior door panels of each section.

B. Safeties:

1. Compressors.
 - a. Over-temperature.
 - b. Over-current.
 - c. High refrigerant circuit pressure switch.
 - d. Refrigerant circuit lead detection and mitigation.

2. Indoor Fan
 - a. Overcurrent protection.
 - b. Line under voltage detection.
 - c. Phase loss detection.
 - d. Blocked rotor detection.
 - e. Rotor position detection error.
 - f. Indoor fan door interlock switch to prevent indoor fan operation with the fan access door open.

1.4 PACKAGED AIR CONDITIONERS

A. General:

1. Outdoor, rooftop mounted, electrically controlled, heating and cooling unit utilizing a fully hermetic scroll compressor(s) for cooling duty.
2. Factory-assembled, single-piece heating and cooling unit. Contained within the unit enclosure shall be all factory wiring, piping, refrigerant charge, operating oil charge, microprocessor-based control system and associated hardware, and all special features required prior to field start-up.
3. Unit shall use (R-454B) refrigerant and include a factory refrigerant charge. The unit exterior must be marked as using R-454B and the nameplate must contain the refrigerant charge weight.
4. Unit shall ship as a single piece and shall be installed in accordance with the manufacturer's instructions.
5. Unit must be selected and installed in compliance with local, state, and federal codes.

B. Quality Assurance:

1. Unit meets and exceeds ASHRAE 90.1 (latest edition) minimum efficiency requirements.
2. Unit performance shall be certified in accordance with AHRI Standards 340/360 (latest edition).
3. Unit shall be designed to conform to ASHRAE 15 and 62.1 (latest editions).
4. Insulation and adhesive shall meet NFPA 90A requirements for flame spread and smoke generation.

5. Pre-painted exterior coating shall be capable of withstanding a minimum 500-hour salt spray exposure per ASTM B117 (scribed specimen).
6. Unit shall be manufactured in a facility registered by ISO 9001:2015.
7. Roof curb adaptor shall be constructed of aluminum, not to exceed 15" tall.
8. Unit shall pass an automated factory run test, including validation of refrigerant circuit performance, verification of operation of key components. A run test certificate shall ship with the unit.
9. Unit shall be designed in accordance with UL Standard 1995 or 60335-2-40, including tested to withstand rain. Compliance shall be listed with UL and UL Canada.

C. Delivery, Storage, and Handling:

1. Unit shall be stored and handled per manufacturer's recommendations.
2. Lifted by crane requires spreader bars.
3. Unit shall only be stored or positioned in the upright position.

E. Operating Characteristics:

1. Unit shall be capable of starting and running in mechanical cooling from -10°F (-23.3°C) to 115°F (46.1°C) entering condenser air temperature.
2. Unit shall meet or exceed ASHRAE 90.1 requirements for a minimum of 4 stages of cooling capacity with the lowest stage being no higher than 25% of unit capacity.
3. Unit shall discharge supply air vertically or horizontally as shown on drawings.
4. Unit shall provide supply air temperature control in cooling

F. Electrical Requirements:

1. Main power supply voltage, phase, and frequency must match those required by the manufacturer.
2. The unit power panel shall have a short circuit current rating (SCCR) of no less than 10kA.
3. The single point electrical connection shall be at a factory-installed terminal block in the power panel.
4. Power wiring shall be a copper conductor (no aluminum) sized for no less than 167°F (75°C).
5. Separate enclosures shall be provided for high and low voltage components.

G. Unit Cabinet:

1. Unit cabinet shall be constructed of galvanized steel (designated G60 per ASTM Standard A653) and shall be bonderized with a pre-painted finish or powder-coat on the outer surface.
2. Unit cabinet exterior shall be capable of withstanding ASTM Standard B117 500-hour salt spray test.
3. Unit cabinet interior top and side panels/doors (supply air touching) shall be lined minimum 1/2 in. thick, 1 lb density, aluminum foil-faced fiberglass insulation.
4. Unit cabinet shall have an insulation rating of R4.
5. Unit shall be available in dedicated compact or standard chassis footprints to facilitate replacement of existing units or meet new construction requirements.
6. Drawings shall be available to show the dimensions of the specified cabinet configurations. Certified drawings with a table to decode unit lengths is not acceptable.
7. Basepan:
 - a. Unit shall have base rails on a minimum of 2 sides.
 - b. Include a minimum of four lifting lugs to support rigging shackles for maneuvering and overhead rigging.
 - c. Base rail shall be a minimum of 16 gauge thickness.
 - d. Shall have a single thru-the-base power coupling and primary and secondary thru-the-base control couplings.
 - e. Bottom shall be lined with minimum 1/2 in. thick, 1 lb density, fiberglass insulation.
8. Condensate Pan:
 - a. Shall be a sloped condensate drain pan made of stainless steel.
 - b. Shall comply with ASHRAE Standard 62.
 - c. Shall use a single, drain connector through the side of the unit base rail. Connection shall be made per manufacturer's recommendations.
9. Electrical Connections:
 - a. All unit power wiring shall enter the power box at the bottom or back.
 - b. Thru-the-base capability.

- 1) Standard unit shall have a thru-the-base power and control couplings in the basepan.
- 2) No basepan penetration, other than those authorized by the manufacturer, is permitted.

10. Access Doors:

- a. Hinged access doors shall be provided on a single side of the unit to facilitate single side maintenance access, coordinate side with access platform.
- b. At a minimum, doors must be provided on the filter section, indoor fan section, control box, and power box. The door shall seal against a rubber gasket to prevent air and water leakage.
- c. All doors shall require the use of tools to open the door to help prevent unauthorized access.
- d. The indoor fan section door shall have a minimum of one locking handle and pressure safety latch.

11. Access Panels:

- a. Removable panels shall be provided on areas that require infrequent access.

H. Coils:

1. Evaporator (Standard):

- a. Shall be round tube, plate fin style coil with aluminum fins mechanically bonded to copper tubes (Al/Cu).
- b. Tube diameter shall be 1/2 in. OD (outside diameter).
- c. Coil shall be fully active during full and part load operation.
- d. Intertwined circuiting constructed of aluminum fins mechanically bonded to seamless copper tubes.
- e. Full-face active type during full and part-load conditions.
- f. Coils shall be leak tested at 150 psig and pressure tested at 650 psig.

2. Condenser (Standard):

- a. Shall be an microchannel design, constructed of an aluminum alloy. The coils shall have a series of flat tubes containing a series of multiple, parallel flow microchannels layered between the refrigerant manifolds.
- b. Microchannel coils shall consist of a two-pass arrangement.

- c. Coils shall be leak tested at 150 psig and pressure tested at 650 psig.

I. Refrigerant Circuit:

1. Refrigerant circuit shall have the following control, safety, and maintenance features:

- a. Single circuit refrigerant circuit on sizes 28-40 and dual refrigerant circuits on size 50-74.
- b. Electronic expansion valve (EXV) metering devices on all models. Thermostatic expansion valves (TXV) are not acceptable.
- c. Refrigerant filter drier.
- d. Service ports on suction and discharge lines.
- e. Sight glass.
- f. Fusible plug.
- g. Refrigerant lead detection sensor.
- h. Refrigerant leak mitigation board.

2. Compressors:

- a. The unit shall have a maximum of two compressors per refrigerant circuit to ensure proper coil management.
- b. Units must have a minimum of one variable speed compressor for improved supply air temperature control and load matching.
- c. Compressors shall be mounted on rubber-in-shear vibration isolation.
- d. Each compressor shall have crankcase heater that is only on when the compressor is off and the outdoor air temperature is below 80°F (26.6°C).

K. Indoor Fan:

1. Motor:

- a. Shall be an electronically commutated (ECM) motor, available in standard or medium static.
- b. Must have IP20 or IP55 ingress protection rating, a Moisture (F)/Environmental (H) protection class if H1, and an insulation class of F.
- c. Shall communicate with the unit controller over Modbus and shall be capable of receiving at least one configurable discrete input, one configurable analog input, and one configurable analog output. Analog or pulse width modulation control is not acceptable.

- d. Must have permanently lubricated bearings.
- e. Shall be controlled directly from the Carrier control system. External PWM control is not acceptable.
- f. Provide internal diagnostics and EMI/RFI (electromagnetic/radio frequency interference) filters.
- g. The indoor fan wall must include track to support the bottom of the fan frame for easy fan removal and installation.
- h. Bearings shall have an L10 life of over 100,000 hours.

2. Fan:

- a. Unit shall have a direct drive indoor fan array containing no less than three fans.
- b. Shall be single width, single inlet (SWSI) backward curve impeller.
- c. Impeller, shaft, bearings, drive components, and motor shall be mounted on a formed steel assembly bolted to a galvanized steel mounting plate.
- d. Fans shall have a galvanized steel inlet nozzle, aluminum impeller with five blades, and die cast aluminum electronics housing.
- e. Impellers shall be designed for continuous operation at the maximum rated fan speed and motor power.
- f. Fan and motor shall be statically and dynamically balanced as an assembly to G6.3.

3. Control:

- a. VAV: The control shall default to single zone VAV (SZVAV). Controlled by space temperature.
 - 1) Shall have a duct pressure transducer with -0 to 5 in. wg range and low side pressure port reading atmospheric pressure. Requires field-supplied and installed high side pressure tubing and duct pressure pick-up port.
 - 2) The control shall be field configurable for space temperature control with open protocol for Third-party BAS. BACnet IP

L. Outdoor Fans:

1. Motor:

- a. Shall be a three-phase, 8-pole, totally enclosed motor. Single-phase motors are not acceptable.

- b. Shall use permanently lubricated bearings.
- c. Must be statically and dynamically balanced.
- d. Shall be variable speed (electronically commutated or variable frequency drive).
- e. The fan speed shall be modulated by the unit control based on saturated condensing temperature for improved efficiency and low ambient mechanical cooling. Fixed speed or staged fans are not acceptable.

2. Fans

- a. Shall be a direct-driven propeller type fan constructed of metal.
- b. Must be protected by PVC-coated steel wire safety guards.
- c. Shall discharge air vertically.

N. Factory-installed:

1. Stainless Steel Drain Pan:

- a. The unit shall have a factory-installed condensate drain pan constructed of 409 stainless steel for corrosion protection.

2. Humidity and Enthalpy Sensing:

- a. The unit shall have factory-installed outdoor air relative humidity and return air relative humidity sensors for use with dehumidification (return air relative humidity demand) or free cooling control (enthalpy or differential enthalpy changeover, outdoor air dew point lockout).

3. Ultra-Low Leak Economizer:

- a. The unit shall have a factory-installed economizer assembly with modulating outdoor air and return air dampers with damper actuator(s) for ventilation and free cooling operation.
- b. The economizer shall be controlled by the unit controller. Separate, standalone economizer control systems are not acceptable.
- c. Dampers shall be a gear-driven ultra low leakage type with blade and edge seals. Dampers shall exhibit a maximum leakage rate of 3 cfm per square foot of area at 1 in. wg pressure differential when tested in accordance with AMCA (Air Movement and Control Association) Standard 500.
- d. Actuator shall have a spring-return feature which shuts dampers upon a power interruption or unit shutdown. Actuators are capable of internal diagnostics.

- e. The unit controller shall have configuration to control ventilation based on indoor fan speed, outdoor air cfm, demand controlled ventilation (DCV), third-party minimum position control, or third-party full control.
 - f. The economizer shall be controlled by the unit controller and shall meet California Title 24, ASHRAE 90.1 and IECC Fault Detection and Diagnostic (FDD) requirements.
 - g. The unit controller shall have configurations to allow free cooling based on outdoor air temperature and differential outdoor air and return air temperature as standard. Configurations shall also available for outdoor air enthalpy, differential outdoor air and return air enthalpy, outdoor air enthalpy switch, or outdoor air dew point (optional or accessory sensors required).
 - h. Must include factory-installed outdoor air intake hoods that ship in the installation location to reduce installation time. Field installed outdoor air hoods are not acceptable.
 - i. COMPACT CHASSIS (179"): The outdoor air intake shall be on a different side of the unit than the exhaust or relief outlets to prevent recirculation and support proper ventilation.
4. Low Static Power Exhaust with Building Pressure Control
- a. The unit shall have a factory-installed exhaust system with two, direct-drive propeller fans with ECM motors, barometric dampers, and exhaust air hoods for relieving building pressure.
 - b. The unit shall have a factory-installed building pressure transducer with -0.25 to 0.25 in. wg range and low side pressure port reading atmospheric pressure. Requires field-supplied and installed high side pressure tubing and space pressure pick-up port.
 - c. The control system shall have configurations to control the exhaust fan based on outdoor air damper position, building pressure, or a third-party signal.
5. Powered Outlet:
- a. The unit shall have a factory-installed 115-v, ground-fault protected (GFI) duplex outlet for loads of up to 15A total.
 - b. The outlet requires a field-supplied and installed 115-v power source.
 - c. The outlet shall be accessible from outside the unit.
 - d. Does not include a transformer.
6. Power Monitor:
- a. The unit shall have a factory-installed power monitor to help protect against damage from abnormal power.
 - b. The monitor shall be normally closed and shall detect phase loss and phase reversal.

- c. The monitor shall trigger the control emergency shutdown to shut down the unit when a fault is detected.

7. Condensate Overflow Switch:

- a. The unit shall have a factory-installed condensate overflow switch to help protect against clogged drain pans.
- b. The overflow switch shall be an conducting type. Float switches are not acceptable.

END OF SECTION 237413

Exhibit 2
Drawings

ATTACHMENT A
25-0281 ELECTRICAL

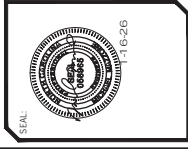
<p>2018 NORTH CAROLINA ENERGY EFFICIENCY - ELECTRICAL SUMMARY</p> <p>COMMISSIONING CHECKLIST - ELECTRICAL SUMMARY</p> <p>COMMISSIONING CHECKLIST - ELECTRICAL SUMMARY</p> <p>COMMISSIONING CHECKLIST - ELECTRICAL SUMMARY</p>	<p>DEVICES AND PATHWAYS</p> <p>BRANCH CIRCUIT OVERCURRENT PROTECTION</p> <p>NEUTRAL CONDUCTOR SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED LABEL WITH 1/4" HIGH GROUND FAULT INDICATOR</p> <p>NEUTRAL CONDUCTOR SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED LABEL WITH 1/4" HIGH GROUND FAULT INDICATOR</p> <p>NEUTRAL CONDUCTOR SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED LABEL WITH 1/4" HIGH GROUND FAULT INDICATOR</p>	<p>PANELS, DISCONNECTS</p> <p>NEUTRAL CONDUCTOR SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED LABEL WITH 1/4" HIGH GROUND FAULT INDICATOR</p> <p>NEUTRAL CONDUCTOR SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED LABEL WITH 1/4" HIGH GROUND FAULT INDICATOR</p> <p>NEUTRAL CONDUCTOR SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED LABEL WITH 1/4" HIGH GROUND FAULT INDICATOR</p>	<p>ELECTRICAL SHEET INDEX</p> <p>PLAN NUMBER</p> <p>1000 - ELECTRICAL</p> <p>1001 - ELECTRICAL</p> <p>1002 - ELECTRICAL</p> <p>1003 - ELECTRICAL</p> <p>1004 - ELECTRICAL</p> <p>1005 - ELECTRICAL</p> <p>1006 - ELECTRICAL</p> <p>1007 - ELECTRICAL</p> <p>1008 - ELECTRICAL</p> <p>1009 - ELECTRICAL</p> <p>1010 - ELECTRICAL</p> <p>1011 - ELECTRICAL</p> <p>1012 - ELECTRICAL</p> <p>1013 - ELECTRICAL</p> <p>1014 - ELECTRICAL</p> <p>1015 - ELECTRICAL</p> <p>1016 - ELECTRICAL</p> <p>1017 - ELECTRICAL</p> <p>1018 - ELECTRICAL</p> <p>1019 - ELECTRICAL</p> <p>1020 - ELECTRICAL</p>
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<p>PROJECT SUMMARY</p> <p>PROJECT CONSISTS OF 1 NEW FLOOR ON 2ND FLOOR OF EXISTING BUILDING. PROJECT CONSISTS OF 1 NEW FLOOR ON 2ND FLOOR OF EXISTING BUILDING. PROJECT CONSISTS OF 1 NEW FLOOR ON 2ND FLOOR OF EXISTING BUILDING.</p> <p>REVISIONS:</p> <p>1. REVISED TO ADD NEW ELECTRICAL PANELS AND CIRCUITS.</p> <p>2. REVISED TO ADD NEW ELECTRICAL PANELS AND CIRCUITS.</p> <p>3. REVISED TO ADD NEW ELECTRICAL PANELS AND CIRCUITS.</p>	<p>FIRE ALARM</p> <p>THE ALARM CONTROL UNIT SHALL BE INSTALLED IN THE ELECTRICAL CONTROL ROOM. THE ALARM CONTROL UNIT SHALL BE INSTALLED IN THE ELECTRICAL CONTROL ROOM. THE ALARM CONTROL UNIT SHALL BE INSTALLED IN THE ELECTRICAL CONTROL ROOM.</p> <p>THE ALARM CONTROL UNIT SHALL BE INSTALLED IN THE ELECTRICAL CONTROL ROOM. THE ALARM CONTROL UNIT SHALL BE INSTALLED IN THE ELECTRICAL CONTROL ROOM. THE ALARM CONTROL UNIT SHALL BE INSTALLED IN THE ELECTRICAL CONTROL ROOM.</p>
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<p>WORK SCHEDULING NOTE</p> <p>THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.</p>	<p>FIRE ALARM COORDINATION</p> <p>THE CONTRACTOR SHALL COORDINATE WITH THE FIRE ALARM CONTRACTOR TO ENSURE PROPER INSTALLATION AND TESTING OF THE FIRE ALARM SYSTEM. THE CONTRACTOR SHALL COORDINATE WITH THE FIRE ALARM CONTRACTOR TO ENSURE PROPER INSTALLATION AND TESTING OF THE FIRE ALARM SYSTEM. THE CONTRACTOR SHALL COORDINATE WITH THE FIRE ALARM CONTRACTOR TO ENSURE PROPER INSTALLATION AND TESTING OF THE FIRE ALARM SYSTEM.</p>	<p>PROJECT SCHEDULE</p> <p>CONTRACTOR SHALL COMPLETE SUBSTANTIAL COMPLETION OF WORK SHOWN ON THESE DRAWINGS AND SPECIFICATIONS PRIOR TO AUGUST 8, 2024.</p>	<p>COMMISSIONING NOTE</p> <p>THIS PROJECT INCLUDES A THIRD PARTY COMMISSIONING AGENT CONTRACTED BY THE CONTRACTOR. THE COMMISSIONING AGENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE COMMISSIONING AGENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE COMMISSIONING AGENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.</p>	<p>ADD ALTERNATE # E1</p> <p>REPLACE 01.209/120V PANELS THAT ARE OBSOLETE. CONTRACTOR SHALL REPLACE 01.209/120V PANELS THAT ARE OBSOLETE. CONTRACTOR SHALL REPLACE 01.209/120V PANELS THAT ARE OBSOLETE. CONTRACTOR SHALL REPLACE 01.209/120V PANELS THAT ARE OBSOLETE.</p>
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<p>SYMBOL SCHEDULE</p> <p>BRANCH CIRCUIT OVERCURRENT PROTECTION</p> <p>NEUTRAL CONDUCTOR SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED LABEL WITH 1/4" HIGH GROUND FAULT INDICATOR</p> <p>NEUTRAL CONDUCTOR SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED LABEL WITH 1/4" HIGH GROUND FAULT INDICATOR</p> <p>NEUTRAL CONDUCTOR SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED LABEL WITH 1/4" HIGH GROUND FAULT INDICATOR</p>	<p>DEVICES AND PATHWAYS</p> <p>BRANCH CIRCUIT OVERCURRENT PROTECTION</p> <p>NEUTRAL CONDUCTOR SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED LABEL WITH 1/4" HIGH GROUND FAULT INDICATOR</p> <p>NEUTRAL CONDUCTOR SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED LABEL WITH 1/4" HIGH GROUND FAULT INDICATOR</p> <p>NEUTRAL CONDUCTOR SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED LABEL WITH 1/4" HIGH GROUND FAULT INDICATOR</p>	<p>PANELS, DISCONNECTS</p> <p>NEUTRAL CONDUCTOR SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED LABEL WITH 1/4" HIGH GROUND FAULT INDICATOR</p> <p>NEUTRAL CONDUCTOR SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED LABEL WITH 1/4" HIGH GROUND FAULT INDICATOR</p> <p>NEUTRAL CONDUCTOR SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED LABEL WITH 1/4" HIGH GROUND FAULT INDICATOR</p>	<p>ELECTRICAL SHEET INDEX</p> <p>PLAN NUMBER</p> <p>1000 - ELECTRICAL</p> <p>1001 - ELECTRICAL</p> <p>1002 - ELECTRICAL</p> <p>1003 - ELECTRICAL</p> <p>1004 - ELECTRICAL</p> <p>1005 - ELECTRICAL</p> <p>1006 - ELECTRICAL</p> <p>1007 - ELECTRICAL</p> <p>1008 - ELECTRICAL</p> <p>1009 - ELECTRICAL</p> <p>1010 - ELECTRICAL</p> <p>1011 - ELECTRICAL</p> <p>1012 - ELECTRICAL</p> <p>1013 - ELECTRICAL</p> <p>1014 - ELECTRICAL</p> <p>1015 - ELECTRICAL</p> <p>1016 - ELECTRICAL</p> <p>1017 - ELECTRICAL</p> <p>1018 - ELECTRICAL</p> <p>1019 - ELECTRICAL</p> <p>1020 - ELECTRICAL</p>
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<p>GENERAL</p> <p>ALL WORK COVERED BY THESE SPECIFICATIONS CONSISTS OF FURNISHING ALL LABOR, EQUIPMENT, MATERIALS, AND SUPPLIES AS NECESSARY FOR THE WORK ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.</p>	<p>1. ELECTRICAL SPECIFICATIONS</p> <p>CONDUCTORS SHALL BE MANUFACTURED BY SOUTHWEST (SMBULL) THROUGH THE MANUFACTURER'S AUTHORIZED DISTRIBUTOR. CONDUCTORS SHALL BE MANUFACTURED BY SOUTHWEST (SMBULL) THROUGH THE MANUFACTURER'S AUTHORIZED DISTRIBUTOR. CONDUCTORS SHALL BE MANUFACTURED BY SOUTHWEST (SMBULL) THROUGH THE MANUFACTURER'S AUTHORIZED DISTRIBUTOR.</p>
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MNDROE
 HIGH SCHOOL
 HVAC MODIFICATIONS
 1 HIGH SCHOOL DRIVE
 MNDROE, NC 28112

REV#	DATE	DESCRIPTION

DATE: 01-16-26
 PROJECT #: 25-0281
 DRAWN BY: WD
 DESIGNED BY: WD
 CHECKED BY: MAM

SHEET TITLE:
 old gym panel
 schedules -
 existing
 conditions

DATE: E003
 SHEET NO: 3 of 12

EXISTING PANEL: PANEL A (EX COND)										
LOAD TYPE	CIRCUIT	WIRING	120V 200V			208V 200V			EQUIPMENT	EQUIPMENT
			PHASE	WIRING	LOAD	PHASE	WIRING	LOAD		

EXISTING PANEL: NP (EX COND)										
LOAD TYPE	CIRCUIT	WIRING	120V 200V			208V 200V			EQUIPMENT	EQUIPMENT
			PHASE	WIRING	LOAD	PHASE	WIRING	LOAD		

EXISTING PANEL: MPP (EX COND)										
LOAD TYPE	CIRCUIT	WIRING	120V 200V			208V 200V			EQUIPMENT	EQUIPMENT
			PHASE	WIRING	LOAD	PHASE	WIRING	LOAD		

EXISTING PANEL: ICF (EX COND)										
LOAD TYPE	CIRCUIT	WIRING	120V 200V			208V 200V			EQUIPMENT	EQUIPMENT
			PHASE	WIRING	LOAD	PHASE	WIRING	LOAD		

EXISTING PANEL: ICF (EX COND)										
LOAD TYPE	CIRCUIT	WIRING	120V 200V			208V 200V			EQUIPMENT	EQUIPMENT
			PHASE	WIRING	LOAD	PHASE	WIRING	LOAD		

EXISTING PANEL: PANEL B (EX COND)										
LOAD TYPE	CIRCUIT	WIRING	120V 200V			208V 200V			EQUIPMENT	EQUIPMENT
			PHASE	WIRING	LOAD	PHASE	WIRING	LOAD		



MNDROE HIGH SCHOOL
 HVAC MODIFICATIONS
 1 HIGH SCHOOL DRIVE
 MNDROE, NC 28112

REV#	DATE	DESCRIPTION

DATE: 01-16-26
 PROJECT #: 25-0281
 DRAWN BY: WD
 DESIGNED BY: WD
 CHECKED BY: MWM

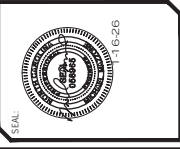
SHEET TITLE:
 new gym panel
 schedules -
 existing
 conditions

DWG #:
E005
 SHEET NO:
 5 of 12

EXISTING PANEL: PHA (EX)									
LOAD TYPE	WIRE TYPE	VOLTAGE	WIRE SIZE	PHASE	WIRE TYPE	WIRE SIZE	PHASE	WIRE TYPE	WIRE SIZE
1	3000	277	400	3	1	3000	277	400	3
2	3000	277	400	3	2	3000	277	400	3
3	3000	277	400	3	3	3000	277	400	3
4	3000	277	400	3	4	3000	277	400	3
5	3000	277	400	3	5	3000	277	400	3
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9	3000	277	400	3	9	3000	277	400	3
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17	3000	277	400	3	17	3000	277	400	3
18	3000	277	400	3	18	3000	277	400	3
19	3000	277	400	3	19	3000	277	400	3
20	3000	277	400	3	20	3000	277	400	3
21	3000	277	400	3	21	3000	277	400	3
22	3000	277	400	3	22	3000	277	400	3
23	3000	277	400	3	23	3000	277	400	3
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25	3000	277	400	3	25	3000	277	400	3
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29	3000	277	400	3	29	3000	277	400	3
30	3000	277	400	3	30	3000	277	400	3
31	3000	277	400	3	31	3000	277	400	3
32	3000	277	400	3	32	3000	277	400	3
33	3000	277	400	3	33	3000	277	400	3
34	3000	277	400	3	34	3000	277	400	3
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41	3000	277	400	3	41	3000	277	400	3
42	3000	277	400	3	42	3000	277	400	3
43	3000	277	400	3	43	3000	277	400	3
44	3000	277	400	3	44	3000	277	400	3
45	3000	277	400	3	45	3000	277	400	3
46	3000	277	400	3	46	3000	277	400	3
47	3000	277	400	3	47	3000	277	400	3
48	3000	277	400	3	48	3000	277	400	3
49	3000	277	400	3	49	3000	277	400	3
50	3000	277	400	3	50	3000	277	400	3
51	3000	277	400	3	51	3000	277	400	3
52	3000	277	400	3	52	3000	277	400	3
53	3000	277	400	3	53	3000	277	400	3
54	3000	277	400	3	54	3000	277	400	3
55	3000	277	400	3	55	3000	277	400	3
56	3000	277	400	3	56	3000	277	400	3
57	3000	277	400	3	57	3000	277	400	3
58	3000	277	400	3	58	3000	277	400	3
59	3000	277	400	3	59	3000	277	400	3
60	3000	277	400	3	60	3000	277	400	3

EXISTING PANEL: PLA (EX)									
LOAD TYPE	WIRE TYPE	VOLTAGE	WIRE SIZE	PHASE	WIRE TYPE	WIRE SIZE	PHASE	WIRE TYPE	WIRE SIZE
1	3000	277	400	3	1	3000	277	400	3
2	3000	277	400	3	2	3000	277	400	3
3	3000	277	400	3	3	3000	277	400	3
4	3000	277	400	3	4	3000	277	400	3
5	3000	277	400	3	5	3000	277	400	3
6	3000	277	400	3	6	3000	277	400	3
7	3000	277	400	3	7	3000	277	400	3
8	3000	277	400	3	8	3000	277	400	3
9	3000	277	400	3	9	3000	277	400	3
10	3000	277	400	3	10	3000	277	400	3
11	3000	277	400	3	11	3000	277	400	3
12	3000	277	400	3	12	3000	277	400	3
13	3000	277	400	3	13	3000	277	400	3
14	3000	277	400	3	14	3000	277	400	3
15	3000	277	400	3	15	3000	277	400	3
16	3000	277	400	3	16	3000	277	400	3
17	3000	277	400	3	17	3000	277	400	3
18	3000	277	400	3	18	3000	277	400	3
19	3000	277	400	3	19	3000	277	400	3
20	3000	277	400	3	20	3000	277	400	3
21	3000	277	400	3	21	3000	277	400	3
22	3000	277	400	3	22	3000	277	400	3
23	3000	277	400	3	23	3000	277	400	3
24	3000	277	400	3	24	3000	277	400	3
25	3000	277	400	3	25	3000	277	400	3
26	3000	277	400	3	26	3000	277	400	3
27	3000	277	400	3	27	3000	277	400	3
28	3000	277	400	3	28	3000	277	400	3
29	3000	277	400	3	29	3000	277	400	3
30	3000	277	400	3	30	3000	277	400	3
31	3000	277	400	3	31	3000	277	400	3
32	3000	277	400	3	32	3000	277	400	3
33	3000	277	400	3	33	3000	277	400	3
34	3000	277	400	3	34	3000	277	400	3
35	3000	277	400	3	35	3000	277	400	3
36	3000	277	400	3	36	3000	277	400	3
37	3000	277	400	3	37	3000	277	400	3
38	3000	277	400	3	38	3000	277	400	3
39	3000	277	400	3	39	3000	277	400	3
40	3000	277	400	3	40	3000	277	400	3
41	3000	277	400	3	41	3000	277	400	3
42	3000	277	400	3	42	3000	277	400	3
43	3000	277	400	3	43	3000	277	400	3
44	3000	277	400	3	44	3000	277	400	3
45	3000	277	400	3	45	3000	277	400	3
46	3000	277	400	3	46	3000	277	400	3
47	3000	277	400	3	47	3000	277	400	3
48	3000	277	400	3	48	3000	277	400	3
49	3000	277	400	3	49	3000	277	400	3
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51	3000	277	400	3	51	3000	277	400	3
52	3000	277	400	3	52	3000	277	400	3
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55	3000	277	400	3	55	3000	277	400	3
56	3000	277	400	3	56	3000	277	400	3
57	3000	277	400	3	57	3000	277	400	3
58	3000	277	400	3	58	3000	277	400	3
59	3000	277	400	3	59	3000	277	400	3
60	3000	277	400	3	60	3000	277	400	3

EXISTING PANEL: PHA (EX)									
LOAD TYPE	WIRE TYPE	VOLTAGE	WIRE SIZE	PHASE	WIRE TYPE	WIRE SIZE	PHASE	WIRE TYPE	WIRE SIZE
1	3000	277	400	3	1	3000	277	400	3
2	3000	277	400	3	2	3000			



REV#	DATE	DESCRIPTION

DATE: 01-16-26
 PROJECT #: 25-0281
 DRAWN BY: WD
 DESIGNED BY: WD
 CHECKED BY: MWM

SHEET TITLE:
 new gym panel
 schedules - new
 work

EXISTING PANEL: PHA									
MOUNTING SURFACE		400 AMP		400 AMP		400 AMP		400 AMP	
NO.	DESCRIPTION	PHASE	WIRE SIZE	TERMINAL	WIRE SIZE	TERMINAL	WIRE SIZE	TERMINAL	WIRE SIZE
1	MAIN CIRCUIT BREAKER								
2	100 AMP 2P	A	10 AWG	1	10 AWG	1	10 AWG	1	10 AWG
3	100 AMP 2P	B	10 AWG	2	10 AWG	2	10 AWG	2	10 AWG
4	100 AMP 2P	C	10 AWG	3	10 AWG	3	10 AWG	3	10 AWG
5	100 AMP 2P	A	10 AWG	4	10 AWG	4	10 AWG	4	10 AWG
6	100 AMP 2P	B	10 AWG	5	10 AWG	5	10 AWG	5	10 AWG
7	100 AMP 2P	C	10 AWG	6	10 AWG	6	10 AWG	6	10 AWG
8	100 AMP 2P	A	10 AWG	7	10 AWG	7	10 AWG	7	10 AWG
9	100 AMP 2P	B	10 AWG	8	10 AWG	8	10 AWG	8	10 AWG
10	100 AMP 2P	C	10 AWG	9	10 AWG	9	10 AWG	9	10 AWG
11	100 AMP 2P	A	10 AWG	10	10 AWG	10	10 AWG	10	10 AWG
12	100 AMP 2P	B	10 AWG	11	10 AWG	11	10 AWG	11	10 AWG
13	100 AMP 2P	C	10 AWG	12	10 AWG	12	10 AWG	12	10 AWG
14	100 AMP 2P	A	10 AWG	13	10 AWG	13	10 AWG	13	10 AWG
15	100 AMP 2P	B	10 AWG	14	10 AWG	14	10 AWG	14	10 AWG
16	100 AMP 2P	C	10 AWG	15	10 AWG	15	10 AWG	15	10 AWG
17	100 AMP 2P	A	10 AWG	16	10 AWG	16	10 AWG	16	10 AWG
18	100 AMP 2P	B	10 AWG	17	10 AWG	17	10 AWG	17	10 AWG
19	100 AMP 2P	C	10 AWG	18	10 AWG	18	10 AWG	18	10 AWG
20	100 AMP 2P	A	10 AWG	19	10 AWG	19	10 AWG	19	10 AWG
21	100 AMP 2P	B	10 AWG	20	10 AWG	20	10 AWG	20	10 AWG
22	100 AMP 2P	C	10 AWG	21	10 AWG	21	10 AWG	21	10 AWG
23	100 AMP 2P	A	10 AWG	22	10 AWG	22	10 AWG	22	10 AWG
24	100 AMP 2P	B	10 AWG	23	10 AWG	23	10 AWG	23	10 AWG
25	100 AMP 2P	C	10 AWG	24	10 AWG	24	10 AWG	24	10 AWG
26	100 AMP 2P	A	10 AWG	25	10 AWG	25	10 AWG	25	10 AWG
27	100 AMP 2P	B	10 AWG	26	10 AWG	26	10 AWG	26	10 AWG
28	100 AMP 2P	C	10 AWG	27	10 AWG	27	10 AWG	27	10 AWG
29	100 AMP 2P	A	10 AWG	28	10 AWG	28	10 AWG	28	10 AWG
30	100 AMP 2P	B	10 AWG	29	10 AWG	29	10 AWG	29	10 AWG
31	100 AMP 2P	C	10 AWG	30	10 AWG	30	10 AWG	30	10 AWG
32	100 AMP 2P	A	10 AWG	31	10 AWG	31	10 AWG	31	10 AWG
33	100 AMP 2P	B	10 AWG	32	10 AWG	32	10 AWG	32	10 AWG
34	100 AMP 2P	C	10 AWG	33	10 AWG	33	10 AWG	33	10 AWG
35	100 AMP 2P	A	10 AWG	34	10 AWG	34	10 AWG	34	10 AWG
36	100 AMP 2P	B	10 AWG	35	10 AWG	35	10 AWG	35	10 AWG
37	100 AMP 2P	C	10 AWG	36	10 AWG	36	10 AWG	36	10 AWG
38	100 AMP 2P	A	10 AWG	37	10 AWG	37	10 AWG	37	10 AWG
39	100 AMP 2P	B	10 AWG	38	10 AWG	38	10 AWG	38	10 AWG
40	100 AMP 2P	C	10 AWG	39	10 AWG	39	10 AWG	39	10 AWG
41	100 AMP 2P	A	10 AWG	40	10 AWG	40	10 AWG	40	10 AWG
42	100 AMP 2P	B	10 AWG	41	10 AWG	41	10 AWG	41	10 AWG
43	100 AMP 2P	C	10 AWG	42	10 AWG	42	10 AWG	42	10 AWG
44	100 AMP 2P	A	10 AWG	43	10 AWG	43	10 AWG	43	10 AWG
45	100 AMP 2P	B	10 AWG	44	10 AWG	44	10 AWG	44	10 AWG
46	100 AMP 2P	C	10 AWG	45	10 AWG	45	10 AWG	45	10 AWG
47	100 AMP 2P	A	10 AWG	46	10 AWG	46	10 AWG	46	10 AWG
48	100 AMP 2P	B	10 AWG	47	10 AWG	47	10 AWG	47	10 AWG
49	100 AMP 2P	C	10 AWG	48	10 AWG	48	10 AWG	48	10 AWG
50	100 AMP 2P	A	10 AWG	49	10 AWG	49	10 AWG	49	10 AWG
51	100 AMP 2P	B	10 AWG	50	10 AWG	50	10 AWG	50	10 AWG
52	100 AMP 2P	C	10 AWG	51	10 AWG	51	10 AWG	51	10 AWG
53	100 AMP 2P	A	10 AWG	52	10 AWG	52	10 AWG	52	10 AWG
54	100 AMP 2P	B	10 AWG	53	10 AWG	53	10 AWG	53	10 AWG
55	100 AMP 2P	C	10 AWG	54	10 AWG	54	10 AWG	54	10 AWG
56	100 AMP 2P	A	10 AWG	55	10 AWG	55	10 AWG	55	10 AWG
57	100 AMP 2P	B	10 AWG	56	10 AWG	56	10 AWG	56	10 AWG
58	100 AMP 2P	C	10 AWG	57	10 AWG	57	10 AWG	57	10 AWG
59	100 AMP 2P	A	10 AWG	58	10 AWG	58	10 AWG	58	10 AWG
60	100 AMP 2P	B	10 AWG	59	10 AWG	59	10 AWG	59	10 AWG
61	100 AMP 2P	C	10 AWG	60	10 AWG	60	10 AWG	60	10 AWG
62	100 AMP 2P	A	10 AWG	61	10 AWG	61	10 AWG	61	10 AWG
63	100 AMP 2P	B	10 AWG	62	10 AWG	62	10 AWG	62	10 AWG
64	100 AMP 2P	C	10 AWG	63	10 AWG	63	10 AWG	63	10 AWG
65	100 AMP 2P	A	10 AWG	64	10 AWG	64	10 AWG	64	10 AWG
66	100 AMP 2P	B	10 AWG	65	10 AWG	65	10 AWG	65	10 AWG
67	100 AMP 2P	C	10 AWG	66	10 AWG	66	10 AWG	66	10 AWG
68	100 AMP 2P	A	10 AWG	67	10 AWG	67	10 AWG	67	10 AWG
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72	100 AMP 2P	B	10 AWG	71	10 AWG	71	10 AWG	71	10 AWG
73	100 AMP 2P	C	10 AWG	72	10 AWG	72	10 AWG	72	10 AWG
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75	100 AMP 2P	B	10 AWG	74	10 AWG	74	10 AWG	74	10 AWG
76	100 AMP 2P	C	10 AWG	75	10 AWG	75	10 AWG	75	10 AWG
77	100 AMP 2P	A	10 AWG	76	10 AWG	76	10 AWG	76	10 AWG
78	100 AMP 2P	B	10 AWG	77	10 AWG	77	10 AWG	77	10 AWG
79	100 AMP 2P	C	10 AWG	78	10 AWG	78	10 AWG	78	10 AWG
80	100 AMP 2P	A	10 AWG	79	10 AWG	79	10 AWG	79	10 AWG
81	100 AMP 2P	B	10 AWG	80	10 AWG	80	10 AWG	80	10 AWG
82	100 AMP 2P	C	10 AWG	81	10 AWG	81	10 AWG	81	10 AWG
83	100 AMP 2P	A	10 AWG	82	10 AWG	82	10 AWG	82	10 AWG
84	100 AMP 2P	B	10 AWG	83	10 AWG	83	10 AWG	83	10 AWG
85	100 AMP 2P	C	10 AWG	84	10 AWG	84	10 AWG	84	10 AWG
86	100 AMP 2P	A	10 AWG	85	10 AWG	85	10 AWG	85	10 AWG
87	100 AMP 2P	B	10 AWG	86	10 AWG	86	10 AWG	86	10 AWG
88	100 AMP 2P	C	10 AWG	87	10 AWG	87	10 AWG	87	10 AWG
89	100 AMP 2P	A	10 AWG	88	10 AWG	88	10 AWG	88	10 AWG
90	100 AMP 2P	B	10 AWG	89	10 AWG	89	10 AWG	89	10 AWG
91	100 AMP 2P	C	10 AWG	90	10 AWG	90	10 AWG	90	10 AWG
92	100 AMP 2P	A	10 AWG	91	10 AWG	91	10 AWG	91	10 AWG
93	100 AMP 2P	B	10 AWG	92	10 AWG	92	10 AWG	92	10 AWG
94	100 AMP 2P	C	10 AWG	93	10 AWG	93	10 AWG	93	10 AWG
95	100 AMP 2P	A	10 AWG	94	10 AWG	94	10 AWG	94	10 AWG
96	100 AMP 2P	B	10 AWG	95	10 AWG	95	10 AWG	95	10 AWG
97	100 AMP 2P	C	10 AWG	96	10 AWG	96	10 AWG	96	10 AWG
98	100 AMP 2P	A	10 AWG	97	10 AWG	97	10 AWG	97	10 AWG
99	100 AMP 2P	B	10 AWG	98	10 AWG	98	10 AWG	98	10 AWG
100	100 AMP 2P	C	10 AWG	99	10 AWG	99	10 AWG	99	10 AWG

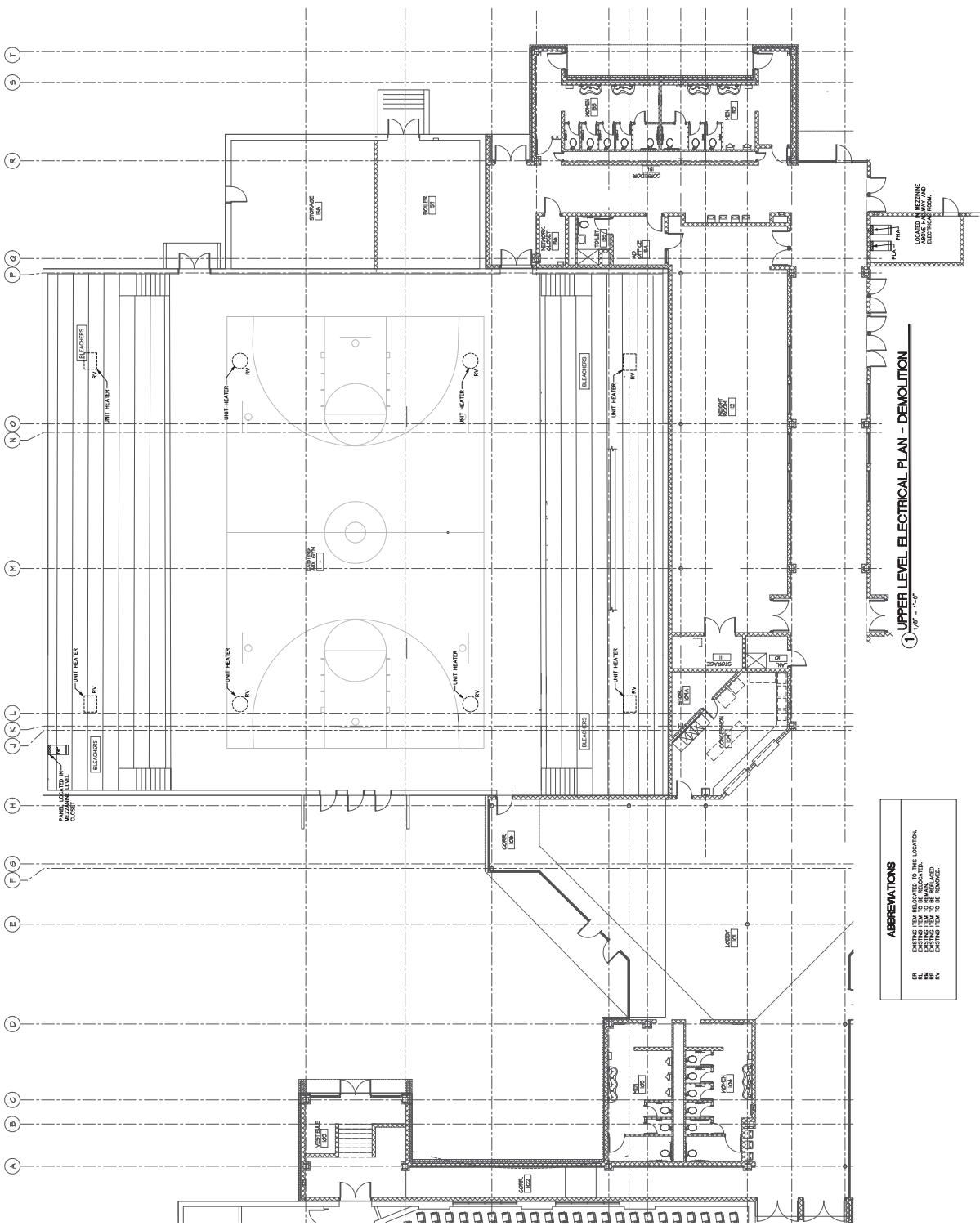
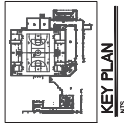
MOUNTING SURFACE		400 AMP		400 AMP		400 AMP		400 AMP	
NO.	DESCRIPTION	PHASE	WIRE SIZE	TERMINAL	WIRE SIZE	TERMINAL	WIRE SIZE	TERMINAL	WIRE SIZE
1	100 AMP 2P	A	10 AWG	1	10 AWG	1	10 AWG	1	10 AWG
2	100 AMP 2P	B	10 AWG	2	10 AWG	2	10 AWG	2	10 AWG
3	100 AMP 2P	C	10 AWG	3	10 AWG	3	10 AWG	3	10 AWG
4	100 AMP 2P	A	10 AWG	4	10 AWG	4	10 AWG	4	10 AWG
5	100 AMP 2P	B	10 AWG	5	10 AWG	5	10 AWG	5	10 AWG
6	100 AMP 2P	C	10 AWG	6	10 AWG	6	10 AWG	6	10 AWG
7	100 AMP 2P	A	10 AWG	7	10 AWG	7	10 AWG	7	10 AWG
8	100 AMP 2P	B	10 AWG	8	10 AWG	8	10 AWG	8	10 AWG
9	100 AMP 2P	C	10 AWG	9	10 AWG	9	10 AWG	9	10 AWG
10	100 AMP 2P	A	10 AWG	10	10 AWG	10	10 AWG	10	10 AWG
11	100 AMP 2P	B	10 AWG	11	10 AWG	11	10 AWG	11	10 AWG
12	100 AMP 2P	C	10 AWG	12	10 AWG	12	10 AWG	12	10 AWG
13	100 AMP 2P	A	10 AWG	13	10 AWG	13	10 AWG	13	10 AWG
14	100 AMP 2P	B	10 AWG	14	10 AWG	14	10 AWG	14	10 AWG
15	100 AMP 2P	C	10 AWG	15	10 AWG	15	10 AWG	15	10 AWG
16	100 AMP 2P	A	10 AWG	16	10 AWG				

REV #	DATE	DESCRIPTION

DATE: 01-16-26
 PROJECT #: 25-0281
 DRAWN BY: WD
 DESIGNED BY: WD
 CHECKED BY: MWM

SHEET TITLE:
 UPPER LEVEL ELECTRICAL PLAN - DEMOLITION

DWG #:
E102
 SHEET NO.: 8 of 12



ABBREVIATIONS

EXISTING ITEM TO BE DEMOLISHED TO THE LOCATION.
 EXISTING ITEM TO BE DEMOLISHED.
 EXISTING ITEM TO BE DEMOLISHED.
 EXISTING ITEM TO BE DEMOLISHED.

① UPPER LEVEL ELECTRICAL PLAN - DEMOLITION
 1/8" = 1'-0"

Mechanical • Electrical • Plumbing
 Fire Protection • Technology Design

Optima
 Engineering

1927 S. Tryon St., Suite 300, Charlotte, NC 28203
 433 Investment St., Suite 200, Raleigh, NC 27601
 50 Matthews Way #400, Asheville, NC 28806
 608 S. Main St., Suite 310, Greenville, SC 29601
 Phone: 704.331.292 (CT) www.optimaengineering.com
 North Carolina License Number: C0914

SEAL:



11626

MCDRUE HIGH SCHOOL
 HVAC MODIFICATIONS

1 HIGH SCHOOL DRIVE
 MCDRUE, NC 28112

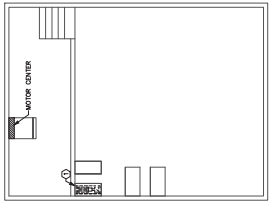
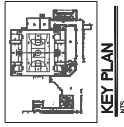
REV #	DATE	DESCRIPTION

DATE: 01-16-26
 PROJECT #: 25-0281
 DRAWN BY: WD
 DESIGNED BY: WD
 CHECKED BY: MAM

SHEET TITLE:
BOILER ROOM ELECTRICAL PLAN - DEMOLITION

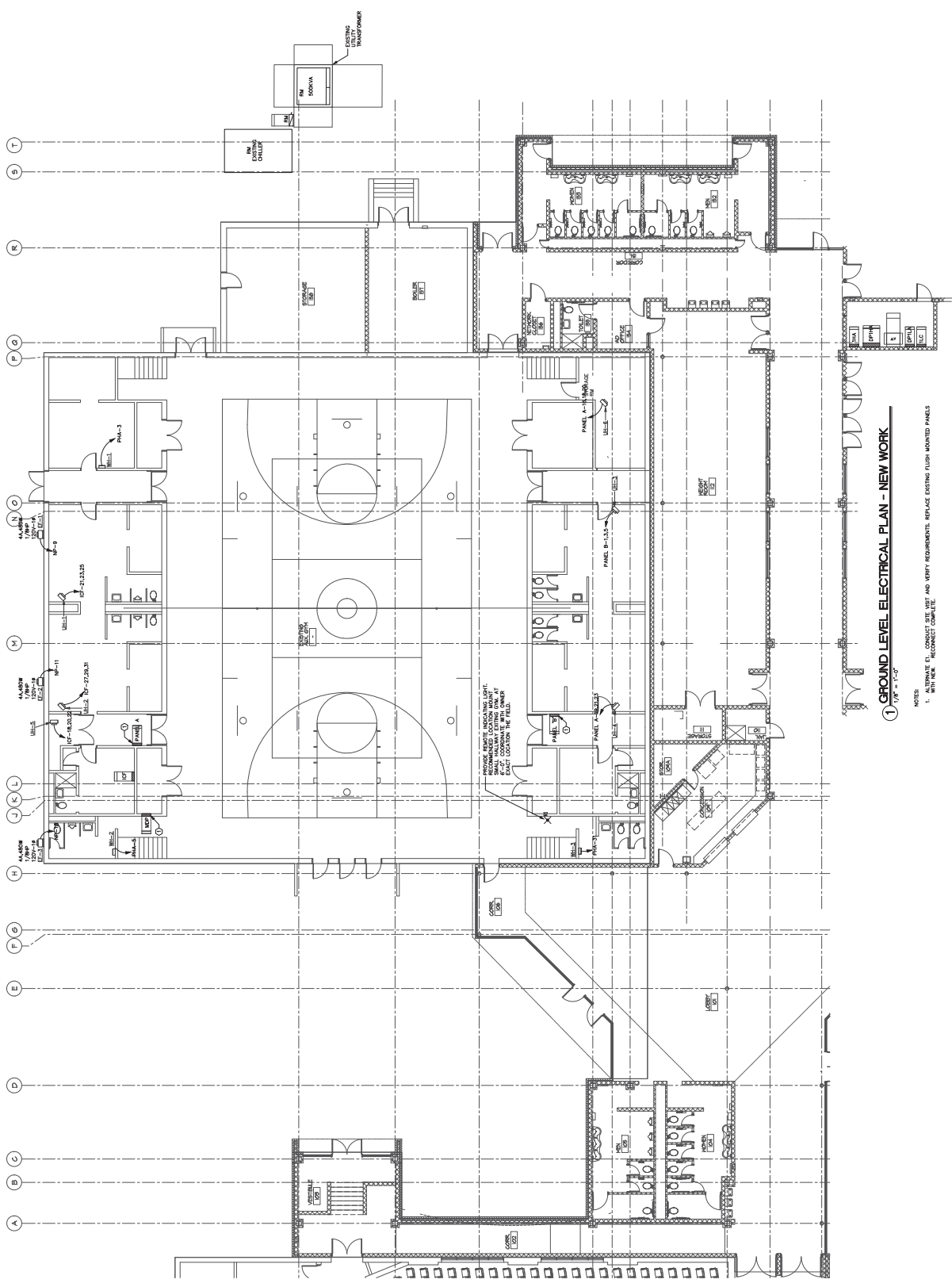
DWG #:
E103

SHEET NO:
 9 of 12



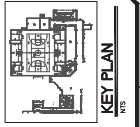
1 REMOTE BOILER ROOM ELECTRICAL PLAN - DEMOLITION
 1/8" = 1'-0"

- KEY NOTES:
- HVAC PUMP TO BE REMOVED COMPLETE. RE-LABEL MOTOR CONTROL BREAKER/SWITCH AS SPARE. SHOWN IN THE OPT POSITION.



1 GROUND LEVEL ELECTRICAL PLAN - NEW WORK
 1/8" = 1'-0"

- NOTES:
 1. ALTERNATE E1. CONDUCT SITE VISIT AND VERIFY REQUIREMENTS. REPLACE EXISTING FLUSH MOUNTED PANELS WITH NEW. RECONNECT COMPLETE.



Mechanical • Electrical • Plumbing
Fire Protection • Technology Design

Optima
Engineering

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433 Fayetteville St., Suite 2500, Raleigh, NC 27601
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608 S. Main St., Suite 310, Greenville, SC 29601
Phone: 704.331.292 (Ext. 11) www.optimaengineering.com
North Carolina License Number: C0914

SEAL:



921626

MNROE HIGH SCHOOL
HVAC MODIFICATIONS

1 HIGH SCHOOL DRIVE
MNROE, NC 28112

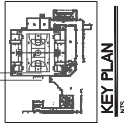
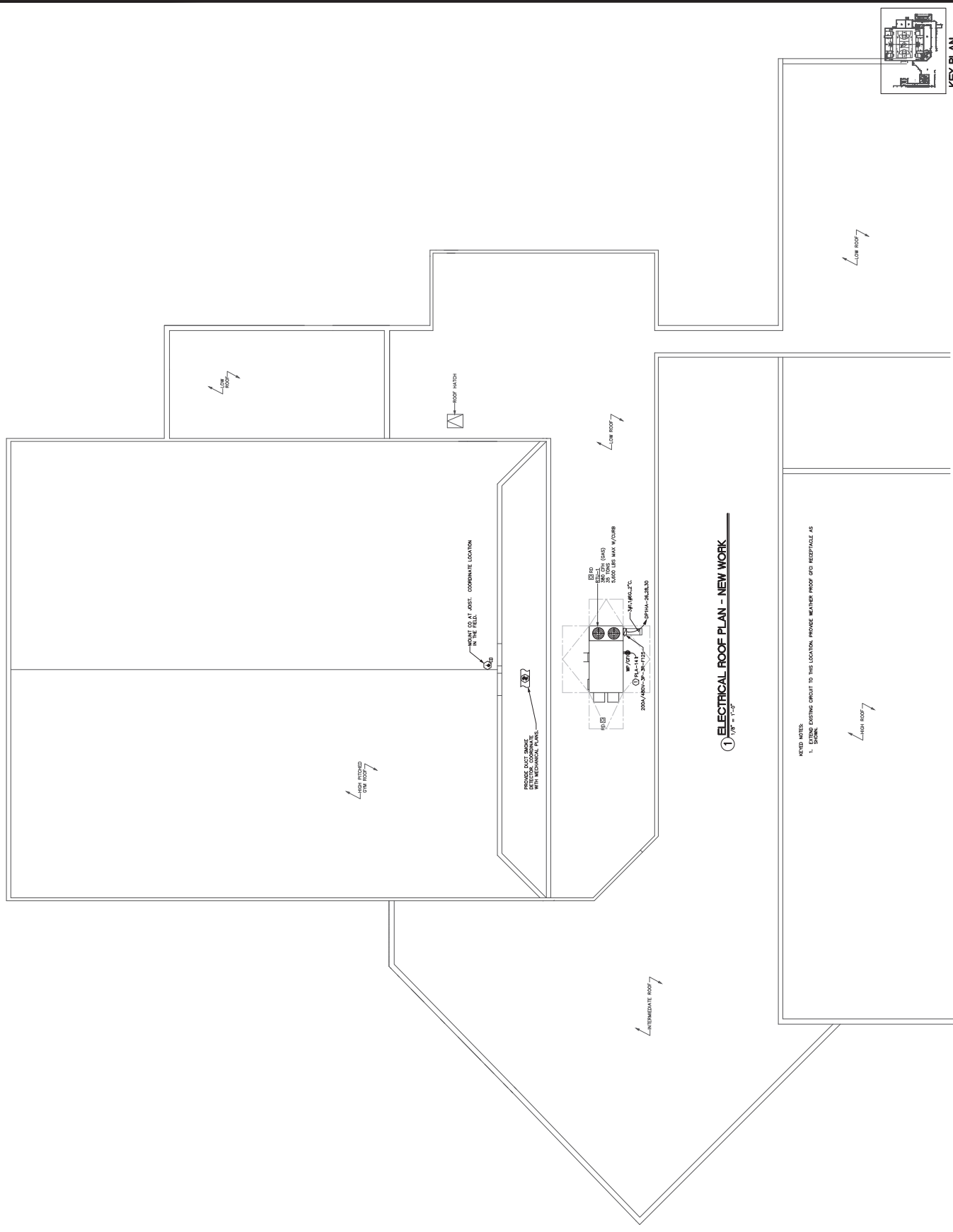
REV #	DATE	DESCRIPTION

DATE: 01-16-26
PROJECT #: 25-0281
DRAWN BY: WD
DESIGNED BY: WD
CHECKED BY: MWM

SHEET TITLE:
ELECTRICAL
ROOF PLAN - NEW
WORK

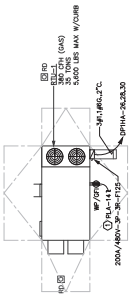
DWG #:
E106

SHEET NO.: 12 of 12



1 ELECTRICAL ROOF PLAN - NEW WORK
1/8" = 1'-0"

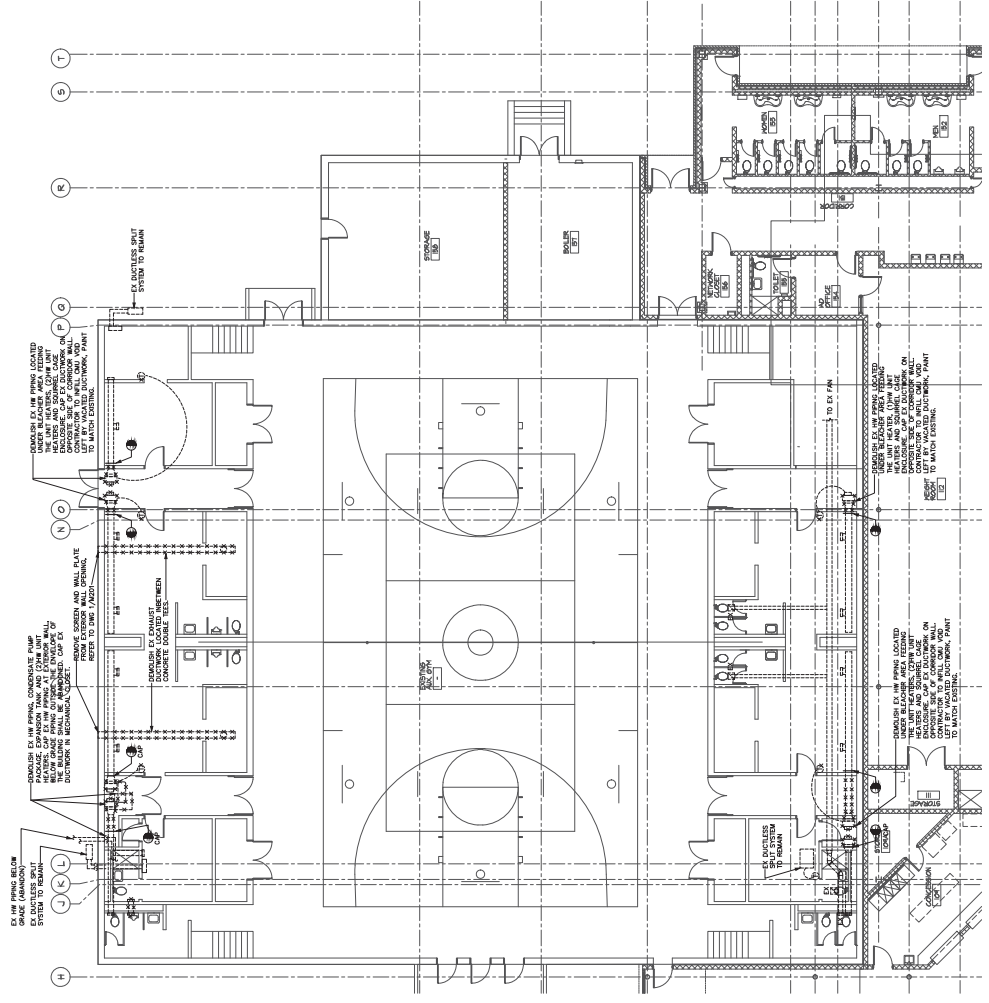
NOTED NOTES:
1. EXTEND EXISTING CIRCUIT TO THIS LOCATION, PROVIDE WEATHER PROOF GFC RECEPTACLE AS SHOWN.



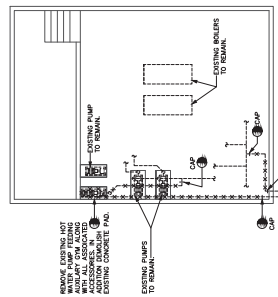
PROVIDE DUCT, MOUNT WITH MECHANICAL PLANK.

ROOF HATCH

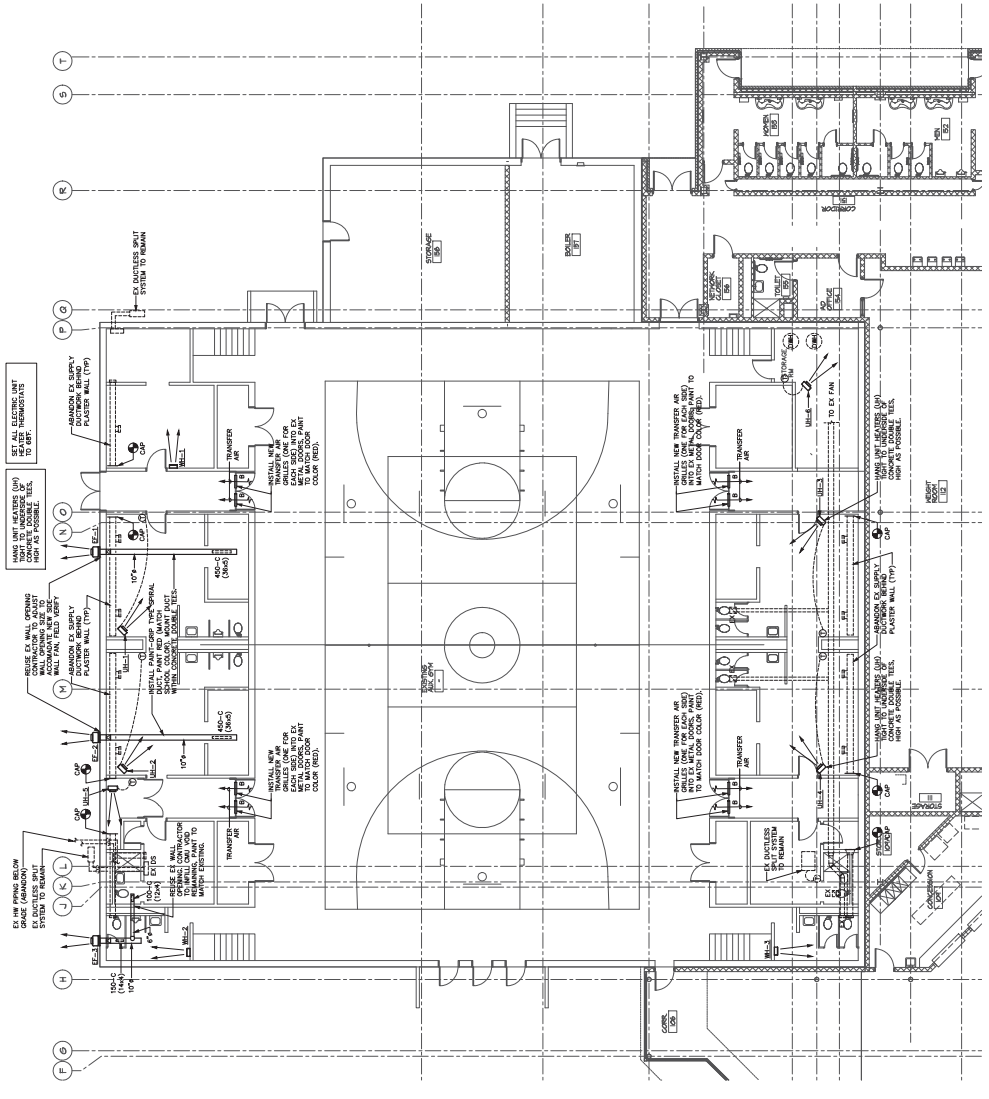
ATTACHMENT B
25-0281 MECHANICAL



② MECHANICAL FLOOR PLAN - DEMOLITION
 1/8" = 1'-0"



① MECHANICAL FLOOR PLAN - DEMOLITION
 REMOTE BOILER ROOM
 1/8" = 1'-0"



1 MECHANICAL FLOOR PLAN - NEW WORK
 1/8" = 1'-0"

ATTACHMENT C

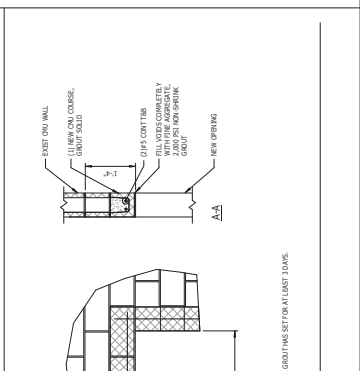
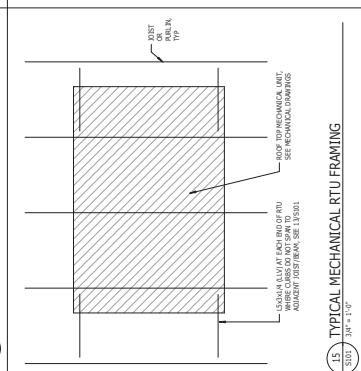
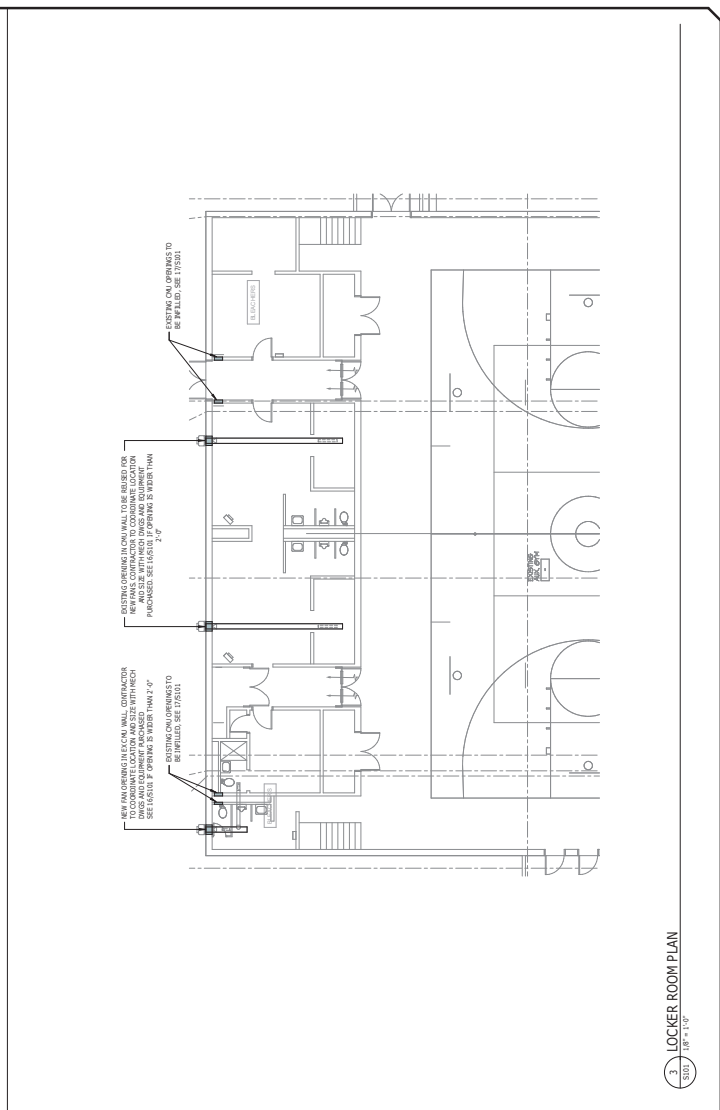
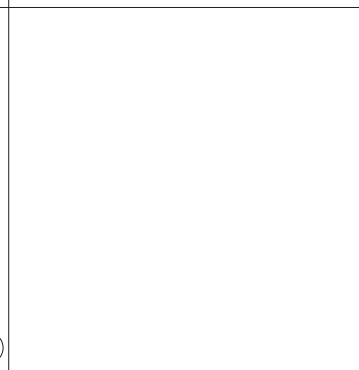
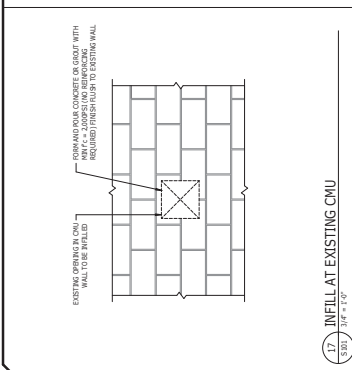
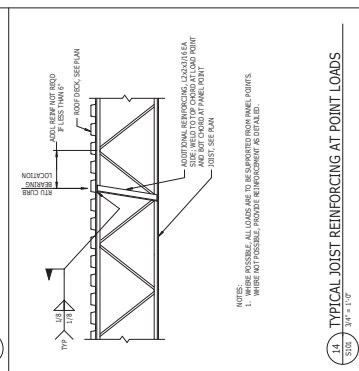
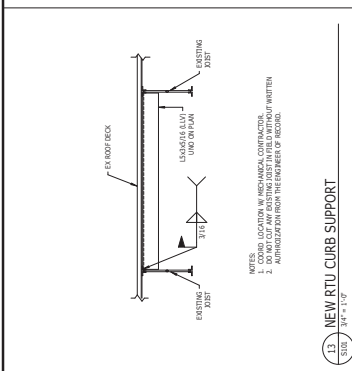
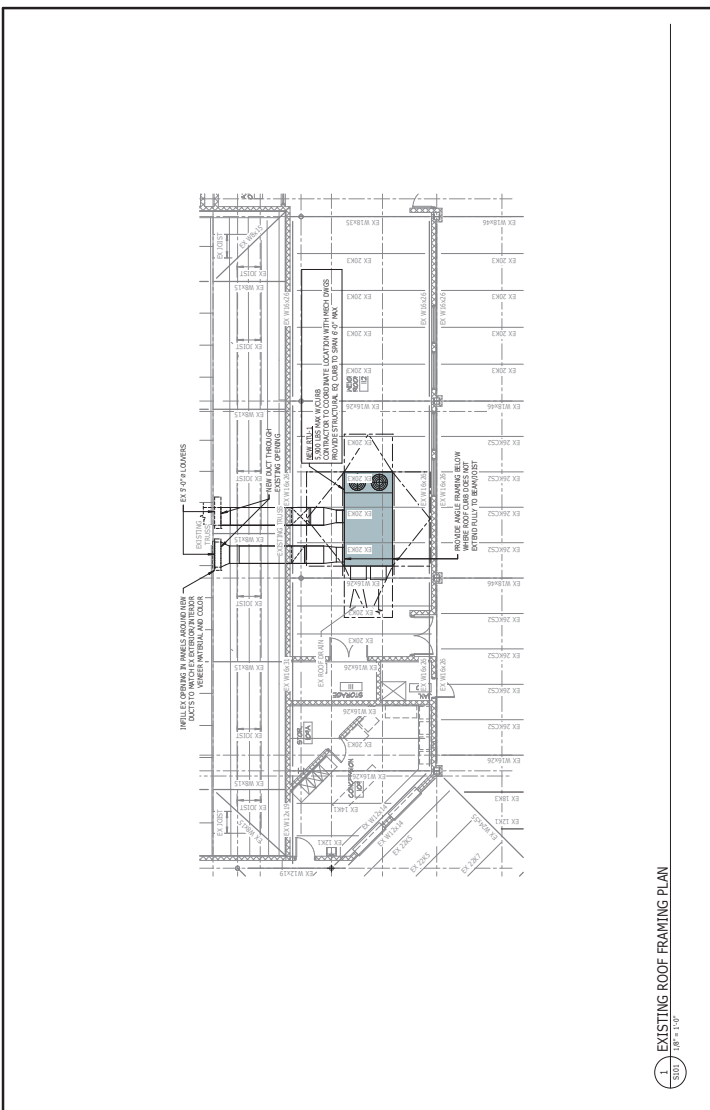
2026-01-16 HVAC Renovation

REV #	DATE	DESCRIPTION

DATE: 01-16-2026
 PROJECT #: 25-0281
 DRAWN BY: TDM
 DESIGNED BY: KAB
 CHECKED BY: KAB

SHEET TITLE:
 EXISTING ROOF PLAN
 SECTIONS AND DETAILS

S101
 SHEET NO.:
 DWG #:



Attachment A

Terms and Conditions

Standard Terms and Conditions

I. Standard Terms and Conditions for All Contracts

1. Defined Terms, "Contract" means the agreement between UCBOE and Vendor which consists of the applicable Contract Documents. "Contract Documents" means: (i) any applicable purchase order between Vendor and UCBOE specifically including all terms and conditions set forth or referenced herein and on the face of a Purchase Order, (ii) any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for proposals or invitation for bids and Vendor's response thereto), and (iv) any other terms and conditions of a written agreement signed by Vendor and UCBOE that deals with the same subject matter. "Goods" means any supplies, materials, products or other tangible personal property provided by Vendor to UCBOE. "Purchase Order" mean any applicable purchase order issued by UCBOE. "Services" means services, specifically including without limitation construction services, design services, professional or consulting services and software as a service, "UCBOE" means the Union County Board of Education. "Vendor" means the party contracting with UCBOE and includes individual and entities that may be referred to in Contract Documents as "vendor", "seller", "service provider", or "contractor".
2. Written Agreement Signed by Both Parties; Acceptance of Purchase Order Terms and Conditions when there is not a Separate Written Agreement Signed by Both Parties. When a Contract is signed by both UCBOE and Vendor then the Purchase Order issued by UCBOE is for administrative convenience and is not part of the Contract Documents. When there is not a separate Contract signed by both UCBOE and Vendor, then Vendor's acknowledgment of the terms of any Purchase Order, without timely objection, or Vendor's shipment or performance of any part of a Purchase Order, constitutes an agreement to all terms and conditions set forth or referenced herein and on the face of the Purchase Order, together with the terms and conditions of any other applicable Contract Documents. The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Vendor and UCBOE with respect to the purchase by UCBOE of the Services and/or Goods work performed as described in the Contract Documents. In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to UCBOE shall control. A Purchase Order constitutes an offer by UCBOE and expressly limits acceptance to the terms and conditions stated therein. No additional or supplemental provision or provisions in variance herewith that may appear in Vendor's quotation, acknowledgment, invoice, or in any other communication from Vendor to UCBOE shall be deemed accepted by or binding on UCBOE. UCBOE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until UCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by UCBOE are subject to correction.
3. Cancellation of Purchase Order. UCPS may cancel any Purchase Order or portion thereof without liability, if: (a) Vendor fails upon request to give reasonable assurance of timely performance or UCPS otherwise determines that it has reasonable grounds for insecurity regarding Vendor's performance; (b) conforming Goods or Services (including the quantities specified for delivery) are not delivered within the time specified or, if no time is specified, within a commercially reasonable time; (c) Vendor otherwise breaches the Contract and such breach is not corrected within thirty (30) days following written notice of breach; or (d) cancellation is otherwise required or allowed by law.
4. Quantities. Shipments must equal exact amounts ordered unless otherwise agreed in writing by UCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases. Materials received in excess of quantity specified on the purchase order, at UCBOE option's, may be returned at the Vendor's expense.
5. Prices. If Vendor's price or the regular market price of any of the Goods covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods, Vendor agrees to give UCBOE the benefit of such lower price on any such Goods. In no event shall Vendor's price be higher than the price last quoted or last charged to UCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. Invoices. It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation.

Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to UCBOE's accounts payable department with a copy to UCBOE Project Coordinator.

7. Freight on Board. All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents. Any freight charges prepaid by Vendor are to be itemized on the invoice unless stated otherwise in writing by form of quote, bid, contract. In instances where Goods are shipped against this order by parties other than those specified on the Purchase Order, the third-party shipper must be instructed to list the UCBOE purchase order number on all packages, bills of lading, etc. to insure prompt identification of order.
8. Taxes. Taxes are included in the Contract Price. Applicable taxes shall be invoiced as a separate item for UCBOE's records.
9. Payment Terms. Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods, whichever is later.
10. Condition and Packaging. Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. Safety Data Sheets. Safety Data Sheets must be provided with shipment of all chemicals."
12. Delays in Shipment. Time and date of delivery are of the essence, except when delay is due to causes beyond Vendor's reasonable control and without Vendor's fault or negligence.
13. Risk of Loss. Vendor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by UCBOE or its nominee.
14. Rejection. All Goods shall be received subject to UCBOE's inspection. Goods that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Vendor's expense or may be accepted at a reduced price. UCBOE may require Vendor to promptly replace or correct any rejected Goods Services and, if Vendor fails to do so, UCBOE may contract with a third party to replace such Goods Services and charge Vendor the additional cost.
15. Warranties. Vendor warrants that all Goods delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by UCBOE of the Goods and shall run to UCBOE and any user of the Goods. This express warranty is in addition to Vendor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, UCBOE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.
16. Compliance with All Laws. Vendor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of Vendor to proceed may be terminated immediately by written notice if UCBOE determines that Vendor, its agent or another representative, has violated any provision of law.
17. Use of Federal Funds. If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).
18. Registered Sex Offenders; Jessica Lunsford Act. Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Vendor agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all of its employees whose job involves direct interaction with students as part of the job. UCBOE prohibits any personnel listed on such registries from being on any property owned or operated by UCBOE and from having any direct interaction with students. As a term of the Agreement, said checks must be performed by the Vendor and reported to UCBOE's Superintendent or designee, if Vendor's employees will be working directly with students. Under provisions set forth in the Jessica Lunsford Act under North Carolina law, the signature below certifies that neither Vendor nor any employee or agent of Vendor is

- listed as a sex offender on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.
19. Nondiscrimination. During the performance of the Contract, Vendor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
 20. FERPA Electronically Stored Data Compliance: Vendor is expressly prohibited from selling or trading any education records or personally identifiable information acquired under the Agreement. Furthermore, Vendor agrees not to attempt to re-identify students from aggregated data. Further, Vendor will not use any personally identifiable information or education records to advertise or market to students of UCBOE or their parents. Any personally identifiable information and education records held by Vendor pursuant to the Agreement will be made available to UCBOE upon request. Vendor will store and process all data using appropriate administrative, physical, and technical safeguards to secure personally identifiable information and education records from unauthorized access, disclosure, and use. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification to UCBOE in the event of a security or privacy incident, as well as procedures for responding to a breach of data. Vendor agrees to share its incident response plan upon request. Vendor shall, for all personally identifiable data and education records in its possession and in the possession of any subcontractors, or agents to which it has transferred data as permitted herein, destroy or de-identify such data when such data is no longer needed to perform the Agreement. Vendor hereby agrees to abide by all Board of Education policies and procedures governing the confidentiality of student records and the responsible use of technology and internet safety. If Vendor experiences a security breach concerning any information covered by the Agreement, and such breach is covered by N.C.G.S. §75.61(14), then Vendor will (a) fully comply with Vendor's obligations under the N.C. Identity Theft Protection Act, (b) immediately notify UCBOE with the information listed in N.C.G.S. §75-65(d)(1-4), and (c) fully cooperate with UCBOE in carrying out its obligations under said Identity Theft Protection Act. Vendor will indemnify UCBOE for any breach of confidentiality or failure of its responsibilities to protect confidential information, and for cost of notification of affected persons as a result of its accidental or negligent release of personally identifiable information or education records provided to Vendor pursuant to the Agreement.
 21. North Carolina Public Records Law: Vendor acknowledges that UCBOE is subject to the requirements of North Carolina's Public Records Law ("NCPRL"), N.C.G.S. § 132-1, et. seq. The Agreement and any related documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received by UCBOE in connection with the transaction of the Agreement may be considered a "public record," subject to disclosure under the NCPRL. UCBOE is under no obligation to notify Vendor prior to its compliance of its duties under NCPRL.
 22. Conflict of Interest. Vendor represents and warrants that no member of UCBOE or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Vendor also represents and warrants that, if the Contract is funded by any amount of federal funds, no violation of 2 C.F.R. § 200.318(c) or any other applicable federal conflict of interest law has occurred or will occur. Vendor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
 23. Gratuities. Vendor represents and warrants that no member of UCBOE or any of its employees has been or will be offered or given a gratuity to an official or employee of UCBOE in violation of applicable law or policy.
 24. Kickbacks to Vendor. Vendor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a UCBOE Contract or in connection with a subcontract relating to a UCBOE Contract. When Vendor has grounds to believe that a violation of this clause may have occurred, Vendor shall promptly report to UCBOE in writing the possible violation.
 25. Iran Divestment Act. Vendor certifies that, as of the date listed below, it is not on the Final Divestment List, as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4, in violation of the Iran Divestment Act. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Vendor shall not

utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

26. Divestment from Companies that Boycott Israel. The Vendor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
27. E-Verification. Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes
28. Indemnification. To the fullest extent permitted by law, Vendor shall indemnify and hold harmless UCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Vendor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Vendor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Services and/or Goods sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Vendor shall indemnify and save harmless UCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Services and/or Goods and are contributed to by said condition. In the event Vendor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of UCBOE in the performance of the Contract Documents, Vendor agrees that it will indemnify and hold harmless UCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
29. Insurance. Unless such insurance requirements are waived or modified by UCBOE or risk management ("DIRM"), Vendor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Automobile - Vendor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Vendor shall maintain commercial general liability insurance that shall protect Vendor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Vendor, Vendor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Vendor shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Vendor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Vendor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.
30. Termination for Convenience. In addition to all of the other rights which UCBOE may have to cancel this Contract or an applicable Purchase Order, UCBOE shall have the further right, without assigning any reason therefore, to terminate the Contract (or applicable Purchase Order), in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from UCBOE to Vendor. If the Contract is terminated by UCBOE in accordance with this paragraph, Vendor will be paid in an amount which bears the same ratio to the total compensation as does the Services and/or Goods actually delivered or performed to the total originally contemplated in the Contract. UCBOE will not be liable to Vendor for any costs for completed Goods, Goods in process or materials acquired or contracted for if such costs were incurred prior to the date of this Contract or an applicable Purchase Order.
31. Termination for Default. UCBOE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Vendor. In addition to any other remedies available to UCBOE law or equity, UCBOE may procure upon such terms as UCBOE shall deem appropriate, Services and/or Goods

- substantially similar to those so terminated, in which case Vendor shall be liable to UCBOE for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
32. **Contract Funding.** It is understood and agreed between Vendor and UCBOE that UCBOE's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of UCBOE for any payment may arise until funds are made available to UCBOE's Finance Officer and until Vendor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. UCBOE shall not be liable to Vendor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
 33. **Accounting Procedures.** Vendor shall comply with any accounting and fiscal management procedures prescribed by UCBOE to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
 34. **Improper Payments.** Vendor shall assume all risks attendant to any improper expenditure of funds under the Contract. Vendor shall refund to UCBOE any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Vendor shall make such refunds within thirty (30) days after UCBOE notifies Vendor in writing that a payment has been determined to be improper.
 35. **Contract Transfer.** Vendor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of UCBOE.
 36. **Contract Personnel.** Vendor agrees that it has, or will secure at its own expense, all personnel required to provide the Services and/or Goods set forth in the Contract.
 37. **Key Personnel.** Vendor shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Vendor) assigned to the performance of the Contract without prior written approval from UCBOE Project Coordinator (the individual at UCBOE responsible for administering the Contract).
 38. **Contract Modifications.** The Contract may be amended only by written amendment duly executed by both UCBOE and Vendor.
 39. **Relationship of Parties.** Vendor is an independent contractor and not an employee of UCBOE. The conduct and control of the work will lie solely with Vendor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Vendor and UCBOE. Employees of Vendor shall remain subject to the exclusive control and supervision of Vendor, which is solely responsible for their compensation.
 40. **Advertisement.** The Contract will not be used in connection with any advertising by Vendor without prior written approval by UCBOE.
 41. **Monitoring and Evaluation.** Vendor shall cooperate with UCBOE, or with any other person or agency as directed by UCBOE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Vendor shall permit UCBOE to evaluate all activities conducted under the Contract. UCBOE has the right at its sole discretion to require that Vendor remove any employee of Vendor from UCBOE Property and from providing Services and/or Goods under the Contract following provision of notice to Vendor of the reasons for UCBOE's dissatisfaction with the Services and/or Goods of Vendor's employee.
 42. **Financial Responsibility.** Vendor is financially solvent and able to perform under the Contract. If requested by UCBOE, Vendor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by UCBOE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Vendor, the inability of Vendor to meet its debts as they become due or in the event of the appointment, with or without Vendor's consent, of an assignee for the benefit of creditors or of a receiver, then UCBOE shall be entitled, at its sole option, to cancel any unfulfilled part of the Contract without any liability whatsoever.
 43. **Governmental Restrictions.** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. UCBOE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
 44. **Inspection at Vendor's Site.** UCBOE reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as

necessary for UCBOE determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

45. Confidential Information. All information about UCBOE provided to the Vendor or its officers, employees, agents, representatives and advisors (the "Vendor Representatives"), and all copies or other full or partial reproductions thereof and notes, memoranda or other writings related thereto created by Vendor or any Vendor Representative, regardless of whether provided before or after the date of the Contract and regardless of the manner or medium in which it is furnished, is referred to as "Confidential Information". Confidential Information does not include any information that (a) is or becomes generally available to the public other than as a result of an impermissible disclosure by Vendor, (b) was known by or available on a nonconfidential basis to Vendor before it was disclosed by UCBOE or (c) becomes available to Vendor on a nonconfidential basis from a third party whom Vendor does not know to be bound by a confidentiality agreement with, or have an obligation of secrecy to, UCBOE. Except as and to the extent required by law or order or demand of any governmental or regulatory authority, Vendor and Vendor Representatives will (x) keep all Confidential Information confidential and (y) will only disclose or reveal any Confidential Information to Vendor Representatives who must have the information to fulfill Vendor's obligations under the Contract and who agree to observe the terms of this Section. Vendor and Vendor Representatives will not use the Confidential Information for any purpose other than fulfilling Vendor's obligations under the Contract. By way of example and not limitation, Vendor shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information. If Vendor is requested or required, pursuant to applicable law or regulation or by legal process, to disclose any Confidential Information, Vendor will provide UCBOE with prompt and timely notice of the requests or requirements so that UCBOE can seek an appropriate protective order or other remedy and will not be prejudiced by delay. If UCBOE does not obtain a protective order or other remedy, Vendor will only disclose that portion of the Confidential Information which Vendor's legal counsel determines Vendor is required to disclose. Upon termination of the Contract or otherwise upon UCBOE's request, Vendor will promptly deliver to UCBOE all Confidential Information in the possession of Vendor or the Vendor Representatives.

Student Information: If, during the course of Vendor's performance of the Contract, Vendor should obtain any information pertaining to students or students' official records, Vendor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract.

Employee Personnel Information: If, during the course of Vendor's performance of the Contract, Vendor should obtain any information pertaining to employees of UCBOE's personnel records, Vendor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. This section will survive the termination of this Contract.

46. Intellectual Property. Vendor agrees, at its own expense, to indemnify, defend and save UCBOE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that UCBOE's use, possession or sale of the Services and/or Goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
47. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Vendor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Vendor specifically waives any claim for interest.
48. Background Checks. At the request of UCBOE's Project Coordinator, Vendor (if an individual) or any individual employees of Vendor shall submit to UCBOE criminal background check and drug testing procedures.
49. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.

50. No Third-Party Benefits. The Contract shall not be considered by Vendor to create any benefits on behalf of any third party. Vendor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
51. Force Majeure. Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of the Agreement if the party's failure to perform is attributable to war, riot or other disorder, strike or other work stoppage; fire; flood; storm; illness; pandemic, communicable disease, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. However, UCBOE will be entitled to a refund for fees paid on account of services not rendered by Vendor including any and all deposits.
52. Ownership of Documents; Work Product. All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by UCBOE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Vendor pursuant to the Contract shall, at the request of UCBOE, be turned over to UCBOE. Any technical knowledge or information of Vendor which Vendor shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE free from any restrictions as part of the consideration of the Contract.
53. Strict Compliance. UCBOE may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
54. General Provisions. UCBOE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Vendor hereunder, UCBOE shall be entitled to recover costs and reasonable attorney's fees. Vendor may not assign, pledge, or in any manner encumber Vendor's rights under this Contract or applicable Purchase Order or delegate the performance of any of its obligations hereunder, without UCBOE's prior, express written consent.
55. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
56. Severability. Any provision of this Contract that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision. Any provision of the Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

II. Additional Standard Terms and Conditions for Construction Contracts

1. Supervision and Provision for Labor and Supplies. The Vendor will supervise and direct the construction work (the "Work") and shall furnish, provide, and pay for all labor, materials, equipment, machinery, utilities, and services reasonably necessary for the execution and completion of the Work.
2. Coordination of Work and Notification of Progress. The Vendor agrees to coordinate its Work with the work of any other separate contractors or with the work of UCBOE's own forces to avoid delaying or interfering with their work. Vendor shall enforce good order and discipline among his employees and subcontractors on the Project. The Vendor further agrees to inform UCBOE on a regular basis or at UCBOE's request of the progress of the Work.
3. Provision for all Permits, Licenses, and Inspections. Unless otherwise provided, the Vendor shall secure and pay for all permits, licenses, and inspections necessary for the proper execution and completion of the Work.
4. Cleanliness. Vendor shall keep the Project reasonably free from waste materials or rubbish resulting from the Vendor's operations.
5. Additional Warranties. The Vendor warrants that the Vendor has visited the location of the Project and is familiar with all field conditions bearing upon the Vendor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work is non-negligent and meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Vendor further warrants and promises that the Work shall be free from defects

and nonconformities in materials and workmanship for a period of one year from the later of the Date of Completion, which is the date UCBOE accepts the Work or such date as the Vendor actually completes all the Work (the "Date of Completion"). During such period, the Vendor will remedy at Vendor's expense nonconformities or defects in the Work within a reasonable time after receiving notice thereof from UCBOE.

6. Indemnity for Subcontractor Payment. In addition to the indemnification obligations contained in the attached terms and conditions to this Contract, the Vendor further agrees to defend and indemnify UCBOE from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the Vendor's failure to pay subcontractors or materials suppliers.
7. Change Orders. The Vendor agrees that UCBOE may order changes in the general scope of the Work, including additions, deletions, and similar revisions. The parties agree to adjust the Contract Price and Date of Completion to reflect the effects of such changes, which adjustments shall be authorized only upon execution of a written change order (a "Change Order"). In case of emergency or extenuating circumstances or if a construction contingency is provided as stated below, approval of changes may be obtained verbally by telephone or field orders approved by UCBOE Project Coordinator and promptly thereafter substantiated in writing as outlined under normal procedures. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted, including a reasonable amount for the decrease in the Vendor's overhead.
8. Performance/Payment Bond. If required by law and/or the bidding documentation, the Vendor agrees to provide a Performance Bond and Labor and Material Payment Bond for its faithful performance in a form reasonably satisfying to UCBOE.
9. Payments Withheld. The UCBOE may withhold payment for the following reasons to the extent permitted under N.C. Gen. Stat. § 143-134.1(e): (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to UCBOE is provided by the Vendor; (3) failure of the Vendor to make payments properly to subcontractors or for labor, materials or equipment; (4) reasonable evidence that the Work will not be completed with the time specified, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (5) failure to carry out the Work in accordance with the Contract Documents; (6) failure to provide sales tax documentation in accordance with subparagraph 9.3.5; (7) failure or refusal of the Vendor to submit the required information on minority business enterprises; and (8) failure of the Vendor to comply with (a) the provisions of the Sedimentation and Pollution Control Act (N.C. Gen. Stat. § 113A-50 *et seq.*), and/or (b) any Notice of Violation issued by the North Carolina Department of Natural Resources.
10. Retainage. For public construction contracts costing an amount equal to or greater than \$100,000, the UCBOE will retain five percent of the amount of each progress payment on the project for as long as is authorized by N.C. Gen. Stat. § 143-134.1. At all times during the Project, the UCBOE may retain the maximum funds allowed by N.C. Gen. Stat. § 143-134.1. The UCBOE specifically reserves the right to withhold additional funds as authorized by this Contract and N.C. Gen. Stat. § 143-134.1. The Vendor may pay each subcontractor no later than seven days after receipt of payment from the UCBOE and in accordance with N.C. Gen. Stat. § 143-134.1 the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Vendor on account of the subcontractor's portion of the Work. The Vendor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner and in accordance with N.C. Gen. Stat. § 143-134.1.
11. The Vendor shall use and submit applications for payment using a form reasonably satisfactory to UCBOE ("Application for Payment"). The Contractor shall submit with each Application for Payment a completed "Statement of Sales Tax Paid" and "Minority Business Enterprise" documentation in a form acceptable to UCBOE.

III. Additional Standard Term and Condition for Designer Contracts (which include Architectural, Engineering, Surveying, and Technical Services)

Additional Insurance. In addition to the insurance required pursuant to Section 22 of the Standard Terms and Conditions for All Contracts, the Vendor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Professional liability insurance in commercially reasonable amounts as reasonably determined by UCBOE.

IV. Additional Standard Terms and Conditions for Information Technology Contracts

1. Definitions.

“Hardware” means the hardware the Vendor utilizes in the Hosted Environment for delivery and maintenance of the Hosted Software Services.

“Hosted Environment” means the Hardware, system software, hosting support software, network connectivity, and facility used by Vendor to support the Hosted Software Services.

“Hosted Software Services” means the application, including the Hosted Software and any applicable Third-Party Software, as run on the Hosted Environment.

“Hosted Software” means the software owned and controlled by Vendor or Vendor’s third-party contractor that supports the Hosted Software Services.

“Support Services” means application and technical support required to maintain the performance, uptime and connectivity of the Hosted Software Services for UCBOE access and use, including without limitation, telephone support, error correction, maintenance, and installation of Updates and Upgrades to the Hosted Software.

“Updates” means (i) modifications to or releases of the Hosted Software that (a) add new features, functionality, and/or improved performance, (b) operate on new or other databases, operating systems, or server platforms or (c) extend the Hosted Software functionality to take advantage of advances in coding language, hardware, network or wireless infrastructures; and (ii) deviation corrections, bug or error fixes, patches, workarounds, and maintenance releases.

“Upgrades” means any new version or new release of the Hosted Software typically provided on an annual or bi-annual basis by the Vendor that includes new features, functions, support or service that were not in place with the immediately prior version.

2. Grant of License. Vendor grants to UCBOE for the term of this Contract a non-exclusive, non-transferable license to access and use over the internet the Hosted Software (the “License”).
3. Updates and Upgrades. Vendor will make certain limited and applicable Hosted Software Updates and Upgrades available to UCBOE at no additional cost. All such Updates and Upgrades shall automatically become subject to the benefits and terms of this Contract and shall automatically be considered part of the License granted under this Contract.
4. Security. Vendor’s Hosted Environment shall maintain security measures in place to help protect against the loss, misuse, and alteration of the Hosted Software Services, and specifically the Confidential Information provided to Vendor by UCBOE.
5. Warranties. Vendor warrants the following: (a) Vendor has the full authority to grant the License; (b) the Hosted Software is free from material defects or viruses; (c) the Hosted Software contains no disabling devices; and (d) the Hosted Software conforms to all material specifications set forth in the documentation and any other written material provided to UCBOE for any purpose. Without limiting any other remedies available to UCBOE under this Contract, at law or in equity, in the event that any Hosted Software does not conform to the warranties set forth for the Hosted Software herein, Vendor shall, at UCBOE’s option, promptly correct or replace such Hosted Software and, in either case, Vendor shall perform any Support Services or other work required to restore the Hosted Software to the state that existed prior to any such breach, all at Vendor’s expense. UCBOE reserves the right to reject the Hosted Software and to hold Vendor responsible for any loss, direct or indirect, caused by any such breach of warranty. In the event Vendor is or becomes aware of a problem with any item of Hosted Software, Vendor shall notify UCBOE upon such determination. Acceptance or use of the Hosted Software shall not constitute a waiver of any claim under any warranty.
6. Effect of Termination and Orderly Transition. Upon termination or expiration of this Contract for any reason, Vendor will cooperate in good faith with UCBOE to provide for an orderly transfer of the Goods and Services

and Confidential Information to UCBOE or UCBOE's successor vendor ("Orderly Transition") and according to the terms of this section.

- a. Scope of Work for Orderly Transition. Within thirty (30) days of notification by UCBOE that it will transfer Goods and Services to itself or a successor vendor, the parties will create and execute a scope of work document detailing tasks, the responsible parties for individual tasks, and timeframes for completion of tasks necessary to complete an Orderly Transition. The final, executed Orderly Transition scope of work shall be incorporated into this Contract and become subject to its terms. Vendor's failure to (a) cooperate in developing the Orderly Transition scope of work, (b) execute an Orderly Transition scope of work, or (c) abide by the executed Orderly Transition scope of work shall be deemed a material breach of this Contract.
 - b. Time Frame. Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Vendor shall continue to provide Goods and Services while UCBOE migrates its Confidential Information from Vendor's Hosted Software Services in the Orderly Transition process. Vendor agrees that, as part of the Orderly Transition process and within the specified time frame, it will transfer to UCBOE all of the Confidential Information provided to Vendor by UCBOE pursuant to this Contract. Vendor will provide the Confidential Information in commercially reasonable electronic format as agreed in the Orderly Transition scope of work at no additional cost.
 - c. Time and Material Costs Only. UCBOE will be obligated to pay for time and materials at a reasonable hourly rate of no more than \$75/hour for the Orderly Transition. No other fees will be assessed for the Orderly Transition. Fees shall be agreed upon in advance as part of developing the scope of work referenced in subsection (a) above.
 - d. Destruction of Confidential Information after Orderly Transition. Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Vendor agrees that after returning all Confidential Information to UCBOE pursuant to subsection (b) above it will destroy all remaining copies of Confidential Information and back-up Confidential Information in its possession, contained in or on any medium (such as a storage area network or "SAN") or as may be stored offsite, within thirty (30) days of completion of Orderly Transition. Vendor shall provide UCBOE with a detailed summary of the destruction process and standards to be utilized by Vendor with respect to the Confidential Information, and UCBOE shall approve such process and standards prior to Vendor commencing such destruction.
7. Intellectual Property Warranty. In addition to the warranties set forth elsewhere in this Contract with respect to the Goods and Services, Vendor expressly represents, warrants and covenants that neither the furnishing of Hosted Services to UCBOE hereunder, nor does the Hosted Software, violate, in whole or in part, any provision of any law, common law or regulation concerning copyrights, trade secrets, trademarks, tradenames, service marks, patents or other provisions regulating or concerning intellectual property rights.
 8. Additional Indemnification. To the fullest extent permitted by law, Vendor shall indemnify, defend and hold harmless UCBOE, its and directors, officers, managers, employees and agents, from all suits, claims, costs, damages and other liabilities, including reasonable attorneys' fees as incurred by counsel of UCBOE's choice, relating to or arising from (a) Vendor's failure to maintain the security and integrity of Confidential Information, the Hosted Software Services and the Hosted Environment; (b) any claim for infringement of any copyright, trade secret, trademark, tradename, service mark, patent, or other law or regulation concerning intellectual and/or proprietary property rights; and (c) any claims by third party interests in the Hosted Software.
 9. Data Use. Notwithstanding the foregoing, Vendor acknowledges and agrees that all Confidential Information is proprietary to and owned exclusively by UCBOE, whether provided in tangible or electronic form and whether entered into any software or Hosted Software Services owned or licensed by Vendor (including without limitation the Hosted Software and Hosted Software Services) or otherwise provided in connection with any products provided and services performed by Vendor (including without limitation the Goods and Services) and whether to, by or through a Vendor-affiliated ASP or other Hosted Software Services. Furthermore, Vendor shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information or otherwise use Confidential Information in any manner unrelated to the performance of Vendor's obligations under the Contract. Vendor shall not share Confidential Information with any parent or subsidiary company of Vendor or any other Vendor-affiliated entity without the express prior written consent of UCBOE detailing the scope of allowable disclosure. Vendor agrees that if it breaches this

section, UCBOE may, at its option, pursue any or all of the following remedies: (a) immediately terminate this Contract without liability to Vendor; (b) seek an injunction without posting a bond; and (c) pursue whatever other remedies may be available to it at law, in equity or pursuant to this Contract.