STUDENT U / W.G. PEARSON CENTER
KITCHEN EQUIPMENT
600 East Umstead Street
Durham, North Carolina

April 19, 2023

PROJECT MANUAL

DTW Project Number: 22018
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PROJECT: STUDENT U / W.G. PEARSON CENTER
KITCHEN EQUIPMENT
Durham, North Carolina

PROJECT REPRESENTATIVES:

OWNER REPRESENTATIVES:...AMY SALO / RON McGILL

GENERAL..........................................................................................Phone
Project Manager.................................................................................FAX
Superintendent................................................................................Job Phone:

ARCHITECTS: DTW Architects & Planners, Ltd.  PHONE  919.317.4020  FAX  919.317.4023

SEALS:
# Student U / W.G. Pearson Center
## Kitchen Equipment

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STANDARD FORM OF INFORMAL CONTRACT
AND GENERAL CONDITIONS

FOR

Student U / W.G. Pearson Center – Kitchen Equipment
600 East Umstead Street
Durham, NC 27701

SCOPE OF WORK
This project consists of providing, delivering and installing kitchen equipment as described in this project manual and shown on Drawing K2.

NOTICE TO BIDDERS
Sealed bid for this work will be received by:

Student U / W.G. Pearson Center
Address: 600 East Umstead Street, Durham, NC 27701
Telephone: (919) 423-2261

up to 3:00 PM, on Thursday, May 11, 2023. Complete plans and specification and contract documents can be obtained from

DTW Architects & Planners, Ltd. Located at 3333 Durham Chapel-Hill Blvd, Suite D100, Durham, NC 27707 / Phone: (919)-317-4020 / Contact Dawn Vanorsdale (Email: dvanorsdale@dtwarch.com) to request a link for the bid documents.

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts.

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Bids shall be made only on the BID/ACCEPTANCE form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note the following on the envelope:

BID
Attn: Student U / W.G. Pearson Center
Student U / W.G. Pearson Center Kitchen Equipment
Bid Date: (Date)
(Contractor)
(License Number)
BID/ACCEPTANCE FORM

For

Student U / W.G. Pearson Center Kitchen Equipment

This project consists of ________________________________________________.

We are in receipt of Addendum _______1 _______2 _______3 _______4

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with the Student U for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the Student U for the sum of:

BASE BID: ____________________________________ Dollars $

Respectively submitted this _______ day of ___________________________ 20__

________________________________________

(Contractor’s Name)

Federal ID#: ________________________________ By: ________________________________

Witness: ________________________________ Title: ________________________________

(Owner, partner, corp. Pres. Or Vice President)

Address: ________________________________________________

(Proprietorship or Partnership)

Attest: (corporation) Email Address: ________________________________

(Corporate Seal)

By: ________________________________

Title: ________________________________

(Corporation, Secretary / Ass’t Secretary.)

______________________________________________

ACCEPTED by STUDENT U

Total amount of accepted by the owner, included base bid: ________________________________

BY: __________________________________________ TITLE: ________________________________

Date: ________________________________
GENERAL CONDITIONS

1. GENERAL

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

2. DEFINITIONS

Owner: "Owner" shall mean, Student U.

Contractor: "Contractor" shall mean the entity that will provide the services for the Owner.

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

Contract Documents: "Contract Documents" shall consist of the Notice to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the bid; the contract; the performance bond if applicable; and insurance certificates. All of these items together form the contract.

3. INTENT AND EXECUTION OF DOCUMENTS

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

In such cases where the nature of the work requires clarification by the Designer/Owner, the Designer/Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents, and shall become a part thereof.

4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

Contractor shall provide one complete set of legible “as-built” marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive “As-built” marked-up construction drawings and specifications before the final pay request can be processed.

5. SUBMITTAL DATA

The Contractor awarded the contract shall submit all specified submittals to the Owner/Designer. A minimum number of copies as specified by the owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Designer/Owner. Failure to provide submittal data for review on equipment listed in the technical specifications will result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.
6. **SUBSTITUTIONS**

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until five (5) days prior to the receipt of bids or by the date specified in the pre bid conference, when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

a. Name, address, and telephone number of manufacturer and supplier as appropriate.

b. Trade name, model or catalog designation.

c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.

d. Detailed comparison with specified products including performance capabilities, warranties, and test results.

e. Other pertinent data including data requested by the Designer to confirm product equality.

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

7. **WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE**

The contractor shall provide, in readable condition one complete set of working drawings and specifications for his work including all shop drawings to the General Contractor before work begins. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative.

8. **MATERIALS, EQUIPMENT, EMPLOYEES**

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

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

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

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

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

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

g. The Contractor shall cooperate with the General Contractor, designer and the owner in coordinating construction activities.

h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project, and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

9. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

Where appropriate, the Contractor shall, cooperate with the county or municipal authorities by obtaining building permits. The contractor at no cost may obtain permits to the owner.

10. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY

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

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

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

d. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. Accident Prevention Manual in Construction, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
e. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

f. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).

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

11. **SUBCONTRACTS AND SUBCONTRACTORS**

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

12. **CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS**

The Contractor agrees that the terms of these Contract Documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

13. **CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST**

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

b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the contractor be denied by the designer or the owner, the contractor may pursue his claim in accordance with G.S. 143-135.3.

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

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

1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer and Owner the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except is such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party
may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.

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

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

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

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

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

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

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

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

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

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

g. Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor’s accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in
writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within seven (7) days of receipt.

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

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

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

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

14. ANNULMENT OF CONTRACT

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

15. TERMINATION FOR CONVENIENCE

a. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the contractor in writing via certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
b. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner; (3) plus ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

16. OWNER'S RIGHT TO DO WORK

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

17. REQUESTS FOR PAYMENT

Contractor shall refer to the Supplemental General Conditions for specific directions on payment schedule, procedures and the name and address where to send applications for payments for this project. It is imperative that invoices be sent only to the above address in order to assure proper and timely delivery and handling.

The Designer/Owner will process all Contractor pay requests as the project progresses. The Contractor shall receive payment within thirty (30) consecutive days after Designer/Owner's approval of each pay request. Payment will only be made for work performed as determined by the Designer/Owner.

Retainage:

- Retainage withheld will not exceed 5% at any time.
- The same terms apply to general contractor and subcontractors alike.
- Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
- Exceptions:
  1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.
  2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.

Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

18. PAYMENTS WITHHELD

The designer with the approval of the Owner may withhold payment for the following reasons:

- Faulty work not corrected.
- The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- To provide for sufficient contract balance to cover liquidated damages that will be assessed.
d. The Owner may authorize the withholding of payment for the following reasons:
   i. Claims filed against the contractor or evidence that a claim will be filed.
   ii. Evidence that subcontractors have not been paid.

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

19. MINIMUM INSURANCE REQUIREMENTS

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

a. Worker's Compensation and Employer's Liability

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

b. Public Liability and Property Damage

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

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

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

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

c. Deductible

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

d. Other Insurance

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

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

20. **ASSIGNMENT**

   No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

21. **CLEANING UP AND RESTORATION OF SITE**

   The Contractor shall remove all associated delivery and set up debris from the site. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the equipment, and completely prepare the equipment for use by the Owner.

22. **GUARANTEE**

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

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

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

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

23. **STANDARDS**

   All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector which customarily requires the label or re-examination listing or identification marking of appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution.

   All equipment and products must be independent third party tested and labeled (UL, FM, or CTS) before final connections to Owner services or utilities.

24. **TAXES**

   a. Student U, as a non-profit, receives reimbursement on sales taxes for materials. Student requests the following accounting procedures.
b. **Accounting Procedures for Refund of County Sales & Use Tax**

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

General Contractor shall provide a signed statement containing the information listed in G.S. 105-164.14(e).

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

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

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

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

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

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

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

25. **EQUAL OPPORTUNITY CLAUSE**

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

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

26. **GOVERNING LAWS**

This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. The Contractor shall comply with all applicable federal, State and local laws, statutes, ordinances and regulations including, but not limited to, the Omnibus Transportation Act of 1991 and its implementing regulations.

**END OF GENERAL CONDITIONS**
SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within One Hundred Twenty (120) consecutive calendar days from the Notice to Proceed. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of Two Hundred Dollars ($200.00) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

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

CONSTRUCTION SCHEDULE:
For bidding purposes, the anticipated construction schedule is as follows:

COMMENCEMENT OF CONTRACT ................................................ Upon Notice to Proceed (TBD)

UNIT PRICES
No unit prices are requested.

NO SMOKING POLICY

Smoking, vaping or any tobacco use is not allowed on property.

No firearms of any type will be allowed on site.

No illegal drugs, narcotics, or alcohol will be allowed in any construction area. Any observed erratic behavior resulting from off-site or on-site use of these substances shall be grounds for personal removal of such personnel from the construction site.

Owner reserves the right to require immediate removal of any person violating these rules.

END OF SUPPLEMENTARY GENERAL CONDITIONS
SECTION 011100: SUMMARY OF WORK

PART 1: GENERAL

This project consists of Kitchen Equipment for the Student U Kitchen Renovations. Scope of work includes providing, delivering and installing kitchen equipment as described in this project manual and shown on Drawing K2.

PART 2: CONTRACTS

The method of contracting for this project shall be based upon the current North Carolina Bid Laws as amended for awarding informal contracts.

2-01: SINGLE PRIME CONTRACT

Work on this project shall be awarded as a Single Contract to a Kitchen Equipment Supplier.

PART 3: WORK BY OTHERS

3-01: Renovation Project Coordination: Kitchen equipment supplier shall coordinate delivery and installation with Kitchen Renovation project and General Contractor in charge of renovations.

END OF SECTION
SECTION 013300: SUBMITTALS

PART 1: GENERAL

1-01 RELATED DOCUMENTS

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

1-02 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

B. Related Sections include the following:

1. Section 017800 "Contract Closeout" for submitting warranties Project Record Documents and operation and maintenance manuals.

1-03 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Designer’s responsive action.

B. Informational Submittals: Written information that does not require Designer’s approval. Submittals may be rejected for not complying with requirements.

1-04 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Owner’s Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
B. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Owner’s Representative receipt of submittal.

1. Initial Review: Allow seven (7) days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Designer will advise Contractor when a submittal being processed must be delayed for coordination.
2. If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Allow seven (7) days for processing each resubmittal.
4. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.

C. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Construction Project Manager.
3. Include the following information on label for processing and recording action taken:
   a. Project name.
   b. Date.
   c. Name and address of Owner.
   d. Name and address of Contractor.
   e. Name and address of subcontractor.
   f. Name and address of supplier.
   g. Name of manufacturer.
   h. Unique identifier, including revision number.
   i. Number and title of appropriate Specification Section.
   j. Drawing number and detail references, as appropriate.
   k. Other necessary identification.

D. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.

E. Additional Copies: Unless additional copies are required for final submittal, and unless Designer or Construction Project Manager observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.

1. Submit one (1) digital copy of submittal to Owner’s Representative.
F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Designer will discard submittals received from sources other than Contractor.

1. Transmittal Form: Provide locations on form for the following information:
   a. Project name.
   b. Date.
   c. Destination (To:).
   d. Source (From:).
   e. Names of subcontractor, manufacturer, and supplier.
   f. Category and type of submittal.
   g. Submittal purpose and description.
   h. Submittal and transmittal distribution record.
   i. Remarks.
   j. Signature of transmitter.

G. Use for Construction: Use only final submittals with mark indicating action taken by Designer connection with construction.

PART 2 - PRODUCTS

2-01 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

1. Number of Copies: Submit one (1) digital copy of each submittal, unless otherwise indicated. Designer will return one (1) digital copy.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
   a. Manufacturer's written recommendations.
   b. Manufacturer's product specifications.
   c. Manufacturer's installation instructions.
   d. Manufacturer's catalog cuts.
   e. Standard product operating and maintenance manuals.
   f. Compliance with recognized trade association standards.
g. Compliance with recognized testing agency standards.
h. Notation of coordination requirements.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Include the following information, as applicable:
   a. Notation of dimensions established by field measurement.
   b. Identification of products.
   c. Fabrication and installation drawings.
   d. Roughing-in and setting diagrams.
   e. Schedules.
   f. Design calculations.
   g. Pressure loss calculations.
   h. Compliance with specified standards.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 11 by 17 inches.

3. Number of Copies: Submit one (1) print of each submittal, unless prints are required for operation and maintenance manuals. Submit a minimum of five (5) sets of shop drawings for review by Designer unless specified otherwise.

4. The Contractor further represents and warrants that he has examined all Shop Drawings and Project Data for any description of asbestos-containing material and that does not contain a level of asbestos exceeding current limits set by the EPA.

By approving and submitting shop drawings, Product Data and samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittal with the requirements of the work and of the Contract Documents.

The Contractor shall direct specific attention, in writing or resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Designer. All such portions of the work shall be in accordance with approved submittals.

No portion of the work requiring submission of a Shop Drawing, Product Data or Samples, to revisions other than those requested by the Designer. All such portions of the work shall be in accordance with approved submittals.
D. Samples: Prepare physical units of materials or products, including the following:

1. Comply with requirements in Section 014500 "Quality Control" for mockups.
2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
3. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
4. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Owner’s Representative sample where so indicated. Attach label on unexposed side that includes the following:
   a. Description of Sample including any certificates and pertaining assurances.
   b. Product name or name of manufacturer.
   c. Sample source.
5. Submit Samples for review of kind, color, pattern, material, warranty, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
   a. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
6. Number of Samples for Initial Selection: Submit one (1) full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
7. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

2-02 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.
1. **Number of Copies:** Submit two (2) copies of each submittal, unless otherwise indicated. Designer and Construction Project Manager will not return copies.

2. **Certificates and Certifications:** Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

3. **Test and Inspection Reports:** Comply with requirements in Section 014500 "Quality Control."

B. **Construction Schedule:** Comply with requirements in Section 013200 "Construction Progress Documentation."

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

D. **Product Certificates:** Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.

E. **Installer Certificates:** Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project; include evidence of installation experience.

F. **Manufacturer Certificates:** Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with all requirements. Include evidence of manufacturing experience where required.

G. **Material Certificates:** Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.

H. **Material Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.

I. **Preconstruction Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.

J. **Compatibility Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
K. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.

L. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

M. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Section 017700 "Closeout Procedures".

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

O. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

P. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

Q. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

R. Construction Photographs and Videotapes: Comply with requirements in Division 1 Section 013200 “Construction Progress Documentation.”

S. Material Safety Data Sheets: Submit information directly to Owner.

PART 3 - EXECUTION

3-01 CONTRACTOR'S REVIEW

A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Designer. If it is clear to the Architect that the submittal “As not reviewed”, it will be immediately rejected for resubmittal.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3-02 OWNER'S REPRESENTATIVE

A. General: Designer will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Designer will review each submittal, make marks to indicate corrections or modifications required, and return it.

C. Informational Submittals: Designer will review each submittal and will not return it, or will reject and return it if it does not comply with requirements.

END OF SECTION 013300
PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities.

2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.

3. Requirements for Contractor to provide quality-control services required by Owner or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Owner.

C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.4 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Ambient conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

B. Factory- Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

D. Manufacturer Qualifications: A firm with then (10) years documented experience in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.

E. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.

F. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.

1.6 QUALITY CONTROL

A. Owner’s Responsibilities: Where quality-control services are indicated as Owner’s responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
2. Cost for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor and the Contract Sum will be adjusted by Change Order.

B. Manufacturer’s Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.

D. Testing Agency Responsibilities: Cooperate with the Owner’s Representative and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Owner, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
5. Do not perform any duties of Contractor.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.
PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000
SECTION 014500: QUALITY CONTROL

PART 1: GENERAL  It shall be the responsibility of the Kitchen Equipment Supplier to meet with the Owner’s General Contractor at the following project phases:
1. before the start of rough-ins for utilities;
2. before the start of finishes;
3. before the equipment install begins; and
4. after complete install (for Owner training)
Cooperation among all parties is expected for timely completion of the project.

PART 2: NOT USED

PART 3: COOPERATIVE ARRANGEMENTS
   A) Safety: Kitchen Equipment Supplier shall follow General Contractor’s safety plan during installation.
   B) Cleanup: Kitchen Equipment Supplier shall remove all packing debris after installation of equipment.

END SECTION
SECTION 016000 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers’ standard warranties on products; special warranties; and comparable products.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.

2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.

3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.
1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
   a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
   b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.


1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and
to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weather tight
   enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of
   installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity,
   ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and
   equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other
   warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on
   product warranties do not relieve Contractor of obligations under requirements of the Contract
   Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a
   particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide
   specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and
   identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and
   properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a
   written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for
   submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are
   undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Engineer will make selection.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.

C. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

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

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

016000 – 4
SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Inspection procedures.
   2. Project Record Documents.
   3. Operation and maintenance manuals.
   4. Warranties.
   5. Instruction of Owner's personnel.
   6. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

A. Equipment Supplier shall be substantially complete after the following is completed.
   1. Installation of all equipment.
   2. Testing of all equipment.
   3. Owner training.

1.4 FINAL COMPLETION

1.5 PROJECT RECORD DOCUMENTS

A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Owner's reference during normal working hours.

B. Record Drawings: Maintain and submit one original and one copy of blue- or black-line white prints of Contract Drawings and Shop Drawings.
   1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
      a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
      b. Accurately record information in an understandable drawing technique.
      c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
      d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
   2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
   3. Mark important additional information that was either shown schematically or omitted from original Drawings.
   4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.

C. Record Specifications: Submit (2) copies of Project's Specifications, including addenda and contract modifications. Mark copies to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
   3. Note related Change Orders, Record Drawings, where applicable.

D. Miscellaneous Record Submittals: Assemble (2) copies of miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.6 OPERATION AND MAINTENANCE MANUALS

A. Assemble three (3) complete sets of operation and maintenance data indicating the operation and maintenance of each piece of equipment. Include operation and maintenance data required in individual Specification Sections and as follows:
   1. Maintenance Data:
      a. Manufacturer's information, including list of spare parts.
      b. Name, address, and telephone number of Installer or supplier.
      c. Maintenance procedures.
      d. Maintenance and service schedules for preventive and routine maintenance.
      e. Maintenance record forms.
      f. Sources of spare parts and maintenance materials.
      g. Copies of maintenance service agreements.
      h. Copies of warranties and bonds.
   B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

1.7 WARRANTIES

A. Submittal Time: Submit written warranties on request of Owner for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
   1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
   3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.
PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
   1. Provide instruction at mutually agreed-on times.
   2. Schedule training with Owner with at least 10 days' advance notice.

B. Develop an instruction session that includes training for all equipment as required by individual Specification Sections. Include instruction for the following:
   1. Review of documentation.
   2. Adjustments.
   4. Repair.

3.2 FINAL CLEANING

A. Cleaning: Comply with manufacturer's written instructions.
   1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
      a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
      b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
      c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface and apply a layer of mulch.
      d. Remove tools, construction equipment, machinery, and surplus material from Project site.
      e. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
      f. Remove labels that are not permanent.
      g. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
         1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
      h. Leave Project clean and ready for occupancy.

B. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.
PART 4: GUARANTEE

A. Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

B. The Contractor shall remedy any defects in the Work, and pay all expenses for any damage to other Work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified elsewhere. The Owner shall give notice of observed defects with reasonable promptness. Mechanical equipment that carries a manufacturer’s warranty will be considered guaranteed for the extent of the warranty only.

C. The Contractor shall submit to the Owner’s Representative, before final acceptance, two (3) copies of all warranties, guaranties, and surety bonds on the Work, as required in the Contract Documents. All such documents shall show the name of the Project, location, and name of the Owner.

END OF SECTION 017700
SECTION 017800: CONTRACT CLOSEOUT

PART 1: GENERAL

Following Substantial Completion and prior to Final Payment of retainage, the Contractor shall furnish to the Architect/Engineer the documents required for certifying completion of the work.

PART 2: DOCUMENTS REQUIRED

2-01: Operation and Maintenance Manuals (3 bound sets) and (1 Digital set)

2-02: Name and address of Equipment Supplier.

2-03: Letter certifying that no materials containing asbestos or Lead have been used in the construction of this project.

2-04: Contractors Warranty Letter for specific items identified in the Contract Documents.

2-05: O&M manuals as required. Manuals shall include all equipment.

2-06: All above items except AS-Built prints shall be contained in 3 ring binders, clearly labeled with project name, having dividers labeled as to contents of addressed section.

END OF SECTION
SECTION 114000: FOOD SERVICE EQUIPMENT

PART 1: GENERAL

1-01: Reference to Other Documents: The General Conditions, Supplementary Conditions and Division 1 contain requirements relevant to work covered by this section.

1-02: Work Included: This section includes labor, materials, equipment and related services necessary to furnish and install new food service equipment in the Cafeteria Kitchen and to relocate existing food service equipment, with related accessories and specialties called for by drawings and specified herein.

1-03: Substitutions: For purposes of establishing type and quality of materials required for work included in this section, manufacturer’s names, types, patterns, etc. are used. Equal products of other manufacturers will be considered, provided that requests for substitutions are accompanied by supporting technical literature, samples and performance data for comparative evaluation 10 days prior to receipt of Bids.

1-04: Shop Drawings: Submit 1 digital set of shop drawings of custom or prefabricated items and 1 digital of brochures of manufactured items. Shop drawings shall be drawn at a scale not less than 3/8” per foot. Connection plans shall show wall lines, door openings and swings, and other pertinent architectural information to evaluate clearances. Show rough-in requirements for all mechanical and electrical services, including but not limited to floor drains, conduit for electrical service, gas lines, ventilation and air exhaust requirements. Show clearly whether connections are to be roughed in through walls, floor or ceiling. Locate each connection by dimension from walls, height above finish floor, size of connection, electrical or plumbing characteristics or other descriptive information. Approval of shop drawings by Architect/Engineer does not relieve Equipment Subcontractor of responsibility for accuracy of dimensions. General Contractor shall coordinate all field measurements. For custom fabricated work show details of construction, reinforcement, soundproofing, provisions for mechanical and electrical services, relationship to adjacent equipment or construction and installation requirements. For manufactured equipment submit a schedule of all items for this project; schedule shall show project item number, model name and number, quantity, accessories required and other descriptive information. For existing equipment to be relocated, submit a schedule of all items showing a project item number, model name and number, quantity, accessories accompanying item, utility hook-up requirements and other descriptive information. Bind schedule with manufacturer’s illustrated brochures marked with project item number in sequence as listed on schedule.

1-05: Service Contract and Manuals: Present to Owner (1) copy of all service contracts and warranties together with operating and service manuals for all new equipment (see Section 017800).

1-06: Sanitary Requirements: All food service equipment furnished under this contract shall conform to standards of National Sanitation Foundation, Ann Arbor, Michigan, to Rules Governing the Sanitation of Restaurants and Other Food handling Establishments (latest edition) of the N.C. Dept. of Human Resources, Division of Health Services, Environmental Health Section and the Durham County Health Department.

1-07: Electrical Requirements: Equipment with power requirements shall have components with Underwriters Laboratories label attached. Wiring shall meet requirements of the National Electrical Code in addition to State and County Codes. Verify at panel serving equipment on job site that capacity is available before hook-up proceeds. Electrical requirements for equipment shall include but not be limited to the following:

1) Equipment shall be furnished with components prewired to the greatest extent practical. This may include inter-wiring of heating elements, switches, starters, thermostats, outlets, motors and solenoids complete with junction box for final connection to panel or disconnect switch as shown on Electrical Drawings.

2) Furnishing and installing all switches, contractors, combination starters with fused disconnects, controls, limit switches, etc. necessary for safe operation of equipment. All disconnect switches between rough-in points and points of connection on the equipment shall be furnished and installed by Electrical Contractor unless specified otherwise in Equipment Schedule.
3) Furnishing all electrically operated portable or movable equipment with 3 or 4 wire Type SJ or SO rubber cord fitted with grounded plug (one-wire ground to frame of equipment).

1-08: Sealing of Joints: Items which are permanently installed against walls shall have gaps between equipment edge and wall sealed completely with joint sealant specified in Section 079000. Where piping, conduit or ductwork penetrations occur through walls or ceilings, install fire stopping sealant in accordance to UL ratings.

1-09: Name Plates: Each manufactured or custom-built item shall bear name plate of manufacturer and NSF label. Each item of manufactured equipment shall have an identifying nameplate of corrosion resistant metal giving name and address of manufacturer, catalog and serial numbers, power and voltage information if powered, and other information necessary for use in securing replacement parts in future. Nameplates shall fit snugly against body of equipment, preferably on a low front area to side; they shall be no larger than necessary to contain information, be free of rough edges and attached in a secure sanitary manner.

1-10: Warranty: All manufactured items shall be furnished with a 5-year warranty against defects in electrical, mechanical or other operational failures. Copies of warranty shall be presented with manuals of operation and maintenance as listed in Para. 1-05 above.

PART 2: PRODUCTS

2-01: Materials:
   1) Stainless Steel - austenitic steel alloy: 18-8, 8% nickel and 18% chrome, not more than 0.2% carbon and not more than 2% of any other alloying elements. Steel shall meet American Iron and Steel Institute’s designations for Type 304 or 302 stainless (Type 430 is unacceptable). All sheets shall have mill finish not less than commercial #4 on exposed side and not less than #28 on unexposed side; all stainless steel sheets must bear manufacturer’s trademark designating type and heat number. Fabricator shall furnish copy of mill analysis if requested. All stainless steel sheets must be stretcher leveled, not lighter than #14 gauge (0.078” thick).
   2) Reinforcement - unexposed channels used as battens or angles shall be 12-gauge galvanized. Reinforcing shapes exposed to view shall be 12-gauge stainless as specified in Paragraph 1) above.

2-02: WALK-IN FREEZER AND COOLERS:

WALK-IN FREEZER (2 required) / WALK-IN COOLER (2 required)
Units shall be equal to Bally Prefab Sectional Walk-In Equipment, sectional construction, meeting NSF and UL requirements. Two units are interior to the building and two units are exterior freestanding units. Dimensions shall be as indicated on drawings and verified in field before fabrication. Utilize common wall between. Furnish equipment complete with all standard accessories and pre-assembled remote refrigeration. Note that all refrigerant lines shall be installed by equipment supplier. Install components in accordance with the following requirements:

PANEL CONSTRUCTION (meeting FM Std. #4411)
Panels shall be fabricated in standard widths of 11-1/2”, 23” and 46” and be interchangeable for ease of assembly. Exterior and interior metal pans shall be precisely formed with metal dies and checked with gauges for uniformity. Wall panel metal shall be 22-gauge stucco embossed aluminum; floor panel metal shall be 1/8” aluminum tread-plate. Panels shall be made without internal structural members, with 100% of each panel (exclusive of metal skins) being foamed-in-place insulation; panel edges shall have tongue-and-groove formed metal, foamed-in-place, with flexible vinyl gasket fitted on interior and exterior of each panel along every tongue edge to provide air-tight, vapor-proof joints. To assure accurate alignment and maximum strength, furnish preformed 90 degree “L” and “T” panels for all corners and wall intersections; leg dimensions shall be 12” minimum. Floor panels shall be similar in construction to wall and ceiling panels except that they shall be made to withstand uniformly distributed floor load up to and including 600 psf.
PANEL FASTENERS
Walk-in panels shall be assembled with lockable joining devices equal to Bally “SpeedOLok”, distance between not exceeding 46”. Each locking device shall consist of cam action, hooked locking arm placed in one panel and steel rod precisely positioned in adjoining panel so that when hooked arm engages rod, rotating cam-action draws panel tightly together. Locking devices shall be contained in steel pockets set into panel with 2” steel straps set into insulation forming perimeter of steel for added strength. Locks shall be actuated from inside of walk-in; aligning devices shall be located in at least 1 pocket per vertical panel. Press-fit caps shall be provided to close wrench holes; locking wrenches shall be furnished with walk-in unit.

INSULATION
Rigid panel insulation shall be 4” thick urethane foam, poured-in-place, conforming to ASTM E84, with flame-spread rating of 25 or less; each panel shall carry UL label. Expanding agent for foam shall be Freon 11 with an inherent pressure of 38 psi when foam is heated to 120F. Thermal conductivity (K) shall not exceed 0.118 BTU per hour (Square Foot) (Fahrenheit degree per inch). Overall coefficient of heat transfer (U) shall not exceed 0.29. Insulation must remain stable at operating temperature of minus 90F to plus 250F.

HINGED ENTRANCE DOOR PANELS
Entrance openings as per following size schedule shall be provided in 44” wide panels. Door shall be infitting flush-mounted type with construction meeting panel and insulation requirements. Provide thermoplastic gasket with magnetic steel core mounted along top edge and both sides of door. Bottom edge shall contain adjustable rubber wiper gasket. Magnetic force of gasket shall keep door in closed position forming positive airtight seal. Gasket material shall be resistant to oils, fats, water and sunlight; gasket shall be replaceable. Door panel shall be constructed with heavy “U” channel steel frame for reinforcing entire perimeter of door opening against racking and twisting.

Anti-sweat heater wires shall be concealed behind metal edge of all door jambs on all 4 sides. Additional heater shall be concealed beneath exterior edges of door around entire perimeter to prevent condensation and frost formation. Each door panel shall have incandescent vapor-proof lamp mounted on interior face with operating toggle switch and pilot light mounted on exterior face. Inlet box shall be provided for 115V/60Hz./1ph. service. Flush face 2” diameter dial-type thermometer (readings from -60F to +80F) shall be mounted on exterior face of door panel. Doors shall clear openings 34” x 78” with swings as indicated; door into freezer shall have two-way pressure relief port.

HARDWARE FOR HINGED ENTRANCE DOORS
HINGES (2 reqd. per door) - Self-closing type, with stainless steel pin and nylon cam-type bearing.
LATCH (1 reqd. per door) - Shall have cylinder type lock with inside safety release handle; lever type latch designed to open inside safety release handle; lever type latch designed to open door by breaking magnetic force of gasket. Exterior unit shall have exterior grade hardware.
FOOT TREADLE (1 reqd. per door) - Designed for light toe pressure to open door without use of hands.
KICKPLATE (1 reqd. per door) - Standard stainless steel.

FLOORS
Prefab floor panels shall be set on existing concrete floor. Integral interior ramps shall be provided at each unit.

PRE-ASSEMBLED SELF-CONTAINED REFRIGERATION SYSTEMS UNITS
Condensing units are located remote to freezer/cooler. See drawings for distance of condensers from evaporators. Inability to read drawings shall not be grounds for additional compensation after bidding.

Refrigeration equipment shall be designed for remote installation. All equipment located outside shall have weather protection furnished by equipment supplier.
Cooler shall be conditioned with Indoor Evaporator Coil BLP209MA-S1D and Exterior Condensing Unit BEZA007H8-HT3D or as required to provide a functioning unit.

Freezer shall be conditioned with Indoor Evaporator Coil BLP207LE-S2D and Exterior Condensing Unit BEZA020L8-HT3D or as required to provide a functioning unit.

Units described herein shall be verified by equipment supplier for power requirements and coordinated with electrical subcontractor. No additional compensation will be provided to coordinate electrical requirements with electrical drawings.

Final sizing of refrigeration equipment shall be by the manufacturer based on size of freezer and cooler shown on drawings. No additional compensation will be provided for sizing equipment to function as manufactured for the size of the freezer and cooler as indicated on drawings.

**CONDENSING UNITS**

Provide hermetic unit complete with motor, air-cooled condenser, receiver, compressor and other required components mounted for accessibility on common base. Unit shall be designed for 16 to 18 hour operation at specified evaporating temperature in 90°F ambient temperature. Provide weatherproof covers for remote condensing units located outside. Bid shall include all piping and wiring as required for remote condensing unit.

**EVAPORATORS**

Units shall be forced-convection, unit-cooler type, designed for suspension from ceiling panels and forced-air discharge parallel to ceiling. Air circulating motors, multifin and tube type coil and grille shall be assembled within protective housing. Expansion valve with strainer, heat exchanger, inlet and outlet connections shall also be contained within housing. Air-circulation motors must be life-time sealed but readily accessible for cleaning. Provide drip pan and drain connection; equip unit coolers with mounting brackets for installation and all controls necessary for safe and satisfactory operation. In freezer compartment, provide heaters and time control for automatically defrosting unit cooler.

Refrigeration equipment shall be preassembled with all required components factory-installed both on evaporator and condensing unit assemblies, prewired, so that hook-up requirements at job-site are between assemblies only. Electrical junction boxes for indoor evaporator coils, lighting and fans shall be provided at ceiling above units by Electrical Contractor; equipment supplier shall be responsible for wiring from junction to equipment assemblies. Electrical disconnect switches for exterior condensing unit shall be provided on outside wall; equipment supplier shall be responsible for wiring from disconnect to equipment assemblies. All refrigerant tubing, exterior and interior condensate lines for refrigeration and other equipment required for hook-up shall be furnished and installed by equipment supplier. Evaporator Assembly shall also include heat exchanger, temperature control and expansion valve. Condensing Unit Assembly shall include sight glass, drier, time clock, vibration eliminator and suction accumulator.

**2-03: EQUIPMENT**

See attached equipment schedule for model numbers and quantities.

**PART 3: EXECUTION**

**3-01: General:** Custom fabricated and manufactured items shall be installed in accordance with contract documents and approved shop drawings. Custom and prefabricated items shall be installed in accordance with approved shop drawings by mechanics skilled and certified by equipment manufacturer. Plumbing and electrical service and hook-up shall be made and tested prior to placing equipment in satisfactory operating condition. Check all equipment for proper operation and protect from abuse or damage until project is accepted by Owner and A/E.
Plumbing, Mechanical and Electrical services and connections shall be made as required by contract documents, approved shop drawings and field requirements to insure satisfactory operating conditions. Prime Contractors responsible for providing service are required to coordinate respective subcontractors supplying and installing equipment to check and adjust all operating components of equipment for satisfactory operational conditions. Subcontractors supplying equipment are required to coordinate or furnish Prime Contractors with necessary adapters, couplings or other transitional components for complete hook-up of their equipment.

3-02: General Requirements for Stainless Steel Construction:

1) Supports and Reinforcing: Angles and supports used for structural parts of equipment shall be all welded construction using 1-1/2” x 1-1/2” x 12 gauge angles, stainless steel where exposed to view and galvanized where concealed. Reinforcing of work surfaces shall be made with 1-1/4” x 5” x 12 gauge channel battens spaced not more than 48” o.c. with cross battens between; weld all intersections. Tops shall be reinforced to support a uniform live load of 50 psf with no permanent deflection.

2) Legs shall be constructed of 1-5/8” o.d. #16 gauge steel tubing and cross-braced with 1-1/4” o.d. steel tubing welded to blend with adjoining surfaces. Paint bracing with one coat of primer and two coats of hammer-tone enamel. Legs shall be fitted with stainless steel adjustable sanitary bullet-shaped feet at bottom and secured at top by enclosed stainless steel gussets welded to bottom of channel reinforcement.

3) Welding shall be done with rods of same composition as parts being joined; welds shall fully penetrate entire length of joint and shall be flat without buckles, voids or imperfections. Welds shall be same color as adjacent metal, ground and polished on exposed side and ground on reverse side. Soldering, bolting or spot welding seams will not be acceptable for full arc welding.

4) Grind weld smooth and flush to adjacent metal; avoid grinding low spots and polish to match adjacent surfaces. Avoid overheating, undercutting, buckling or discolorations in grinding process. Deburr edges of materials to eliminate danger when cleaning. Grind smooth and polish all shear cuts and bends which tend to open surface of metal.

5) Grind smooth and polish edges of all rims on work surfaces. Weld, grind smooth and polish all field joints after equipment is erected, leveled and installed in final location. Hold field joints to a minimum.

END OF SECTION
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<th>MODEL NO.</th>
<th>DIMENSIONS</th>
<th>Quantity</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LARGE EQUIPMENT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gas Range- 6 burner/ 24” charbroiler</td>
<td>Southbend</td>
<td>4601DD-2CR</td>
<td>60.75”x34”x37” HT</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Convection oven (Electric)</td>
<td>Southbend</td>
<td>SLES/20SC</td>
<td>38”x37.25”x64” HT</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Reach-in Freezer</td>
<td>True Mfg</td>
<td>T-43F-HC</td>
<td>47”x29.5”x78.5” HT</td>
<td>1</td>
<td>By Owner</td>
</tr>
<tr>
<td>Reach-in Refrigerator</td>
<td>True Mfg</td>
<td>T-72-HC</td>
<td>78”x28.5”x78.5” HT</td>
<td>1</td>
<td>By Owner</td>
</tr>
<tr>
<td>Reach-in Refrigerator (Catering Area)</td>
<td>True Mfg</td>
<td>T-23-HC</td>
<td>27”x29.5”x78.5” HT</td>
<td>1</td>
<td>With lock</td>
</tr>
<tr>
<td>Tilt Skillet (40 gal)</td>
<td>Cleveland Range</td>
<td>SEL40T1</td>
<td>50”x41”x39”HT</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Floor Fryer</td>
<td>Imperial</td>
<td>IFS-40-E</td>
<td>15.5”x30.5”x36” HT/44” HT @ rear</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Heated Holding Proofing Cabinet, Mobile</td>
<td>Metro</td>
<td>C539-CFC-4</td>
<td>27.75”x31.5”x71”HT</td>
<td>1</td>
<td>price the default color, red</td>
</tr>
<tr>
<td>Walk-in Cooler, 2 compartments, including delivery, installation &amp; set-up</td>
<td>Bally Refrigerated</td>
<td>21390-2-1-LJC</td>
<td>18’-3.5”x18’-3.5”x8’-6” HT</td>
<td>1</td>
<td>Max dim’s is room size - 16’-6”x12’-0”/ V.I.F.</td>
</tr>
<tr>
<td>SMALL EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food Slicer</td>
<td>Globe</td>
<td>G12</td>
<td>25.25”x24” (54 lb)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Food Processor</td>
<td>Robot Coupe</td>
<td>R2DICE</td>
<td>9”x17”x20.75”</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Floor Mixer- Planetary</td>
<td>Globe</td>
<td>SP30</td>
<td>22.5”x24.75”x50.75”HT</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>SCULLERY EQUIPMENT</strong> - see TABLES below for Storage Items</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dishwasher</td>
<td>CMA Dishmachines</td>
<td>CMA-180-VL</td>
<td>25.5”x29”x85.5 HT</td>
<td>1</td>
<td>Ventless/ Heat recovery system with undershelf/ Verify fit w-dishwasher: may require modifications</td>
</tr>
<tr>
<td>Dishtable - soiled</td>
<td>Advance Tabco</td>
<td>DTS-570-48L</td>
<td>47”x30”x44.5”HT</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Pre-rinse faucet, 8”OC splash-mounted, spray valve &amp; hose, riser, wall bracket, heavy duty hose spring, lead free; drain twist operatde, 2”NPT &amp; 1-1/2” IPS outlet connections</td>
<td>Advance Tabco</td>
<td>DTA-53 faucet, K-5 drain</td>
<td>1</td>
<td>with undershelf/ Verify fit w-dishwasher: may require modifications</td>
<td></td>
</tr>
<tr>
<td>Dishtable - clean</td>
<td>Advance Tabco</td>
<td>DTC-570-48R</td>
<td>47”x30”x44.5”HT</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>DESCRIPTION</td>
<td>MFG</td>
<td>MODEL NO.</td>
<td>DIMENSIONS</td>
<td>Quantity</td>
<td>Notes</td>
</tr>
<tr>
<td>-------------</td>
<td>-----</td>
<td>-----------</td>
<td>------------</td>
<td>----------</td>
<td>-------</td>
</tr>
<tr>
<td>SINKS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3-compartment scullery, 16 ga 304 SS</td>
<td>Advance Tabco</td>
<td>93-3-54-24RL</td>
<td>27&quot;x103&quot;x42&quot;HT</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Prerinse faucet 8&quot;OC splash-mounted with spray valve &amp;hose, riser, wall bracket, heavy duty hose spring, lead free; Prerinse add-a-faucet, 12&quot; swing spout, lead free; drain twist operated 2&quot; NPT &amp; 1-1/2&quot;IPS outlet connections, for scullery sink</td>
<td>DTA-53 faucet, K-117</td>
<td>K-5 drain</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-compartment prep sink (veggies), 16 ga</td>
<td>Advance Tabco</td>
<td>FC-2-2424-24RL-X</td>
<td>30&quot;x96&quot;x42&quot;HT</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Faucet splash-mounted 8&quot; OC, 12 spout, drain twist operated 2&quot; NPT &amp; 1-1/2&quot; IPS outlet connections for 2-comp sink</td>
<td></td>
<td>K-1 faucet, K-5 drain</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-compartment prep sink (meat), 18 ga</td>
<td>Advance Tabco</td>
<td>9-41-24-36L</td>
<td>30&quot;x96&quot;x42&quot;HT</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Faucet 8&quot; OC, splash mounted w/ 8&quot; swing spout, lead free, drain twist operated 2&quot; NPT &amp; 1-1/2&quot; IPS outlet connections, for 1-comp sink</td>
<td></td>
<td>K-101, K-5 drain</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hand sink w-2 side splashes</td>
<td>United Restaurant Equipment Co.</td>
<td>Handsink w-splashes</td>
<td>17&quot;x15&quot;x15&quot;HT</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Wall-mount Faucet: 4&quot;centers, 3&quot; swivel SS gooseneck spout w/ 2.2 gpm aerator, built-in check valve, chrome-plated brass faucet body, 1/2&quot; NPSM male inlets. Low lead compliant, ADA compliant, NSF package</td>
<td>Component Hardware</td>
<td>TLL15-4100-SE1Z</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Mop Sink</td>
<td>Advance Tabco</td>
<td>9-OP-20-EC-X</td>
<td>21&quot;x25&quot;x10&quot;HT</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Wall-mount faucet, 8&quot;OC, 6-1/2&quot; spout, hose thread &amp; pail hook, vacuum breaker spout, wall-braced, chrome-plated</td>
<td></td>
<td>K-240-X faucet</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DESCRIPTION</td>
<td>MFG</td>
<td>MODEL NO.</td>
<td>DIMENSIONS</td>
<td>Quantity</td>
<td>Notes</td>
</tr>
<tr>
<td>-------------</td>
<td>-----</td>
<td>-----------</td>
<td>------------</td>
<td>----------</td>
<td>-------</td>
</tr>
<tr>
<td>Work Table, SS top, 60&quot;x30&quot;, 16 ga, with open base</td>
<td></td>
<td></td>
<td>60&quot;x30&quot;x35.5&quot;</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>Utility Cart</td>
<td>Regency</td>
<td>600CT1627WD</td>
<td>16&quot;x27&quot;x31&quot;HT (3 shelves)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>S.S. ceiling-mount shelf</td>
<td>Advance Tabco</td>
<td>CM-18-60</td>
<td>18&quot;x60&quot;</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>S.S. Tubular wall-mount drying shelf</td>
<td>Regency</td>
<td>600TWMS1660</td>
<td>16&quot;x60&quot;</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>S.S. Solid wall shelf</td>
<td>Regency</td>
<td>600WS1560HD</td>
<td>15&quot;x60&quot;</td>
<td>1</td>
<td>16 gauge</td>
</tr>
<tr>
<td>Drying Rack-mobile</td>
<td>Metro</td>
<td>MAX4-PR36VX4</td>
<td>36&quot;x24&quot;x68&quot;HT</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Dunnage Rack w/wheels</td>
<td>Regency</td>
<td>460DWC2424HD</td>
<td>24&quot;x24&quot;x14&quot;HT</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Storage Cabinet (Skullery area)</td>
<td>Hirsh Industries</td>
<td>22633</td>
<td>36&quot;x18&quot;x72&quot;</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>SS table w-casters</td>
<td></td>
<td></td>
<td>24&quot;x48&quot;</td>
<td>1</td>
<td>By Owner</td>
</tr>
<tr>
<td>SS table w-casters</td>
<td></td>
<td></td>
<td>24&quot;x36&quot;</td>
<td>1</td>
<td>By Owner</td>
</tr>
<tr>
<td>Dry Storage Shelving</td>
<td>Olympic</td>
<td></td>
<td></td>
<td></td>
<td>See Drawings</td>
</tr>
<tr>
<td>Walk-in Shelving</td>
<td>Olympic</td>
<td></td>
<td></td>
<td></td>
<td>See Drawings</td>
</tr>
<tr>
<td>UNDERCOUNTER SPEED RACKS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Undercounter Bun Pan Rack</td>
<td>Channel Mfg</td>
<td>HT307</td>
<td>15.5&quot;x18&quot;x30&quot;HT</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>UNDERCOUNTER SLIM-JIMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Slim Jim Recycling Bin w/ lid</td>
<td>Rubbermaid</td>
<td>FG354060</td>
<td>11&quot;x22&quot;x30&quot;HT (23 GAL)</td>
<td>12</td>
<td>verify this fits under steel tables/half units in gray, half units in green</td>
</tr>
<tr>
<td>ALTERNATE Slim-Jim Recycling Bin w/lid: price instead of previous Slim-Jim if previous item does not fit under Open Base Work Tables.</td>
<td>Rubbermaid</td>
<td>FG354007</td>
<td>11&quot;x22&quot;x25&quot;HT (16 GAL)</td>
<td>12</td>
<td>Price only if previous Slim-Jim too tall to fit under Open Base Work Tables/ half units in gray, half units in green</td>
</tr>
</tbody>
</table>

Include all delivery, uncrating and set-up for all equipment specified, as well as removing all packaging from jobsite.

Include NC white goods tax on all equipment as defined by NC statute.