

**FILED**  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF ARKANSAS

MAR 24 2009

JAMES W. MCCORMACK, CLERK  
By: [Signature] DEPT. CLERK

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF ARKANSAS  
WESTERN DIVISION

CENTRAL ARKANSAS LIBRARY SYSTEM

PLAINTIFF

VS.

NO. 4:09-W-227BSM

~~This case assigned to District Judge~~ Miller

L. R. MOURNING CO., INC.

and to Magistrate Judge JUN W  
~~DEFENDANT~~

COMPLAINT

Plaintiff Central Arkansas Library System ("CALs"), for its complaint, states:

**I. Parties, Jurisdiction, and Venue**

1. CALS is an Arkansas nonprofit corporation with its principal place of business at 100 Rock St., Little Rock, Arkansas 72201 (Pulaski County).

2. Defendant L. R. Mourning Co., Inc., ("Mourning") is an Texas corporation whose principal place of business is 8140 Walnut Hill Lane, Ste. 501, Dallas, TX 75231.

4. There is complete diversity of citizenship in this case. Plaintiff is an Arkansas corporation. Defendant is a Texas corporation. The Amount in controversy exceeds \$75,000, exclusive of interest and costs. This court has jurisdiction pursuant to 28 U.S.C. § 1332.

5. A substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this judicial district. Moreover, defendant is licensed in Arkansas as a foreign corporation and regularly transacts business in Arkansas sufficient to subject it to personal jurisdiction in this judicial district. This district is the proper venue pursuant to 28 U.S.C. § 1391(a) and (c)

**II. First Claim for Relief - Breach of Contract**

6. CALS realleges and reasserts the allegations of paragraphs 1-5 of this complaint as if restated verbatim.

7. On or about February 19, 1996, CALS entered into a Standard Form Agreement Between Owner and Contractor (“Agreement”) for the construction of a new branch library at 11800 Chester Street, Little Rock AR 72206 (“Williams Library”). A copy of the Agreement, is attached hereto and incorporated herein as Exhibit “A.”

8. The Agreement provided for construction and installation of a heating, ventilation and air-conditioning (“HVAC”) system, including chill water and hot water loop piping system, as specified by the plans and the project manual.

9. The Project Manual, relevant portions of which are attached hereto and incorporated herein as Exhibit “B”, provides that the pipes to be used in for the heating and chilled water piping were to be Schedule 40 black steel or Type “L” copper, hard drawn pipes. So long as one type of piping was used for the entire system, the Project Manual allowed the Contractor discretion to use Type “K” copper, hard drawn pipe for the system.

10. On May 30, 2007 and again on September 17, 2007, pipes in the HVAC system of the Williams Library burst, causing water damage, and requiring CALS to expend money in repairs.

11. During the investigation of the cause of the burst pipe, CALS discovered that the piping used by Mourning or its subcontractors in the HVAC system was Schedule 10 pipe rather than the pipe specified in the Project Manual.

12. The use by Mourning or its subcontractors of Schedule 10 pipe rather than the pipe specified in the Project Manual was a direct and proximate cause of the leaks in the HVAC discovered on May 30, 2007 and September 17, 2007.

13. As a result of the failure of the HVAC system, CALS has incurred damages, including but not limited to water damage to library books, drop ceilings, carpets and other property, costs expended in repair of the system and replacement of all pipe that did not match the specifications set forth in the Project Manual.

14. Pursuant to Ark. Code Ann. § 16-22-308, CALS is entitled to its reasonable attorneys' fees and costs incurred in bringing and prosecuting this action.

15. CALS has made efforts to secure payment for the repairs and other damages resulting from defendants breach of contract, but those efforts have been unavailing.

### **III. Second Claim for Relief - Fraudulent Concealment**

16. CALS realleges and reasserts the allegations of paragraphs 1-15 of this complaint as if restated verbatim.

17. Mourning or its subcontractors concealed its use of Schedule 10 pipe rather than the required Schedule 40, Type "L" or Type "K" pipe by covering the pipes with insulation prior to inspection. This was a material concealment because CALS would not have accepted the work as complete knowing that there were nonconforming pipes used in the HVAC system.

18. With the HVAC pipes covered by insulation, CALS was prevented from discovering the use by Mourning or its subcontractor of Schedule 10 pipe in violation of the terms of the Agreement.

19. Mourning or its subcontractor covered the pipes before inspection with the intention of concealing their use of material that did not conform to the specifications of the Agreement and the Project Manual.

20. Because the Agreement and the Project Manual specified that the pipes were to be covered with insulation, CALS was induced not to inspect the actual pipe beneath the insulation.

21. The concealment by Mourning or its subcontractor of the use of Schedule 10 pipe in the HVAC system was a direct cause of the damages incurred by CALS.

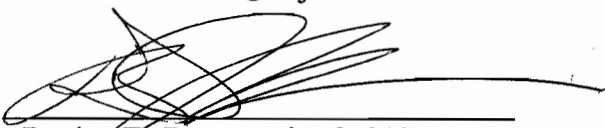
22. Because of the fraudulent concealment of the use of nonconforming pipe in the HVAC system, CALS did not discover this problem until May 30, 2007.

WHEREFORE, plaintiff Central Arkansas Library System prays that judgment be entered in its favor on its claim against defendant L.R. Mourning Co., in the amount of \$91,277.08, or such amount as remains unpaid as of the date of judgment, together with pre-judgment and post-judgment interest, attorneys' fees, and costs as permitted by law.

Trial by jury is requested.

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By

  
Bettina E. Brownstein (85019)  
Brian J. McNamara (2007219)  
Attorneys for Central Arkansas Library System



AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a  
STIPULATED SUM

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

*The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.*

This document has been approved and endorsed by The Associated General Contractors of America.

## AGREEMENT

made as of the 19th day of February in the year of  
Nineteen Hundred and Ninety-Six

**BETWEEN** the Owner: City of Little Rock as Trustee for:  
*(Name and address)* Central Arkansas Library System  
700 S. Louisiana St.  
Little Rock, Arkansas 72201

and the Contractor: L.R. Mourning Co., Inc.  
*(Name and address)* General Contractors  
2230 Cottondale Lane, Suite 5  
Little Rock, Arkansas 72202

The Project is: Central Little Rock Branch Library  
*(Name and location)* 18th & Chester Streets  
Little Rock, Arkansas

The Architect is: Architecture Innovations Group  
*(Name and address)* 209 West 2nd Street, Suite 210  
Little Rock, Arkansas 72201

The Owner and Contractor agree as set forth below.



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**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2**  
**THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Scope of work shall be for the construction of a branch library as described in the contract documents (plans dated 12-7-95). Work to be new general construction including site work, HVAC, electrical, structural and components of the project.

See exhibit "A" for changes in the scope of work referenced above.

**ARTICLE 3**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**3.2** The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

305 Calendar Days (12/23/96)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

The contractor shall pay liquidated damages in the sum of:  
Two Hundred and no/100 . . . . . (\$200.00)  
for each calendar day of delay until the work is substantially  
complete.

**ARTICLE 4**  
**CONTRACT SUM**

**4.1** The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of \_\_\_\_\_ Dollars  
(\$ 1,089,744.00 \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

**4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

Deductive Alternate #1 (\$21,177.00)  
Contractor agrees to hold the price for this item for 180 calendar days, in which time the owner may add the item back to the contract.

Deductive Alternate #2 (\$15,000.00)

**4.3** Unit prices, if any, are as follows:

Removal of unsuitable soil and recompaction of select fill to 95% ASTM D-1557 shall be at a rate of:

\$6.00 per cubic yard

**ARTICLE 5**  
**PROGRESS PAYMENTS**

**5.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**5.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**5.3** Provided an Application for Payment is received by the Architect not later than the 25<sup>th</sup> day of a month, the Owner shall make payment to the Contractor not later than the 10<sup>th</sup> day of the ~~preceding~~ proceeding month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 15 days after the Architect receives the Application for Payment.

**5.4** Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**5.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**5.6** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**5.6.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

**5.6.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (        %);

**5.6.3** Subtract the aggregate of previous payments made by the Owner; and

**5.6.4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

**5.7** The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

**5.7.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent ( 100 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

**5.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

**5.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Retainage shall be limited to 10% of the first 50% of completed construction. Amount shall be held until substantial completion of entire work.



**ARTICLE 6**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

**7.1** Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**7.3** Other provisions:

**ARTICLE 8**  
**TERMINATION OR SUSPENSION**

**8.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

**8.2** The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

**ARTICLE 9**  
**ENUMERATION OF CONTRACT DOCUMENTS**

**9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

**9.1.1** The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

**9.1.2** The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

**9.1.3** The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated 12-18-95 (Dated in Section 15000) , and are as follows:

<b>Document</b>	<b>Title</b>	<b>Pages</b>
Central Little Rock Branch Library	Section 00800 Supplementary Conditions	3

**9.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

<b>Section</b>	<b>Title</b>	<b>Pages</b>
See Exhibit "C" (Attached)		

**9.1.5** The Drawings are as follows, and are dated  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

unless a different date is shown below:

<b>Number</b>	<b>Title</b>	<b>Date</b>
---------------	--------------	-------------

See Exhibit "D"

**9.1.6** The addenda, if any, are as follows:

<b>Number</b>	<b>Date</b>	<b>Pages</b>
#1	1-09-96	15
#2	1-23-96	11

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

**9.1.7** Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

Exhibit "A" - Changes to the scope of work

Exhibit "B" - Bid for Lump Sum Contract

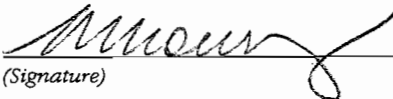
This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

  
\_\_\_\_\_  
(Signature)

*Bobby Roberts, Director*  
\_\_\_\_\_  
(Printed name and title)

CONTRACTOR

  
\_\_\_\_\_  
(Signature)

L. R. Mourning      President  
\_\_\_\_\_  
(Printed name and title)



**CAUTION:** You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

## CHANGES TO THE SCOPE OF WORK

The following changes to the scope of work for the Central Little Rock Branch Library, shall be added or deleted as indicated from the base bid (EXHIBIT "B"):

- |    |   |             |
|----|---|-------------|
| 1. | Deduct precast and add E.I.F.S. at top and brick bottom in lieu of precast. Includes skimcoat of E.I.F.S. @ CMU @ bottom of columns.                | \$41,555.00 |
| 2. | Change hollow metal window frames to white painted aluminum.  | \$1,955.00  |
| 3. | Furnish 3" structural wood purlins in lieu of 5"  | \$2,398.00  |
| 4. | Change all carpet tiles and broadloom to Wellco "Maxim II".   | \$5,013.00  |
| 5. | <b><u>Mechanical</u></b>  | \$3,384.00  |
|    | A. Use more competitive brands of plumbing fixtures and trim...Deduct \$1,012.00.   |             |
|    | B. Use Sch. 10 Black Grooved <u>Fittings</u> on 2" & larger & Copper Pipe & Fittings on Sizes below 2" Chill & Hot water piping... Deduct \$587.00. |             |
|    | C. Omit (16) Fire Dampers and add Radiation Dampers as per Engineer's request dated 2/5/96...Deduct \$1,785.00.                                     |             |
| 6. | <b><u>Electrical</u></b>  | \$1,165.00  |
|    | A. Delete four (4) J-Boxes for future lights.   |             |
|    | B. Change electronic ballast in lay-in light fixtures to enegy saving ballast in non public areas.  |             |
|    | C. Change 3/4" conduit to 1/2" conduit on switches.   |             |
| 7. | Furnish vinyl covered accordion door in lieu of fire rated accordion door.  | \$3,561.00  |
| 8. | Deduct library detection system   | \$6,452.00  |
| 9. | Eliminate retaining wall and remove 24" mulberry  | \$2,166.00  |

10.	Use HD Grade 2 locksets in lieu HD Grade 1 locksets	\$2,190.00
11.	Use corrugated polyethylene pipe in lieu of 18" PCP and use SDR-35 in lieu of PCP.	\$2,448.00
12.	Deduct the \$3,000.00 undercut allowance	\$3,000.00
13.	Change piers, columns and pilasters to running bond in lieu of stack bond, also no recessed brick.	\$3,000.00
14.	Deduct projection screen	\$995.00
15.	Deduct chalk board	\$365.00
16.	Deduct Epoxy floor and add VCT	\$2,000.00
17.	Deduct display case/paper rack	\$1,560.00
18.	Use architectural slate look shingle in lieu of standing seam roof. Change radius conditions interior and exterior to 45° angles.	\$31,449.00

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TOTAL		\$114,656.00
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BID FOR LUMP SUM CONTRACT

DATE: JANUARY 25, 1996

Proposal of L.R. MOURNING COMPANY

hereinafter called "Bidder" a corporation, organized and existing under the laws of the State of TEXAS, a partnership, or an individual doing business as \_\_\_\_\_

TO: Central Arkansas Library System, hereinafter called "Owner".

GENTLEMEN:

The Bidder, in compliance with your invitation for bids for the Construction of an Academic Complex, having examined the Contract Documents, the site of the proposed work, and being familiar with the conditions surrounding the construction of the project, including the availability of materials and labor, proposes to construct the project in accordance with the Contract Documents, within the time set forth, at the price(s) stated below.

Bidder agrees to commence work under this Contract on or before date of Owner's written "Notice to Proceed" and to fully complete the project in 305 consecutive calendar days.

Bidder acknowledges receipt of the following addenda:

- No. 1: Dated: 1-9-96
- No. 2: Dated: 1-23-96
- No. 3: Dated: \_\_\_\_\_
- No. 4: Dated: \_\_\_\_\_
- No. 5: Dated: \_\_\_\_\_

1. BIDS

A. BASE BID: Bidder agrees to perform all of the general construction work including all work as shown on the drawings and described in the specifications for the sum of:

One Million Two Hundred Forty Thousand

Five Hundred Seventy Seven Dollars (\$1,240,577)

The Base Bid includes the removal of 500 cu. yds. of unsuitable soil, to be replaced with 500 cu. yds. of select fill recompacted to 95% ASTM D-1557. This work shall be at a cost of: \$ 6.00 dollars per cubic yard for a total sum of: \$ 3,000.00. Any additional unsuitable soil shall be removed at the same rate. This amount shall be refunded to the owner if no unsuitable soil is found.

B. DEDUCTIVE ALTERNATIVES:

1. Ommit fence (including all wrought iron work & masonry columns) and concrete plaza from scope of work. Plaza to be replaced with bermuda sod as specified on landscape plan. Increase sprinkler system as required to cover additional sodded area.  
Deduct from the base bid the sum of:

TWENTY ONE THOUSAND ONE HUNDRED SEVENTY SEVEN  
Dollars (\$ 21,177.00 )

2. Replace sixteen (16) - Type 1 fixtures with twentyfour (24) - Forum: TDWC-400/1-LO.  
Deduct from the base bid the sum of:

FIFTEEN THOUSAND  
Dollars (\$ 15,000.00 )

3. Replace all Precast concrete with cast stone,  
Deduct from the base bid the sum of:

No Bid  
Dollars (\$ )



2. CONDITIONS:

- A. The Owner reserves the right to accept or reject any or all bids and to waive formalities.
- B. The Bidder agrees that this bid shall not be withdrawn for a period of 30 calendar days after the scheduled closing time.
- C. Upon notice of the acceptance of this bid, Bidder shall execute the Contract and deliver a Surety Bond within 10 days.
- D. The bid security (5% of the Bid) attached in the sum of 5% BID BOND Dollars (\$      ) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for delay and additional expenses to the Owner.
- E. Bidder must be licensed in the State of Arkansas in accordance with ACT 150 and ACT 728 of Arkansas Law.

Respectfully submitted,

By: \_\_\_\_\_

Title \_\_\_\_\_

Business Address \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

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EXHIBIT "C"

PROJECT MANUAL

FOR

CENTRAL LITTLE ROCK BRANCH LIBRARY

CENTRAL ARKANSAS LIBRARY SYSTEM

700 S. LOUISIANA ST.  
LITTLE ROCK, ARKANSAS

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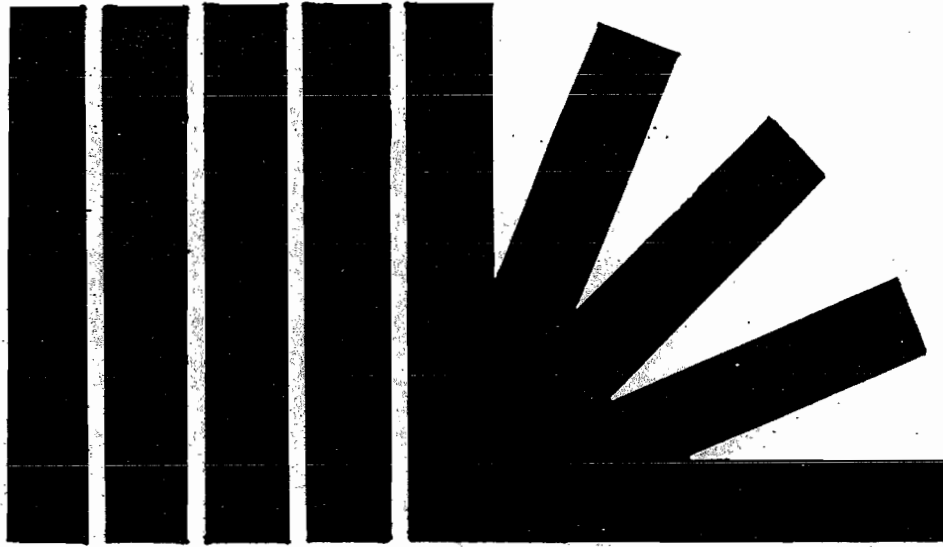
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# PROJECT MANUAL



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PLAINTIFF'S  
EXHIBIT  
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SECTION 15620

HEATING AND CHILLED WATER PIPING

PART 1 - GENERAL

1.01 SCOPE:

- A. This system shall consist of all heating and chilled water piping as designated and as indicated on the plans.
- B. Provide valves, drains, air vents and items as necessary for a complete and satisfactory operation.

1.02 Refer to Sections 15100 through 15190 for applicable requirements.

1.03 Submit air control devices for approval.

PART 2 - PRODUCTS

2.01 PIPE AND FITTINGS:

- A. Pipe Above Ground: Schedule 40 black steel or Type "L" copper, hard-drawn. The Contractor, at his option, may use Type "K" copper, hard-drawn. (only one material may be used for the entire system)
- B. Pipe Below Ground: Same as specified for above ground.
- C. Fittings:
  - 1. Steel pipe: 150 lb. malleable iron, or welding fittings.
  - 2. Copper pipe: Wrought copper.

*SL 10 3m 300 PSI*

2.02 AIR CONTROL DEVICES:

- A. Manual air vents shall be equal to Bell & Gossett No. 17.
- B. Automatic air vents shall be equal to Bell & Gossett No. 7.
- C. Control devices for closed piping systems shall be equal to Bell & Gossett Airtrol System.

PART 3 - EXECUTION

3.01 PIPING ARRANGEMENT:

- A. See Section 15100.
- B. Provide manual air vents at each coil.

- C. Provide automatic air vents at high points on supply and return piping where accessible in Mechanical Rooms.
- D. Where high points on supply and return main occur outside of the Mechanical Rooms, or extremely high in Mechanical Rooms, provide air vents on supply and return piping by running copper tubing from high point to nearest accessible drain. Provide cocks in tubing near discharge.
- E. Provide a drain valve with hose connection at low points.

3.02 MAKE-UP WATER AND RELIEF:

- A. For each system, provide pressure-reducing valve for feeding make-up water and a pressure relief valve.
- B. Provide make-up water from nearest domestic water.
- C. Operating pressures of PRV and relief valves shall be determined by required system pressures.

3.03 VALVES AND STRAINERS:

- A. Valves used for service and isolation shall be gate or butterfly type. Through 2", ball valves may be used.
- B. Balancing valves shall be either Sarcoflow balancing fittings, lubricated plug cock or butterfly valves.
- C. Where service or isolation and balancing is required, a butterfly valve may service for both.
- D. Check valves shall be spring type.
- E. Strainers shall be "Y" type.

3.04 THERMAL EXPANSION:

- A. See Section 15140 of this specification.
- B. Anchors shall be installed a minimum of every 300 LF of total system, and at expansion joints.

3.05 BLACK STEEL PIPE ASSEMBLY:

- A. Piping shall be installed with recognized industry standards.
- B. Welding shall be performed by welders certified by National Certified Pipe Welding in the past 6 months.

3.06 COPPER PIPE ASSEMBLY:

- A. See Section 15100.



B. Piping shall be installed with recognized industry standards.  
3.07 TEST:

- A. Black Steel and Copper Pipe: Test system with air to a pressure of 125 PSI for a period of 2 hours minimum, proving system tight without the adding of air.
- B. Copies of test results, signed by the Contractor, shall be furnished to the Engineer.

END OF SECTION