

# **PROJECT MANUAL**

## **WEST REGIONAL LIBRARY RENOVATION**

**4000 LOUIS STEPHENS DRIVE  
CARY, NC 27519**

**Permit Set**  
February 2024

**Clearscapes, PA**

Project Number: 2023-0030  
Book 1 of 2  
Divisions 1 through 13

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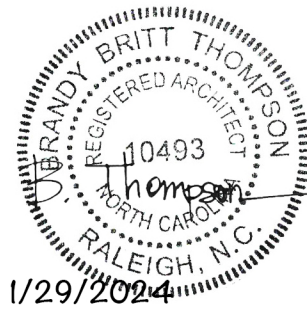
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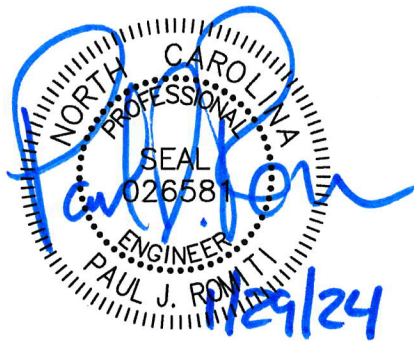
**Architect:**

Clearscapes, PA  
501 S. Person St.  
Raleigh, NC 27601

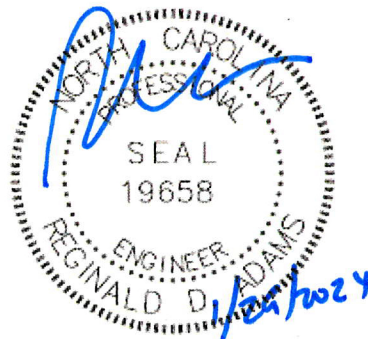


**Plumbing, Mechanical & Electrical Engineer:**

Sigma Engineered Solutions, PC  
5909 Falls of Neuse Road, Suite 101  
Raleigh, NC 27609



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## NOTICE TO BIDDERS

Sealed proposals will be received by Wake County Procurement Services, in Suite 2900, Wake County Justice Center, 301 McDowell Street, Raleigh, NC 27601, up to 2 p.m., Thursday, March 28th, 2024, and immediately thereafter publicly opened and read for providing labor, material and equipment entering into the renovation of West Regional Library Renovation, located in Cary, NC. An electronic copy of the contract documents (PDF) may be obtained from Clearscapes, PA by sending an email request to Logan Pate at lpate@clearscapes.com. Printed copies may be purchased from Duncan Parnell by contacting their Raleigh location at 919.833.4677. Complete contract documents will be open for inspection at the office of Clearscapes, PA.

A non-mandatory Pre-Bid Conference will be held on February 29, 2024, at 10 a.m. at the Wake County West Regional Library located at 4000 Louis Stephens Drive in Cary, NC.

### Notice of Public Meeting for Proposed Alternate Bids for Preferred Products

An open public meeting will be held on February 29, 2024 at 10 a.m. following the Pre-Bid. The meeting is to identify a preferred brand alternate and its performance standards pertinent to this project. In accordance with GS133-3, Section 64. (C) the following preferred brand items are being considered as Alternates by the owner for this project:

Alternate No. A: Preferred Brand Door Hardware – All new interior locks to be Yale to match existing and the exit device for door 110 to be Sargent 80 series to match existing.

Alternate No. B: Preferred Brand Acoustical Panel Ceiling – All new acoustical ceiling panels to be Armstrong Ultima 1911A (beveled tegular) and metal suspension system to be Armstrong Prelude ML 15/16" Exposed Tee, both to match existing.

Wake County provides minorities and women equal opportunity to participate in all aspects of its construction program consistent with NCGS §143-8. Bidders shall comply with the requirements of the Wake County Minority Business Enterprise Program, as outlined in Section 005500 of the Project Manual.

No bid may be withdrawn for sixty (60) days after the scheduled closing time for bids.

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

Signed: COUNTY OF WAKE

By: Patrick McHugh  
Facilities Design & Construction

DESIGNER: Clearscapes, PA  
501 S. Person St.  
Raleigh, NC 27601

## INSTRUCTIONS TO BIDDERS

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

### 1. PROPOSALS

Proposals must be made on the Bid Proposal Forms provided herein, and all blank spaces for Bids, Alternates and Unit Prices, applicable to bidder's work, shall be properly filled in. When requested Alternates are not Bid, the Proposal may be considered non responsive. The Bidders agree that Bids submitted on the specified Bid Proposal Forms, which are detached from specifications, will be considered and will have the same force and effect as if attached thereto. Numbers shall be stated both in writing and in figures for the Base Bids and Alternates.

Any modification to the Bid Proposal Forms (including Alternates and/or Unit Prices) may disqualify the Bid and may cause the Bid to be rejected.

The Contractor shall fill in the Bid Proposal Forms as follows:

- A. If the documents are executed by a sole Owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person.
- B. If the documents are executed by a Partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
- C. If the documents are executed on the part of a Corporation, they shall be executed by either the President or the Vice-President and attested by the Secretary or Assistant Secretary. In either case the title of the office of such person shall appear after their signatures. The seal of the Corporation shall be impressed on each signature page of the documents.
- D. If the Proposal is made by a Joint Venture, it shall be executed by each member of the Joint Venture in the above form for sole Owner, Partnership, or Corporation, whichever form is applicable.
- E. All signatures shall be properly witnessed or attested as applicable.
- F. Each proposal shall be addressed as indicated in the Advertisement for Bids and shall be delivered, enclosed in an opaque sealed envelope, marked "Proposal" and bearing the name of Project, name and address of the Bidder, the Bidder's license number and, if applicable, the designated portion of the Work for which Bid is submitted.
- G. It shall be the specific responsibility of the Bidder to deliver the Bid to the proper official at the appointed place and prior to the announced time for the opening of Bids. Later delivery of a Bid for any reason, including delivery by the United States Mail, shall disqualify the Bid.
- H. Modifications of previously deposited Bids or requests for withdrawal will be acceptable only if delivered in person or in writing to the place of the Bid opening prior to the time for opening Bids.

- I. Unit Prices quoted in the Proposal shall include overhead and profit and shall be the full compensation for the Contractor's cost involved in the work.
- J. All Bidders shall submit, attached to the bid, evidence of compliance with the Owners Minority Business Enterprise Program as outlined in Section 005500, Minority Business Enterprise Documents, of the Project Manual.

2. REQUIREMENTS FOR DOCUMENTING MINORITY BUSINESS PARTICIPATION

- A. Documentation to be submitted with each bid proposal
  - 1. All Bidders must provide, with the bid, Wake County Form MBE –1 (2002), Identity of Minority Business Participation, which identifies the minority businesses that will be used on the project, with the total dollar value of the work that will be performed by the listed minority businesses. Wake County Form MBE –1 (2002), Identity of Minority Business Participation, is a part of the bid form.
  - 2. All Bidders must provide, with the bid, one of the following:
    - a. Wake County Form MBE –2 (2002) – a listing of the good faith efforts made to solicit minority participation in the bid effort. A bidder must earn a minimum of 50 points from the good faith efforts listed for their bid to be considered responsive or;
    - b. Wake County Form MBE –3 (2002) – This form is to be submitted only by bidders certifying that all the work on the project will be performed 100% by their own workforce.

**All bidders must submit with their bid the applicable forms; failure to submit the required forms may be grounds for rejection of the bid.**

- B. Documentation to be submitted by the apparent low bidder after notification by the Owner

After the bid opening the Owner will consider all bid proposals and then determine and contact the apparent lowest responsible, responsive bidder. Within 72 hours of receipt of notification of being the apparent lowest responsible, responsive Bidder the Bidder shall submit the following:

  - 1. If the Bidder's minority business participation meets or exceeds the established goal of 10%, the Bidder must submit Wake County Form MBE–4 (2002). This form is to include a description of the portion of work to be executed by minority business, expressed as a percentage of the total contract price.
  - 2. If the Bidder's minority business participation is less than the established goal of 10%, the Bidder must submit Wake County Form MBE – 5 (2002). This form is to document the Bidder's good faith efforts to meet the established goal. Documentation to be provided on this form shall be evidence of all good faith efforts made, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority business for participation in the contract.
- C. Other documentation to be provided after contract award

1. Within 30 days after a contract is awarded, or sooner if required by the Contract Documents, the successful Bidder must provide, to the Owner, a list of all subcontractors to be used on the project. The list must identify the minority category of each minority subcontractor.
2. With the final request for payment the successful Bidder shall provide a complete listing of all minority businesses used on the project, along with the total dollar value of work performed by each minority business. This information must be provided on Wake County Form MBE- 6 (2002).

### 3. EXAMINATION OF CONDITIONS

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

Reference is made to the Contract Documents for the identification of those surveys and investigative reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the Licensed Professional who prepared the documents. Copies of all such surveys and reports are available to the Bidders, upon request. All Bidders are responsible for reviewing these documents prior to submission of their Bid Proposal.

Each Bidder may, at his own expense, make such additional surveys and investigations, as he may deem necessary to determine his Bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the Owner. The Owner will honor any reasonable request for access to the site.

### 4. SUBSTITUTIONS

Material substitutions will be considered during the bidding phase until seven (7) days prior to the receipt of bids. No substitutions will be considered after seven (7) days prior to the receipt of Bids.

For proposed material substitutions submit the following information to the Licensed Professional who prepared the bidding documents:

Name of manufacturer  
Address of manufacturer  
Phone number of manufacturer  
Trade name  
Model or catalogue designation



Manufacturer's data including:  
Performance and test data  
Reference standards  
Detailed comparison with specified product including:  
Performance  
Test results  
Warranties  
Gauge, thickness or strength or material  
Finish  
Other pertinent data  
Other information requested by the Licensed Professional  
who prepared the bidding documents

Submittals relating to substitutions, which are not fully complete by seven (7) days prior to the receipt of bids, will not be reviewed.

If the Licensed Professional who prepared the bidding documents accepts a material substitution, Contractors will be notified by Addendum.

## 5. ADDENDA

Any Addenda to bidding documents issued during the time of bidding will be sent to each Bidder, and are to be considered covered in the Bid Proposal. It is the Contractor's responsibility to ascertain prior to Bid time, which Addenda have been issued and confirm that his Bid Proposal includes any changes covered by the Addenda.

Should the Bidder find discrepancies in, or omissions from, the drawings or documents or should he be in doubt as to their meaning, he shall at once notify the Licensed Professional who prepared said drawings or documents. Neither the Owner nor the Licensed Professional who prepared the bidding documents will be responsible for any oral instructions.

The Bidder on his Bid Proposal shall acknowledge all Addenda. Failure to do so may disqualify the Bid and may cause the Bid to be rejected.

## 6. BID SECURITY

Each Proposal shall be accompanied by a cash deposit, or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a Bid Bond in an amount equal to not less than five percent (5%) of the Proposal. Said deposit to be retained by the Owner (referred to as Oblige on the Bond Form) as liquidated damages in event of failure of the successful Bidder to execute the Contract within ten (10) days after the award or to give satisfactory Surety as required by law.

The Bid Bond shall be conditioned that the surety will, upon demand, forthwith make payment to the Owner (referred to as Oblige on the Bond Form) upon the said bond if the Bidder fails to execute the contract.

A Wake County Bid Bond form is included in the project manual. The language in the Bid Bond form is required. Your Bid may be considered non-responsive if your Surety uses a different Bid Bond form. Notify your Surety that the language in the Wake County Bid Bond form must be used.

## 7. RECEIPT OF BIDS

Bids and Bid Security shall be received in strict accordance with requirements of the North Carolina General Statutes. Prior to opening of any Bids on the Project, the Bidder will be permitted to change or withdraw his Bid as allowed by Item 1-H of these Instructions.

All copies of the Bid, the Bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and should be identified with the Project name, time and date of Bid Opening, the Bidder's name and address, Bidder's license number and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

## 8. OPENING OF BIDS

Upon opening, all Bids shall be read aloud. Once any Bid is opened, the Owner may return no Bids to any Bidder.

After Bids are opened, a Bidder may request that his Bid be withdrawn without forfeiting his Bid deposit in certain limited circumstances. Withdrawal after opening is permitted only if all of the following conditions specified in North Carolina General Statutes §143-129.1 are met:

- A. The Bid was submitted in good faith.
- B. The price Bid "was based upon a mistake, which constituted a substantial error".
- C. Credible evidence is submitted showing that the error (1) was clerical in nature, as opposed to a judgment error; and (2) was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the Bid.
- D. The error can be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the Bid.
- E. The request to withdraw (1) is made in writing to the public agency that invited the Proposals, and (2) is made prior to the award of the Contract, but not later than seventy-two (72) hours after the opening of Bids.

## 9. REJECTION OF BIDS

The Owner reserves the unqualified right to reject any and all Bids. Reasons for rejection may include, but shall not be limited to, the following:

- A. If the Form of Proposal furnished to the Bidder is not used or is altered.
- B. If the Bidder fails to insert a price for all Bid items, Alternates and Unit Prices requested.
- C. If the Bidder adds any provisions reserving the right to accept or reject any award.
- D. If there are unauthorized additions or conditional Bids, or irregularities of any kind which tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

- E. If the Bidder fails to complete the Proposal forms where information is requested so the Bid may be properly evaluated by the Owner.
- F. If the Unit Prices contained in the Bid Schedule are unacceptable to the Owner.
- G. If the Bidder fails to comply with other instructions stated herein.
- H. If the Bidder fails to provide all documentation confirming compliance with the Wake County Minority Business Enterprise Program.

## 10. BID EVALUATION

The award of the Contract will be made to the lowest responsible Bidder as soon as practical. Should the successful Bidder default and fail to execute a Contract, the Contract may be awarded to the next lowest and responsible Bidder.

Before awarding a Contract, the Owner may require the apparent low Bidder to qualify himself to be a responsible Bidder by furnishing any or all of the following data:

- A. The latest financial statement showing assets and liabilities of the company or other information satisfactory to the Owner.
- B. A listing of similar completed projects of similar size, with contact persons and telephone numbers.
- C. Permanent name and address of place of business.
- D. The number of regular employees of the organization and length of time the organization has been in business under present name and percentage of work typically performed by the contractor's firm.
  - (1) Qualifications of key employees assigned to this Project.
  - (2) References for key employees assigned to this Project.
- E. The name and home office address of the Surety proposed and the name and address of the responsible local claim agent.
- F. The names of members of the firm who hold appropriate trade licenses, together with license numbers.
- G. Complete list of all subcontractors and suppliers proposed.
- H. Any pending arbitration or mediation cases or lawsuits. This may include all arbitration, mediation and lawsuits settled or resolved within last ten (10) years.

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

In determining the lowest responsible Bidder, the Owner may consider the past performance of the Bidder on construction contracts for the County of Wake, Wake County Public School System, the

State of North Carolina or other governmental agencies. Particular concern will be given to completion times, quality of work, cooperation with other Contractors, and cooperation with the Designer and Owner.

Should the Owner adjudge that the apparent low Bidder is not the lowest "responsible" Bidder by virtue of the above information, said apparent low Bidder will be so notified and his Bid Security shall be returned to him.

The Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

The Owner reserves the right to reject any and all Bids, to waive all technicalities and irregularities, and to make the award as considered to be in the best interest of the Owner.

#### 11. PERFORMANCE BOND

The successful Bidder, upon award of Contract, shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract price.

#### 12. PAYMENT BOND

The successful Bidder, upon award of Contract, shall furnish a Payment Bond in an amount equal to one hundred percent (100%) of the Contract price.

#### 13. PRE-BID CONFERENCE

Bidders are requested to attend a Pre-Bid Conference at the time and place stipulated in the Bidding Documents.

#### 14. PROPOSALS TO BE BID

General Construction Work

Heating and Ventilation and Air Condition Work

Plumbing Work

Electrical Work

#### 15. INFORMATION TO BIDDER

All questions concerning the plans and specifications should be directed to the Licensed Professional who prepared said documents.



## **Facilities Design & Construction**

☎ 919 856 6350  
📠 919 856 6355

**Waverly F. Akins Wake County Office Building**  
P.O. Box 550 • Raleigh, NC 27602  
336 Fayetteville St., Room 1100 • Raleigh, NC 27601  
wake.gov

### **Notice of Wake County Electronic Contracting Processes for Construction Agreements**

All Wake County contracts are now executed and processed electronically. The successful lowest responsive responsible bidder upon award of the construction contract must be a registered Wake County vendor to start the electronic contract process. Any company not registered as a Wake County vendor must register. The County will contact the low bidder and offer instructions on how to register as a vendor or update their existing vendor registration info if needed.

Upon notification of contract award, contractor will be issued instructions for processing Performance and Payment Bonds, Certificates of Insurance, and issuance of the Construction Agreement

Contracts will then be transmitted via DocuSign for signing, attesting, and execution.

**West Regional Library Renovation  
Cary, NC**

Project No. 24-007

**BID PROPOSAL FORM**

**(USE THIS FORM ONLY. Bids submitted on anything other than the form(s) provided may be considered non-responsive and subject to rejection)**

**SINGLE PRIME GENERAL CONSTRUCTION WORK  
FORMAL CONTRACT**

BIDDERS NAME

\_\_\_\_\_ License Number: \_\_\_\_\_

BASE BID PROPOSAL

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the Contract Documents relative thereto, including addenda, if any, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this Proposal is accepted to contract with the County of Wake with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents, for the sum of:

Base Bid \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

SUBCONTRACTOR LISTING

PLUMBING CONTRACTOR

Name: \_\_\_\_\_ License Number: \_\_\_\_\_

\$ \_\_\_\_\_

HVAC CONTRACTOR

Name: \_\_\_\_\_ License Number: \_\_\_\_\_

\$ \_\_\_\_\_

ELECTRICAL CONTRACTOR

Name: \_\_\_\_\_ License Number: \_\_\_\_\_

\$ \_\_\_\_\_

FIRE PROTECTION CONTRACTOR

Name: \_\_\_\_\_ License Number: \_\_\_\_\_

\$ \_\_\_\_\_

(OTHER CONTRACTOR)

Name: \_\_\_\_\_ License Number: \_\_\_\_\_

\$ \_\_\_\_\_

(OTHER CONTRACTOR)

Name: \_\_\_\_\_ License Number: \_\_\_\_\_

\$ \_\_\_\_\_

(OTHER CONTRACTOR)

Name: \_\_\_\_\_ License Number: \_\_\_\_\_

\$ \_\_\_\_\_

ALTERNATES

Should any of the alternates as described in the specifications be accepted, the amount written below shall be the amount to "add to" or "deduct from" the Base Bid. If to be "deducted from" Base Bid, put minus sign (-) in parentheses at head of alternate and plus sign (+) in parentheses if to be added. Refer to Section 012300 for description of alternates.

Alternate No. 1: Replace AHU-1.  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Alternate No. 2: Replace Toilet Compartments.  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

PREFERRED BRAND ALTERNATES

If the preferred alternate is included in the Base Bid amount, the bidder should list \$0.00 for that preferred alternate.

Preferred Alternate No. A: Locksets to be Yale to match existing and the exit device for door 110 to be Sargent 80 series to match existing. \_\_\_\_\_ Dollars(\$\_\_\_\_\_)

Preferred Alternate No. B: Acoustical ceiling panels to be Armstrong World Industries, Inc. Ultima 1911A and Armstrong Prelude ML 15/16" Exposed Tee, both to match existing. \_\_\_\_\_ Dollars(\$\_\_\_\_\_)

UNIT PRICES

Unit prices are complete for labor, equipment, material, overhead and profit. Base bid includes the stipulated allowance quantity of each item. Unused amount will be credited to the Owner by change order at the end of the project.

Description	Unit Price	Unit Measure	Allowance Units
Exit Signs		Each	2
Horn/Strobes		Each	2
Smoke Detectors		Each	2



MINORITY BUSINESS PARTICIPATION REQUIREMENTS; 143.128.2.c

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**Provide with the bid** - Under GS 143-128.2(c) the bidder shall identify and include **with the bid**, **Wake County Form MBE-1 Identity of Minority Business Participation**, the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **All bidders must submit, with the bid, Wake County Form MBE-1 Identity of Minority Business Participation Form even if there is zero MBE participation.**

**Also include with the bid** a list of the good faith efforts made to solicit minority participation in the bid effort, **Wake County Form MBE-2 Listing of the Good Faith Effort.**

**NOTE:** A contractor that performs all of the work with its own workforce may submit **Wake County Form MBE-3-Intent to Perform Contract with Own Workforce**, to that effect in lieu of **Wake County Form MBE-2-Listing of the Good Faith Effort.**

**After the bid opening** - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent lowest responsible, responsive bidder, the bidder must then file within 72 hours of the notification **Wake County Form MBE-4.** It includes that portion of the Work to be Performed by Minority Business. Also included is a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and **Wake County Form MBE-5** is not necessary,

**OR**

If less than the 10% goal, **Wake County Form MBE-5** documenting all good faith efforts to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the project.

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MBE contractors, vendors, and suppliers that will be used. If there is no MBE participation, then enter none or zero on the form. **Wake County Form MBE-2** or **Wake County Form MBE-3** as applicable must also be submitted with the bid. Failure to submit a required affidavit or form with the bid or within the time required may be grounds for rejection of the bid.



**Attach to Bid Form**

**Wake County – Form MBE-2 (2002)**

**Listing of the Good Faith Effort**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

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

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 1.0101)

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

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS 143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

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

Date: \_\_\_\_\_

Name of Authorized Officer \_\_\_\_\_

Signature \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_ day of \_\_\_\_\_ 20\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

**Attach to Bid Only If Bidder Performs All Work With Own Workforces**

**Wake County Form MBE-3 (2002)**  
**Intent to Perform Contract with Own Workforce**

Affidavit of

\_\_\_\_\_

(Name of Bidder)

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

\_\_\_\_\_

(Name of Project)

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

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: \_\_\_\_\_

Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

CERTIFICATION OF PROPOSER:

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order of Wake County and shall fully complete all work thereunder within the number of consecutive calendar days stipulated in the Supplementary General Conditions. Applicable liquidated damages shall be as stated in Supplementary General Conditions.

The undersigned acknowledges receipt of the following addenda issued during the time of bidding and includes the changes therein in this Proposal:

Addendum Number \_\_\_\_\_, Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_, Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_, Dated \_\_\_\_\_

The undersigned agrees that this Proposal will not be withdrawn for a period of sixty (60) days.

The undersigned agrees to comply with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

The undersigned agrees not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

The undersigned further agrees that in the case of failure on his part to execute the said Contract and the Bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the check, cash or Bid Bond accompanying this Bid shall be paid into the funds of Owner's Account set aside for this Project, as liquidated damages for such failure; otherwise the check, cash or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Respectfully submitted this \_\_\_ day of \_\_\_\_\_, 20\_\_

**PROPOSER SIGNATURE PAGE**

\_\_\_\_\_  
(Name of Firm or Corporation making Bid)

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

WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)

Title: \_\_\_\_\_  
(Owner, Partner, or Corporation President  
or Vice President only)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License Number: \_\_\_\_\_



Affix Corporate Seal Above

ATTEST:

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

Title: \_\_\_\_\_  
(Corporation Secretary or Assistant Secretary only)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_,  
(Bidder's Name)

\_\_\_\_\_, of \_\_\_\_\_  
(Street Address) (City, State, Zip)

hereinafter called the Principal, and \_\_\_\_\_  
of

(Surety's Name)

\_\_\_\_\_, a Corporation duly organized, and existing under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of North Carolina, as Surety, hereinafter called the Surety, are held and firmly bound unto the County of Wake as Owner, hereinafter called the Obligee, in the Penal sum of five percent (5%) of the amount bid, good and lawful money of the United States of America, for the payment for which the Principal and the Surety, bind ourselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. This bid bond is submitted in lieu of submitting cash, a cashier's check, or a certified check pursuant to G.S. 143- 129.

WHEREAS, the Principal has submitted a Bid for the renovation of **West Regional Library Renovation**.

NOW THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of said Bid, and give such bond or bonds as may be specified in the Bidding and Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, then this obligation shall be null and void; but if the Principal fails to so execute such Contract and give such bonds as required by G.S. 143-129, this obligation shall otherwise remain in full force and effect and the Surety shall, upon demand, forthwith pay to the Obligee the full amount set forth in the first paragraph hereof.

SIGNED AND SEALED this \_\_\_ day of \_\_\_\_\_, 20\_\_ in the presence of:

Witness \_\_\_\_\_

Witness \_\_\_\_\_

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**PART 1 – WAKE COUNTY MINORITY AND WOMEN BUSINESS ENTERPRISE RESOLUTIONS  
FOR CONSTRUCTION CONTRACTS  
ORIGINAL RESOLUTION FEBRUARY 29, 1988**

**1.1 R-02-52**

**RESOLUTION UPDATING WAKE COUNTY PROCEDURES  
AND POLICIES RELATING TO COUNTY CONSTRUCTION PROJECTS AWARDED  
PURSUANT TO N.C.G.S. §143-128 ET SEQ.**

WHEREAS, the North Carolina General Assembly has recently amended Article 8 of N.C.G.S. Chapter 143, Public Contracts, to increase the threshold for public contracts which must be bid, and to make other changes related to construction methods, construction management and minority business participation, and

WHEREAS, Wake County has adopted resolutions directing the County Manager to prepare and maintain minority and women business enterprise programs for all construction projects funded by Wake County (R-88-20) and establishing a verifiable percentage goal for minority business in awarding construction contracts the costs of which exceed one hundred thousand dollars (\$100,000) (R-90-13), and

WHEREAS, recent amendments to N.C.G.S. §143-129(a) have increased the threshold amount of public construction contract which must be bid from one hundred thousand dollars (\$100,000) to three hundred thousand dollars (\$300,000), and

WHEREAS, N.C.G.S. §143-128(a1) has increased the permissible methods that public bodies may use in awarding construction contracts, and

WHEREAS, N.C.G.S. §143-128.2 now requires more extensive efforts and detailed record keeping related to minority business participation in construction projects,

NOW, THEREFORE, BE IT RESOLVED by the Wake County Board of Commissioners

Section 1. That Resolutions R-90-13 and R-88-20 be amended to provide that the County Manager be directed to establish policies and procedures for bidding and awarding County building projects which comport with the requirements of Article 8 of N.C.G.S. Chapter 143, Public Contracts, as it is from time to time amended, and which are consistent with the policies contained in those Resolutions.



**1.2 R-90-13**

**RESOLUTION TO ESTABLISH A VERIFIABLE PERCENTAGE GOAL FOR PARTICIPATION BY MINORITY BUSINESS IN THE AWARDING OF BUILDING CONSTRUCTION CONTRACTS AWARDED PURSUANT TO N.C.G.S. §143-128**

WHEREAS, N.C.G.S. §43-128(c) requires each county to adopt, after notice and a public hearing, an appropriate verifiable percentage goal for participation by minority businesses (as defined in that statute) in the total value of work for building contracts the costs of which exceed one hundred thousand dollars (\$100,000) and which are awarded pursuant to N.C.G.S. §143-128; and

WHEREAS, N.C.G.S. §143-128(c)(3) requires a county awarding a building contract the cost of which exceeds one hundred thousand dollars (\$100,000) under a separate prime or separate specification contract system to adopt written guidelines specifying actions that will be taken by the county to ensure a good faith effort in the recruitment and selection of minority businesses for building contracts awarded under the separate prime or separate specification contract system; and

WHEREAS, N.C.G.S. §143-128(c)(4) requires a county awarding a building contract the costs of which exceeds one hundred thousand dollars (\$100,000) under a single-prime contract system to adopt written guidelines specifying the action that the prime contractor must take to ensure a good faith effort in the recruitment and selection of minority businesses for building contracts awarded under the single prime contract system; and requires that action taken by the prime contractor must be documented in writing by the contractor to the County; and

WHEREAS, N.C.G.S. §143-128(b) requires that a county choosing to use a single-prime contract system must also seek bids for a building contract the cost of which exceeds one hundred thousand dollars (\$100,000) under a separate prime or separate specification contract system and must award such building contract to the lowest responsible bidder or bidders for the total project; and

WHEREAS, N.C.G.S. §143-128(d) requires the county to award public building contracts the costs of which exceed one hundred thousand dollars (\$100,000) without regard to race, religion, color, creed, national origin, sex, age or handicapping condition; and

WHEREAS, notice of the public hearing was duly published and the public hearing required by N.C.G.S. §143-128(c) was held February 19, 1990;

NOW THEREFORE, BE IT RESOLVED BY the Wake County Board of Commissioners

Section 1. That Wake County shall have a verifiable goal of ten percent (10%) for participation by minority businesses in building construction contracts awarded pursuant to N.C.G.S. §143-128.

Section 2. That for each such building contract put out for bids under the separate specification or the single prime contract systems, notice of the contract shall be transmitted to

the Minority Business Development Agency in Raleigh, North Carolina and the North Carolina Institute of Minority Economic Development in Durham, North Carolina (hereinafter "minority agencies").

Section 3. That for each such building contract put out for bids under the separate specification or single prime contract systems, documents related to the contract shall be available for inspection at a convenient and accessible location of which minority agencies shall receive notice.

Section 4. That for any such building contract put out for bids under the separate specification contract system, the County shall maintain records with respect to:

- a. those contractors or subcontractors that bid or otherwise respond to notice of the project,
- b. those contractors or subcontractors awarded contracts as part of the project, and
- c. the percentage of work on the project that is to be performed by minority businesses.

Section 5. That for any such building contract put out for bids under the single prime contract system, the single prime contractor shall:

- a. notify appropriate minority businesses of the portion of the project which will be subcontracted by the single contractor and solicit bids from those minority agencies.
- b. submit with his bids records with respect to:
  1. those minority subcontractors notified of the project and of those elements of the project for which subcontracts will be let, and
  2. those minority subcontractors that bid or otherwise respond to notice of the project, and
  3. those minority subcontractors awarded contracts as part of the project, and
  4. the percentage of work on the project that is to be performed by minority businesses.

Section 6. That these policies shall be a part of the request for proposals for any such contract, and noncompliance by any single prime bidder shall be grounds for declaring the bid non-responsive.

Section 7. The County Manager is hereby authorized to impose additional requirements, not inconsistent with the requirements of this resolution and pursuant to the resolution of this Board enacted February 28, 1988, the purposes of which are to promote the goal and intent of this resolution.

Commissioner Heater moved the adoption of the foregoing resolution. Commissioner Ward seconded the motion and, upon vote, the motion passed unanimously this the 19th day of February, 1990.

**1.3 R-88-20**

**WAKE COUNTY, NORTH CAROLINA MINORITY AND WOMEN BUSINESS ENTERPRISE RESOLUTION FOR CONSTRUCTION CONTRACTS**

WHEREAS, the Board of County Commissioners of Wake County, North Carolina desires that all segments of the population of Wake County have equal opportunity to compete for contracting and subcontracting work offered by the County; and

WHEREAS, it is in the best interest of Wake County to develop and maintain as large a pool of qualified, prospective contractors to draw upon as possible;

WHEREAS, it is the judgment of the Wake County Board of Commissioners that the County has a compelling interest to implement a minority/women business enterprise program to ensure the representative participation of all segments of the population in the County's economy; and

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Wake County declares that it is their policy to provide minorities and women equal opportunity to participate in all aspects of the County's construction program consistent with Chapter 143, Article 8 of the General Statutes of the State of North Carolina.

BE IT FURTHER RESOLVED that the Board of Commissioners of Wake County hereby directs the County Manager to prepare and maintain a minority and women business enterprise program for all construction projects funded by the County.

Upon motion of Commissioner Stout, seconded by Commissioner Zieverink, and upon roll call vote, the Board adopted the above resolution this 29<sup>th</sup> day of February 1988

## **PART 2 – MINORITY BUSINESS ENTERPRISE PARTICIPATION IN WAKE COUNTY BUILDING CONSTRUCTION AND REPAIR CONTRACTS**

### **2.1 POLICY STATEMENT**

It is the policy of the County to encourage minorities to participate in its building construction, renovation and repair projects.

It is further the policy of the County to prohibit illegal discrimination against any person or business enterprise and to conduct its building construction, renovation and repair programs so as to prevent such discrimination.

It is the policy of the County in concert with other local, state and federal agencies and with the assistance of minority groups and agencies, to seek and identify qualified minority business enterprises (MBEs) and to offer them the opportunity to participate, and to encourage them to participate, in the County's building construction and repair programs. Under this policy, the County adopts the definition of MBEs contained in N.C.G.S. § 143-128.2.

It is the policy of the County to provide information and opportunities to minority business enterprises that are available to other business enterprises, and to establish procedures providing MBEs access to information and opportunities available to other business enterprises.

It is the intent of this policy to secure contractors' participation and ensure competition. Nothing in this policy shall be construed to require contractors or the County to award contracts or subcontracts or to make purchases of materials or equipment from minority business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

The County will award public building construction and repair contracts to the lowest responsible, responsive bidder as provided by Article 8 of Chapter 143 of the North Carolina General Statutes.

### **2.2 SCOPE: This Policy Applies To Minority Business, Minority Persons, and Socially and Economically Disadvantaged Individuals. [Ref: N.C.G.S. §143-128.2(g)]**

#### **A. A Minority Business (MBE) is a business:**

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

- B. A Minority Person<sup>1</sup> is a person who is a citizen or lawful permanent resident of the United States, and who is:
1. Black, that is, a person having origins in any of the black racial groups in Africa;
  2. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
  3. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
  4. American Indian or Alaskan Native, that is, a person having origins in any of the original peoples of North America; or
  5. Female.
- C. A Socially and Economically Disadvantaged Individual is defined by 15 U.S.C. 637 as a socially disadvantaged individual whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities, the federal government considers factors such as assets and net worth. This category includes members of economically disadvantaged Indian tribes.

## **2.3 VERIFIABLE GOALS FOR MINORITY BUSINESS ENTERPRISE PARTICIPATION<sup>2</sup>**

- A. County Funded Building Construction or Repair Projects costing \$5000 or more.
1. The County has established a verifiable goal of ten percent (10%) for participation by minority businesses in building construction and repair projects covered by this section. [Ref: N.C.G.S. §143-128.2 (a)]
- B. For Building Construction or Repair Projects Using State Appropriations or Other State Grant Funds Where the Project Cost is Equal to or Greater than One Hundred Thousand Dollars (\$100,000), the County shall use the State's verifiable goal of ten percent (10%) for participation by minority business in building construction and repair projects covered by this section. [Ref: N.C.G.S. §143-128.2 (a)]

## **PART 3 – REGULATIONS AND PROCEDURES FOR IMPLEMENTING MINORITY BUSINESS ENTERPRISE PARTICIPATION POLICY**

### **3.1 INFORMAL BUILDING PROJECTS:** Building construction and repair projects costing more than Five Thousand Dollars (\$5,000), but less than Three Hundred Thousand Dollars (\$300,000).

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<sup>1</sup> For building projects funded in whole or in part with federal funds, Hasidic Jews are also considered minority persons.

<sup>2</sup> Projects funded in whole or in part with federal funds will comply with applicable federal thresholds regarding Minority and Woman Owned Business Enterprises participation.

A. County Responsibilities:

1. Notify Minority Business Enterprises of bidding opportunities by one of the following methods:
  - a) Advertise the project at the Raleigh/Durham/Triad Minority Business Development Center or similar institution, or;
  - b) Advertise the project in an identified Minority Business Enterprise targeted newspaper(s) or;
  - c) Attempt to contact Minority Business Enterprises totaling at least 30% of the total number of vendors contacted [Ref.: N.C.G.S. §143-129. (b)]
2. Record all contractors contacted, along with the list of contractors provided with bidding documents.
3. Identify Minority Business firms contacted and record their minority category.
4. Record all contractors submitting bids, along with the amount of each bid.
5. Within five (5) days of project completion, submit a completed “Informal Construction Project Report Form” to the Wake County Finance Department.
6. The Wake County Finance Department will collect store, and report data and forms referenced in this Section 00600. See Section 3.3

B. Contractor Responsibilities:

1. The Contractor will provide the following documentation, Wake County Form MBE-6, at contract closeout and prior to final payment by the county.
  - a) A list of minority business’s used on the project, identifying the businesses name, type of work performed, and minority category.
  - b) List the dollar amount paid to each minority business and the percentage it represents of the final project value.

3.2 **FORMAL BUILDING PROJECTS:** Building construction and repair projects costing Three Hundred Thousand Dollars (\$300,000) or more.

A. County Responsibilities:

1. Advertise Building Projects. When soliciting bids for formal building construction and repair projects, the county must

- a) Advertise or post notice of bid opportunities to MBE and other potential bidders in trade publications (or whatever it is that we use now) and MBE targeted publications, plans review rooms or newspaper(s) with general circulation at least fourteen (14) days prior to the scheduled bid opening date. [Ref: N.C.G.S. §143-128.2(e)(3)]
  - b) Include the following in each advertisement or notice published: (i) a description of the work for which the bid is being solicited; (ii) the date, time, and location where bids are to be submitted; (iii) the name of the individual within the public entity who will be available to answer questions about the project; (iv) where bid documents may be reviewed; (v) notice of the date, time, and location of the prebid conference. [Ref: N.C.G.S. §143-128.2(e)(3)]
2. Hold a prebid conference prior to bid opening for each project and assure a County representative is in attendance. [Ref: N.C.G.S. §143-128.2(e)(2)]
  3. Allow contractors to obtain, at least 10 days before the bid date, a complete set of Bidding Documents by providing a refundable deposit as outlined in the project Advertisement or published notice. Deposits will be refunded as stipulated in the Bidding Documents. [Ref: N.C.G.S. §43-128.2(e)(2)]
  4. Include in the bidding documents for each project the following forms and a statement that all contractors submitting bids must include all applicable forms, fully completed, and that failure to file required forms with bids may be grounds for rejection of the bid. [Ref: N.C.G.S. §143-128.2. (c)(1)b.]
    - a) Wake County Form MBE-1, identifying minority business participation;
    - b) Wake County Form MBE-2, affidavit listing contractor's good faith efforts to meet the 10% goal for MBE participation, including any advertisements, solicitations, and evidence of other specific actions to recruit minority businesses for participation in the project;
    - c) Wake County Form MBE-3, affidavit evidencing contractor's intent to perform all contract work with its own workforce; and
    - d) A copy of the County's MBE policy and procedures.
  5. Maintain all public records created for each project, including all records and documentation relating to MBE procedures, for a period of three years from the date of project completion. See Section 3.3. [Ref: N.C.G.S. §143-128.2(i)]
  6. In any building or repair project financed in whole or in part with federal funds, the County must include a statement that all federal guidelines associated with the source of the federal funds must be complied with. For example, projects funded by HUD must comply with all requirements of 24 CFR §135.

## **B. Contractor Responsibilities:**

1. All bidders on formal building construction or repair projects shall undertake a good faith effort to recruit minority businesses and provide documentation of meeting the minimum requirements of N.C. Gen. Stat. § 143-128.2.
  - a) Failure to comply with these procedural requirements and requirements for submittal of information in the Request for Proposals may render the bid non-responsive and may result in rejection of the bid. [Ref: N.C.G.S. §143-128.2.(c)(1)]
  - b) All contractors, including first-tier subcontractors on construction manager at risk projects, that do not propose to do all of the contract work with their own workforce must advertise for minority subcontractor, vendors and suppliers at least ten days prior to submission of the contractor's bid. [Ref: N.C.G.S. §143-128.2.(f)(1)]
2. Each bidder, including first-tier subcontractors for construction manager at risk projects, must submit a completed Wake County Form MBE-1 and Wake County Form MBE-2. A contractor, including a first-tier subcontractor on a construction manager at risk project, that performs all of the work under a contract with its own workforce may submit a Wake County Form MBE-3 in lieu of Wake County Form MBE-2 otherwise required under this subsection. [Ref: N.C.G.S. §143-128.2.(c)]
3. The apparent lowest responsible, responsive bidder, must submit the following documents within 72 hours after notification of being the low bidder:
  - a) Form Wake County Form MBE-4, an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than 10% of the total cost of the contract; or
  - b) Form Wake County Form MBE-5, documentation of good faith effort to recruit MBE participation in the project, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment of minority businesses for participation in the project. [Ref: N.C.G.S. §143-128.2.(c)(1)]
4. Within 30 days after the award of the contract, or sooner if stipulated in the Bidding Documents, the contractor shall provide to the County with a list of all subcontractors that the contractor will use on the project. [Ref: N.C.G.S. §143-128.2.(c)(2)]
5. During the construction of a project, if it becomes necessary to replace an MBE subcontractor, the prime contractor shall advise the Owner in writing. No MBE subcontractor may be replaced with a different subcontractor except for the following:
  - a) If the subcontractor's bid is later determined by the contractor or construction manager at risk to be nonresponsible or nonresponsive, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work; or



b) With the approval of the County for good cause. [Ref: N.C.G.S. §143-128.2.(d)]

Prior to substituting a subcontractor, the contractor shall identify the substitute subcontractor and inform the County, in writing, of its good faith efforts to replace with another MBE Subcontractor. Good faith efforts as set forth in N.C.G.S. § 143-131(b) apply to the selection of a substitute subcontractor. [Ref: N.C.G.S. §143-128.2(d)]

6. Prior to the final payment being due to the contractor Wake County Form MBE 6, which provides certification of actual work performed by Minority Businesses, must be submitted

### **3.3 COUNTY RECORD KEEPING PROCEDURES FOR MONITORING CONTRACTOR COMPLIANCE ON COUNTY BUILDING CONSTRUCTION AND REPAIR PROJECTS.**

A. **FORMAL CONTRACTS.** The County shall maintain for three years from project completion date all records with respect to:

1. Those contractors notified or solicited for each building construction or repair projects, noting all that are minority businesses and their minority category.
2. Those contractors that bid or otherwise responded to advertisements or notices of building construction or repair projects, noting all that are minority businesses and their minority category.
3. Prime contracts awarded, the amount of the contracts, identity of those that are minority business.
4. The subcontractors utilized on projects, identity of minority subcontractors, type work performed by minority subcontractors amount paid minority businesses as reported by the prime contractor(s) awarded the bid.
5. The percentage of work on the project performed by minority businesses as reported by the prime contractor. [Ref: N.C.G.S. §143-128.2(i)]

B. **INFORMAL CONTRACTS:** Documents required to be kept by the County under this section will be maintained in the County Finance Department.

1. The requirements for record keeping for Informal Contracts is the same as for Formal Contracts listed above.

### 3.4 COMPLAINT PROCEDURES.

#### A. Formal and Informal Contracts:

1. Alleged violations of the provisions of this MBE plan by any party should be reported in writing to the County Manager or his/her designee.
2. The County Manager or his/her designee shall review all facts available and respond in writing. Unresolved complaints may be presented to the Board of County Commissioners. The decision rendered by the Board will be final.



**Attach to Bid**

**Wake County – Form MBE-2 (2002)**

**Listing of the Good Faith Effort**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

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

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

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

The undersigned, if apparent low bidder, will inter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS 143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

**{Note: Attach this form to Bid Only if Bidder Performs All Work With Own Workforces}**

# Wake County Form MBE-3 (2002)

## Intent to Perform Contract with Own Workforce

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the project  
\_\_\_\_\_  
(Name of Project)

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

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# Wake County Form MBE-4 (2002)

## Portion of the Work to be Performed by Minority Firms

**\*\* (NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL) \*\***

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

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

\_\_\_\_\_  
(Project Name)

Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

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

Attach additional sheets if required

Name and Phone Number	*Minority Category	Work description	Dollar Value

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

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

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2003

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# Wake County Form MBE-5 (2002)

## Good Faith Efforts

**\*\* (NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL) \*\***

If the goal of 10% participation by minority business **is not** achieved, this affidavit shall be provided, to the Owner apparent lowest responsible, responsive bidder within 72 hours after notification of being the apparent low bidder.

Affidavit of: \_\_\_\_\_  
(Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work Description	Dollar Value

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

### Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation include, but are not limited to, the following evidence:

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

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_



# Wake County Form MBE-6 (2002)

## CERTIFICATION of Actual Work Performed by Minority Businesses

**NOTE: THIS FORM IS TO BE SUBMITTED PRIOR TO FINAL PAYMENT BEING DUE THE CONTRACTOR**

Affidavit of \_\_\_\_\_  
(Contractor Name)

\_\_\_\_\_  
(Project Name)

Project ID# \_\_\_\_\_ Final Contract Amount \$ \_\_\_\_\_

I do hereby certify that \_\_\_\_\_% of the total dollar amount of the contract was performed with minority business. Such work was subcontracted to the firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	Work description	Dollar Value

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

**\*\*\*Must list all businesses used, including Prime Contractor, and note which are minority and category\*\*\***

The undersigned hereby certifies that above information is correct to the best of his/her knowledge, information and belief.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2002  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_



CONSTRUCTION AGREEMENT

FOR

**West Regional Library Renovation**

THIS AGREEMENT, made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, a corporation, hereinafter called the Contractor, and Wake County, a body corporate and politic and a political subdivision of the State of North Carolina, hereinafter called the Owner.

WITNESSETH:

That the Contractor and the Owner, for the consideration herein named, agree as follows:

1. SCOPE OF WORK - The Contractor shall furnish and deliver all of the materials, and perform all of the work required by this Agreement and the following enumerated documents, which are attached hereto and made a part hereof as if fully contained herein: General Conditions, Supplemental Conditions, Contract Construction Schedule, Specifications, Drawings entitled "**West Regional Library Renovation**" which Drawings are listed in the Specifications, Performance Bond, Labor and Material Payment Bond, Insurance Certificates, and the following addenda:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

All of the documents listed, referenced or described in this paragraph, together with Modifications made or issued in accordance herewith are the Contract Documents, and the work, labor, materials and completed construction required by the Contract Documents and all parts thereof is the Work. The Contractor shall perform the Work in the time, manner and form required by the Contract Documents. The Contract Documents constitute the entire agreement between Owner and Contractor.

2. The Contractor agrees to commence work not later than three (3) days after the commencement date specified in the Notice to Proceed. The Contractor agrees to complete fully all Work hereunder on the dates specified in the Contract Documents, as may be adjusted in accordance with the terms thereof. Time is of the essence with respect to all dates specified in the Contract Documents as Completion Dates. Liquidated damages for failure(s) to complete in

accordance with the provisions of this paragraph shall be computed and assessed against the Contractor in accordance with the Contract Documents.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, and the Contractor hereby agrees to perform all of the Work, for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the lawful money of the United States, subject to adjustments as provided for in the Contract Documents. Payment of the Contract Price shall be in accordance with Articles 20 and 21 of the General Conditions.

4. It is further mutually agreed between the parties hereto that if at any time after the execution of this Agreement and the Performance Bond and Labor and Material Payment Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such Bonds to be unsatisfactory, or if, for any reason, such Bonds or either of them cease to be adequate to cover the performance of and payment for the Work, the Contractor shall, at its expense, within five (5) days after notice from the Owner so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of or payment for the Work shall be furnished in a manner and form satisfactory to the Owner.

5. Terms used in this Agreement which are defined in the Contract Documents shall have the meanings designated in those Contract Documents.

6. The Contractor agrees to indemnify and hold harmless the Owner against liability for damages arising out of bodily injury including death, or property damage, to any person or persons only to the extent that the fault of the Contractor or its derivative parties is a proximate cause of the loss, damage, or expense to be indemnified. This obligation to indemnify includes the obligation to pay any attorney's fees, litigation expenses, or court costs actually incurred by Owner to the extent that the fault of the Contractor or its derivative parties is a proximate cause of the fees, expenses, or cost to be indemnified. It is the intent of this provision to require the Contractor to indemnify the Owner to the fullest extent permitted by North Carolina law. The language and definitions in this section shall be construed consistent with N.C.G.S. 22B-1 et seq. as it may be amended. The indemnification obligation under this paragraph shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7. The laws of the State of North Carolina shall apply to the interpretation and enforcement of this Agreement. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in Wake County, North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

8. To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with N.C.G.S. Chapter 64, Article 2 (N.C.G.S. 64-26(a)) relating to the E-Verify requirements.

9. By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

10. If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

11. In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

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

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

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

Title: \_\_\_\_\_  
(President)

ATTEST: (CORPORATION)

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

Title: \_\_\_\_\_  
(Corporate Secretary)

(CORPORATE SEAL)

WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)

WAKE COUNTY  
P. O. Box 550  
Raleigh, N.C. 27602

By: \_\_\_\_\_  
County Manager or Designee

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Wake County Finance Officer

This instrument has been reviewed by Wake County Facilities, Design & Construction

\_\_\_\_\_  
Mark Forestieri  
Director, Facilities Design & Construction

The person responsible for monitoring the contract performance requirements is

\_\_\_\_\_. \_\_\_\_\_ Department Head Initials

PAYMENT BOND

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal:  
(Contractor) \_\_\_\_\_  
\_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contracting Body: County of Wake  
P.O. Box 550  
Raleigh, N.C. 27602

Amount of Bond: \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_)

Project: \_\_\_\_\_  
\_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with the Owner identified as shown above and hereto attached:

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

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

PAYMENT BOND

Executed in Four (4) Counterparts.

CONTRACTOR:

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

Title: \_\_\_\_\_  
(Corporation President or  
Vice President Only)

ATTEST: (Corporation)

\_\_\_\_\_  
(Corporation Secretary or Assistant  
Secretary Only)

(CORPORATE SEAL)

SURETY COMPANY:

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

\_\_\_\_\_  
(Attorney in Fact)

Title: \_\_\_\_\_

(SURETY CORPORATE SEAL)

COUNTERSIGNED:

\_\_\_\_\_

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name and Address-Surety Agency

\_\_\_\_\_

\_\_\_\_\_

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

PERFORMANCE BOND

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal:  
(Contractor) \_\_\_\_\_  
\_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contracting Body: County of Wake  
P.O. Box 550  
Raleigh, N.C. 27602

Amount of Bond: \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_)

Project: \_\_\_\_\_  
\_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with the Contracting Body, identified as shown above and hereto attached:

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

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



PERFORMANCE BOND

Executed in Four (4) Counterparts.

CONTRACTOR:

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

Title: \_\_\_\_\_  
(Corporation President or  
Vice President Only)

ATTEST: (Corporation)

\_\_\_\_\_  
(Corporation Secretary or Assistant  
Secretary Only)

(CORPORATE SEAL)

SURETY COMPANY:

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

\_\_\_\_\_  
(Attorney in Fact)

Title: \_\_\_\_\_

(SURETY CORPORATE SEAL)

COUNTERSIGNED:

\_\_\_\_\_

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name and Address-Surety Agency

\_\_\_\_\_

\_\_\_\_\_

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



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

### ARTICLE 1.

### DEFINITIONS

- 1.1 Agreement - The Construction Agreement, these General Conditions, and any Supplementary Conditions.
- 1.2 AIA - The American Institute of Architects.
- 1.3 ASTM - The American Society for Testing and Materials.
- 1.4 Beneficial Occupancy – The point at which the Project can be occupied by the Owner for its intended purpose, upon achievement of Substantial Completion, as defined in 1.40.
- 1.5 Change Order - A written order to the Contractor signed by the Owner and the Designer authorizing an addition, deletion, or revision in the Work and/or an adjustment in the Contract Price and/or the Contract Time issued after execution of the Construction Agreement. See paragraph 14.1.
- 1.6 Completion Date - Those dates identified as Completion Dates in the Contract Construction Schedule or elsewhere in the Contract Documents.
- 1.7 Construction Agreement – The document executed by the Contractor and the Owner to formally memorialize their consent to the terms of the Agreement.
- 1.8 Construction Change Directive – A written order to the Contractor signed by the Owner and the Designer directing an addition, deletion, or revision in the Work after execution of the Construction Agreement, in circumstances when the parties have been unable to agree on an adjustment to the Contract Price or the Contract Time, but the Owner requests that the Contractor proceed with said Work subject to adjustment of the Contract Price and/or Contract Time under the procedures described herein.
- 1.9 Construction Manager(s) - The person or firm designated as the Construction Manager in the Contract Documents, or their authorized representatives. The Construction Manager(s), as referred to herein, will be referred to hereinafter as if each were of the singular number, masculine gender.
- 1.10 Contract Construction Schedule - That schedule described in Article 13 hereof and identified as the Contract Construction Schedule.
- 1.11 Contract Documents - All of the documents that make up the Agreement, plus the Drawings and Specifications that describe the scope of the Work, plus allowable Modifications to the Contract Documents.
- 1.12 Contract Price - The total monies payable to the Contractor under the Contract Documents pursuant to paragraph 15.1 of the Agreement.
- 1.13 Contract Time - The number of calendar days stated in, or computed from, the Contract Documents for the completion of the Work, or any portion thereof. See, particularly, Article 13 hereof and the Contract Construction Schedule. Time of completion as specified therein is of the essence. The time used and referred to on the Project will be that time which is



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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observed in Raleigh, North Carolina, being Eastern Daylight Savings Time (EDT), Eastern Standard Time (EST), or other as designated by the Designer.

- 1.14 Contractor - The Contractor shall be that party identified as such in the Agreement.
- 1.15 Days - Unless otherwise indicated, the term "days" shall mean consecutive calendar days.
- 1.16 Daylight Hours - The hours or portions of hours between sunrise and sunset local time.
- 1.17 Designer(s) – The person or firm designated as the Designer in the Contract Documents, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect, landscape architect, and/or engineer. They will be referred to hereinafter as if each were of the singular number, masculine gender.
- 1.18 Drawings - The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, and dimensions of the Work, and generally including plans, elevations, sections, details, schedules and diagrams. A list of the Drawings is contained in the Supplemental General Conditions.
- 1.19 Field Order - A written order issued by the Designer which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with the Contract Documents. See paragraph 14.2.
- 1.20 Final Completion - The point at which the Contractor has, as determined by the Designer, completed the Work, with the exception of guaranty and warranty obligations, and becomes entitled, upon the recommendation of the Designer and determination by the Owner, to final payment.
- 1.21 The words "furnish," "furnish and install," "install," and "provide" or words with similar meanings shall be interpreted, unless otherwise stated, to mean furnish and install complete, in place and ready for service.
- 1.22 Liquidated Damages – See paragraph 13.18 of these General Conditions.
- 1.23 Modification - (A) a written amendment to the Contract Documents signed by the Owner and the Contractor and identified therein as such, (B) a Change Order, (C) Construction Change Directive, or (D) a Field Order. A Modification may only be issued after execution of the Agreement.
- 1.24 Notice of Award - The written notice by the Owner to the Contractor that the Contractor is the successful Bidder and that upon compliance with the conditions precedent to be fulfilled by the Contractor within the time specified, the Owner will execute and deliver the Agreement to him.
- 1.25 Notice to Proceed - See paragraph 13.3.
- 1.26 Owner - The Owner is the person designated as such in the Agreement.



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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- 1.27 Owner's Authorized Representative - A person, or persons, employed by the Owner and designated from time to time by written notice to the Contractor to administer the Contract Documents, and to observe and monitor the Work on behalf of the Owner with authority and responsibility as herein specified.
- 1.28 Notice - The term "notice" or "written notice" as used herein shall mean and include all written notices, demands, instructions, and claims approvals and disapprovals furnished by the Owner or the Designer to obtain compliance with the requirements of the Contract Documents, as well as all written notices, demands, instructions and claims furnished by the Contractor as required by the Contract Documents. Where notice is required under the terms of the Contract Documents written notice shall always be required, and oral or "constructive" notice shall be insufficient and ineffective as notice. Email or other electronic delivery shall be insufficient and ineffective as notice unless specifically allowed by the Supplementary Conditions or a Modification to the Agreement. Written notice shall be deemed to have been duly served on the date that it is delivered in person to the individual or to a member of the firm, to an officer of the corporation for whom it is intended, to an authorized representative of such individual, firm, or corporation, or on the date that it is mailed by registered or certified mail, return receipt requested, addressed to the last business address of such individual, firm, or corporation known to the person giving the notice. Written notice may also be given by facsimile transmission, provided that proof of delivery is obtained. In the case of delivery in person, such delivery shall not be effective unless and until a written and signed receipt showing the date and time of delivery is obtained.
- 1.29 Project - The total construction of which the Work performed under the Contract Documents may be the whole or a part.
- 1.30 Project Expediter – As used herein, is an entity stated in the Contract Documents, designated to effectively facilitate scheduling and coordination of Work activities. For the purpose of a single prime contract, the single prime contractor is designated as the Project Expediter. For the purpose of a project involving separate prime contracts, the Contractor for general work shall be designated as the Project Expediter unless otherwise indicated in the Supplementary General Conditions. See paragraph 7.27.
- 1.31 Project Manager - That person designated by the Contractor in accordance with paragraph 7.2 who shall be in general charge of the Work and its performance and who shall have the authority set forth in the last sentence of paragraph 7.2.
- 1.32 Request for Information - A written communication from the Contractor to the Designer for any interpretation of, or information needed, required, or desired under the Contract Documents. The Owner reserves the right to determine the reasonable format and contents required for a Request for Information. In any Request for Information, the Contractor shall state a reasonable date by which a response is necessary in order to avoid delay in progress on the Work and shall make such request sufficiently in advance of such date as to avoid any such delay. The Designer shall respond in writing to the Request for Information by the date stated by the Contractor unless he cannot reasonably do so, in which case he shall prior to that date notify the Contractor of the date by which he can reasonably respond. The Contractor shall not be entitled to any additional time for the completion of the Work or any portion thereof by reason of the Designer's failure to respond



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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if he has not submitted his Request for Information sufficiently in advance to allow the Designer a reasonable time within which to respond.

- 1.33 Request for Payment - The form, in the form of AIA Document G702 (latest ed.) or other published document approved by Owner, which is to be used by the Contractor in requesting progress payments and which is to include a Schedule of Values as required by the Contract Documents and an affidavit of the Contractor that progress payments theretofore received from the Owner on account of the Work have been applied by the Contractor to discharge in full all the Contractor's obligations incurred in connection with Work covered by all prior applications for payment. See paragraph 20.2.
- 1.34 Resident Superintendent - That person designated by the Contractor in accordance with paragraph 7.2 who has day-to-day responsibility for the prosecution of the Work and the obtaining of proper materials and equipment, and adequate labor and who shall have the authority set forth in the last sentence of paragraph 7.2.
- 1.35 Schedule of Values - Any breakdown of the Contract Price which may be required by the Contract Documents, and designated as such. See paragraph 20.1.
- 1.36 Specifications - That portion of the Contract Documents consisting generally of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work and performance of related services.
- 1.37 Subcontractor - A person, firm, or corporation who has entered into a direct contract with the Contractor to perform any of the Work at the Project.
- 1.38 Submittal - Shop drawings, product data, samples, and other documents required by the Contract Documents to be submitted by the Contractor to the Designer.
- 1.39 Submittal Register - See paragraph 13.2 of these General Conditions.
- 1.40 Substantial Completion - The point at which the Work, and Work by other Contractors on or in connection with the Project, as determined by the Designer, is sufficiently complete in accordance with the Contract Documents that it can be beneficially occupied by the Owner, and the Work can be utilized by the Owner for its intended use, and all necessary permits and permissions for Beneficial Occupancy and utilization having been obtained by the Contractor. All operations and maintenance manuals, Owner training, and as-built drawings must be submitted prior to Substantial Completion being achieved.
- 1.41 Sub-subcontractor - A person or entity that has a direct or indirect contract with a Subcontractor to perform any of the Work at the Project.
- 1.42 Work - The construction and services required by the Contract Documents, including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.
- 1.43 All references in the Contract Documents to the masculine shall be interpreted as including the feminine or neuter and all references in the Contract Documents to the singular or the



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

plural shall be interpreted as including the other, as may be appropriate in the reasonable interpretation of the Contract Documents.

### **ARTICLE 2. CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS**

- 2.1 It is the intent of the Specifications and Drawings and other Contract Documents to describe a complete Project in accordance with the Contract Documents.
- 2.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall notify the Designer in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: Construction Agreement, Modifications, Addenda, Supplemental Conditions, General Conditions, Specifications, and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, so applied, have a well known technical trade meaning shall be deemed to refer to such meaning and to incorporate any recognized standards which are a part of such meaning.
- 2.3 Miscellaneous items, accessories and work which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or useable structure or plant providing the indicated function shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Designer before installation. This requirement is not intended to include major components not covered by or inferable from the Contract Documents.
- 2.4 The Work of all trades under the Contract Documents shall be coordinated by the Contractor in such a manner as to obtain the best workmanship possible for the entire Project and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.
- 2.5 The Contractor shall fully complete the Work and shall be responsible for all of the Work under the Contract Documents to which the Construction Agreement applies. If the Contractor is prevented from doing so by any limitation of the Contract Documents, the Contractor shall immediately give notice thereof to the Designer and the Owner in writing before proceeding with the construction in the area where the problem or limitation exists.
- 2.6 Standard specifications or manufacturers' literature, when referenced, shall be of the latest revision or printing unless otherwise stated and is intended to establish the minimum requirements acceptable.





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- 2.7 For those materials specified without the use of brand names, the Contractor shall submit within thirty (30) days after his receiving the Construction Agreement for signatures, any product that meets the express requirements of the Specifications.
- Such Submittal shall include manufacturer's data, test reports, performance data and certifications, samples, erection details, and other applicable information as required to permit determination by the Designer whether such proposed products are suitable. The Designer shall be the sole judge as to the suitability of any proposed product. The burden of proof of quality rests with the Contractor.
- 2.8 The Contractor is required to examine and read the complete set of Contract Documents for information concerning the Work, because some of the Work for which the Contractor will be responsible may be indicated on or in documentation applying primarily to the Work of one or more other separate prime contractors. No allowance will be made for the Contractor's failure to become familiar with the complete set of project documents.
- 2.9 Contractor's requests for clarification or information shall clearly define the cause(s) of Contractor's request and, as appropriate, shall include Contractor's interpretation and Contractor's proposed solution.

### ARTICLE 3. FAMILIARITY WITH WORK, CONDITIONS AND LAWS

- 3.1 The Contractor has investigated prior to bidding and is satisfied with all conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, or similar physical conditions at the Project site, and the character of equipment and facilities needed prior to and during prosecution of the Work. The Contractor is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from inspection of the Project site, including all exploratory work done by the Owner, as well as from information presented by the Contract Documents, or any other information made available to the Contractor prior to receipt of bids. Any failure by the Contractor to become acquainted with the available information shall not relieve the Contractor from the responsibility for estimating properly the difficulty or cost of successfully performing the Work.
- 3.2 The Contractor shall be entitled to rely upon all information furnished to the Contractor in writing by the Owner with respect to the Project site and to make all inferences from it that would reasonably be made by a contractor having knowledge and experience with similar work; however, the Contractor shall not be entitled to infer from Owner-supplied information any fact or condition which would not be inferred by a contractor having knowledge and experience with similar work and, if the Owner-supplied information is inadequate or insufficient in any respect, the Contractor shall be required to obtain independently such other information as a knowledgeable and experienced contractor would prudently obtain in order to evaluate any such condition.
- 3.3 The Contractor specifically acknowledges familiarity with all Federal, State, and local laws, ordinances, rules, and regulations which may in any manner affect those engaged or



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employed in the Work, or the materials or equipment in or about the Work, or in any way affect the conduct of the Work and agrees that the Contractor and the Contractor's employees, subcontractors, and suppliers will, at all times, comply with same. If the Contractor shall discover any provisions in the Contract Documents which are contrary to or inconsistent with any such law, ordinance, rule, or regulation, the Contractor shall immediately give notice thereof to the Designer and the Owner in writing, identifying any items of Work affected, and the Contractor shall not proceed until the Contractor has received written direction from the Designer with respect to these items. If the Contractor performs contrary to or inconsistently with any such law, ordinance, rule, or regulation without giving such notice, the Contractor shall bear all costs which are a consequence of such performance.

- 3.4 At times selected by the Designer after execution by the Contractor of the Construction Agreement, a pre-construction conference shall be scheduled and conducted for the benefit of the Project.

### **ARTICLE 4. BONDS**

- 4.1 A performance bond in the full amount of the Contract Price shall be required of the Contractor to guarantee the faithful performance of the Work in compliance with the Contract Documents, in such form as may be required by law and approved by the Owner. The bond shall be dated the same date as the Construction Agreement and must be accompanied by a current copy of the power of attorney for the attorney-in-fact executing such bond on behalf of a surety company licensed to do business in the state of North Carolina.
- 4.2 A payment bond in the full amount of the Contract Price shall be required of the Contractor to guarantee the payment of all labor and material costs or claims in connection with compliance with the Contract. The payment bond shall be in such form as may be required by law and approved by the Owner. Said bond shall be dated and executed in the same manner as the performance bond in paragraph 4.1.

### **ARTICLE 5. INSURANCE AND INDEMNITY**

#### **5.1 CONTRACTOR PROVIDED INSURANCE**

The Contractor shall, without limiting its obligations or liabilities, procure, pay for and maintain such insurance as is required by law and as is required by this Agreement to protect the Contractor and the Owner from claims for damages for bodily injury, including death, and from claims for property damage which may arise from the Contractor's or its representatives', consultants', Subcontractors', agents', or employees' operations under this Agreement. Such insurance shall be of the kinds and have limits of liability and coverages not less than the minimum limits hereinafter specified or required by law, whichever is greater. The Owner makes no representation as to the adequacy or sufficiency of such coverages. The following requirements shall in no way be construed to limit or eliminate the liability of the Contractor, which arises from performance of Work under the Agreement. The Contractor is strictly responsible for any losses, claims, and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies.



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The insurance specified shall be provided by an insurer approved by the Owner, authorized to do such business in the State of North Carolina, and on terms approved by the Owner. Insurance companies utilized shall have a minimum rating of A- and Class VII as evaluated by the most current A.M. Best Rating Guide. If the insurer has a Best Rating less than A- and Class VII, the Contractor must receive specific written approval from the Owner prior to proceeding with any Work under the Agreement. All agents and brokers shall hold valid licenses from the State of North Carolina. Before commencing mobilization to the Project site and not later than 7 days after the receipt of the Construction Agreement by the Contractor for signatures, the Contractor shall furnish to the Owner a certificate or certificates of insurance in a form satisfactory to the Owner. Upon request of the Owner, the Contractor shall provide the Owner with certified copies of the insurance policies required by this Article, including without limitation declaration pages, conditions, exclusions and endorsements, and confirmation that each policy premium has been paid for the required term of this Agreement. A copy of the umbrella policy shall be provided to the Wake County Finance Department. Certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. In the event of any such cancellation, non-renewal, reduction, restriction, or change in any insurance, the Contractor is obligated to replace such insurance within 7 days without a gap in coverage and file accordingly such notice with the Owner, and other interested parties. Failing immediate receipt of evidence of such replacement of insurance the Owner reserves the right to procure such insurance as the Owner considers desirable and the Contractor shall pay or reimburse the cost of the premium in respect thereof. It is expressly provided, however, that any action or inaction on the part of the Owner in this respect shall in no way change or reduce the Contractor's responsibilities and liabilities under this Agreement. Self-funded, policy fronting, or other non-risk transfer insurance mechanisms are not acceptable without prior written approval of the Owner. Full disclosure of such a program must be made prior to commencing mobilization to the Project site. Failure to make a full disclosure constitutes a material breach of the Agreement, justifying termination for default.

The Contractor shall name the Owner, the Designer, the Designer's consultants, and the Construction Manager as additional insureds under all its insurance contracts (except workers' compensation) with respect to and including without limitation liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, and automobiles owned, hired, leased, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

For any claims related to this Project, the Contractor's insurance or self insurance shall be primary and noncontributory with respect to the Owner's insurance. Any insurance or self-insurance maintained by the Owner shall be excess and noncontributory with respect to the Contractor's insurance.

All policies of insurance shall contain a clause waiving rights of subrogation against the Owner, unless the Owner approves otherwise in writing.

Limits of coverage are not to be amended by deductible clauses of any nature without the express written consent of the Owner. The Contractor shall be solely responsible for any deductible assumptions that may exist in any insurance policies required under this



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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Agreement. In addition, the Contractor shall be responsible and shall not be reimbursed for any losses arising from any risk or exposure not insured as required herein, or not covered as a result of a normal policy exclusion or that falls within the self insured retention, if Contractor self insured.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The claim provisions in the Contractor's insurance policies must specifically state the insurance company or Contractor's Third Party Administrator, if self insured, has both the right and duty to adjust a claim and provide defense.

The policies shall not contain any provision or definition which would serve to exclude or eliminate from coverage third party claims, including exclusions of claims for bodily or other injury to shareholders, partners, officers, directors, or employees of the insured, the premises owner, real estate manager, or the insured's Subcontractor, or any family relative of such persons.

If the policies contain any warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the Work, it shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations.

Any failure by any person to comply with reporting or other provisions of the policy including breach of warranties, shall not affect coverage provided to the Owner and its representatives, officials, and employees.

The insolvency or bankruptcy of the Insured or of the Insured's estate shall not relieve the insurance companies of their obligations under these policies. Any clauses to the contrary are unacceptable and must be stricken.

Failure to comply with these requirements shall be a material breach of this Agreement justifying termination for default.

### 5.1.1 Worker's Compensation and Employers' Liability Insurance

The Contractor and its Subcontractors shall procure and maintain Workers' Compensation Insurance in the amount and type required by the State of North Carolina and federal law for all employees employed under the Agreement who may come within the protection of Workers' Compensation Laws and covering all operations under the Agreement whether performed by the Contractor or by his Subcontractors. In jurisdictions not providing complete Workers' Compensation protection, the Contractor and his Subcontractors shall maintain employers' liability insurance in an amount, form, company, and agency satisfactory to the State of North Carolina and the Owner for the benefit of all employees not protected by Workers' Compensation Laws and covering all operations under the Agreement whether performed by the Contractor or by his Subcontractors.

The Contractor shall pay such assessments as will protect the Contractor and the Owner from claims under the Workers' Compensation Laws, workers' or workmen's compensation



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

disability benefits, and other similar employee benefit acts. The current Experience Modification Factor shall be indicated on the Certificate of Insurance.

Coverage under this section shall be as required by federal and state Workers' Compensation and Occupational Disease Statutes, and shall have minimum limits as follows:

Coverage A:		Statutory, State of North Carolina
Employers' Liability:	Each Accident	\$1,000,000
	Disease - Policy Limit	\$1,000,000
	Disease - Each Employee	\$1,000,000

Such insurance shall include Voluntary Compensation coverage, a Waiver of Subrogation in favor of the Owner as well as other endorsements that may be required by applicable jurisdictions, i.e. United States Longshoremen and Harbor Workers Act and maritime coverage (Jones Act).

### 5.1.2 Automobile Liability Insurance

The Contractor shall procure and maintain automobile insurance against liability for bodily injury and property damage as described below, that may arise with respect to the Work being performed under the Agreement, and as will provide protection from claims which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under the Agreement, whether such performance of the Work is by the Contractor, by any representative or Subcontractor, by anyone, both officially and personally, directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

This policy of insurance shall carry the following minimum Limit of Liability:

Combined Single Limit	\$1,000,000
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The policy of insurance shall contain or be endorsed to include the following:

- a) owned, hired, and non-owned automobile liability.
- b) If the policy contains a warranty stating that coverage is null and void (or words to that effect) if the transporter does not comply with the most stringent regulations governing the Work, it shall be modified so that coverage shall be afforded in all cases except for the transporter's willful or intentional noncompliance with applicable government regulations.

Any failure by any party to comply with reporting or other provisions of the policy including breach of warranties, shall not affect coverage provided to the Owner and its representatives, officials, and employees.

No subcontracting of waste hauling shall be permitted without prior, written approval of the Owner.



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### 5.1.3 General Liability

This policy must be written on an Occurrence basis, with the following minimum Limits of Liability:

General Aggregate per project	\$2,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00
Bodily Injury and Property Damage csl/each occurrence	\$1,000,000.00
Personal Injury and Advertising Injury	\$2,000,000.00

The policy of insurance shall contain or be endorsed to include the following:

- a) Blanket Contractual Liability covering Contractor's indemnification obligations under this Agreement, in accordance with ISO policy form CG 00 01. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.
- b) Premises/Operations Liability.
- c) Explosion, collapse, and underground fault.
- d) Independent Contractors and Independent Subcontractors coverage.
- e) Broad Form Property Damage.
- f) Personal Injury
- g) Cross Liability/Severability of Interest clause.
- h) Employer's Stop-Gap Liability endorsement, if applicable.
- i) Amendment of the Pollution Exclusion Endorsement to allow coverage for bodily injury or property damage caused by heat, smoke, or fumes from a hostile fire.
- j) Designated General Aggregate Limit Endorsement if required by the Supplemental General Conditions.

Coverage shall remain continuously in effect and without interruption for at least 6 years from the date of the Notice of Award and shall include coverage for exposures arising from operations that have been completed. The Contractor shall furnish the Owner and each other additional insured listed in the Agreement to whom the Certificates have been issued, evidence satisfactory to the Owner of continuation of such insurance at the date of Preliminary Acceptance and each year thereafter.

### 5.1.4 Pollution Legal Liability (PLL)

Pollution Legal Liability coverage will be provided if required by the Supplementary General Conditions.

### 5.1.5 Umbrella Liability



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The Contractor shall maintain an occurrence basis (as distinguished from a "claims made" basis) Umbrella Liability policy (true follow form) over the underlying General Liability, Automobile Liability, and Employer's Liability, with the following limits of liability:

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

On a fully insured basis such coverage will be subject to a deductible no greater than \$10,000 per occurrence where coverage is not provided by the underlying insurance, but is provided by the Umbrella Liability policy.

The Contractor may use any combination of primary and umbrella insurance policies to comply with the insurance requirements, provided the resulting insurance is equivalent to the insurance stated herein.

All Occupational Disease exclusions must be deleted. Any Pollution Exclusion must be amended to allow coverage for bodily injury or property damage caused by spill, upset, overturn, heat, smoke, or fumes from a hostile fire.

### 5.1.6 Property Insurance

The Contractor shall purchase All Risk Property Insurance on a Completed Value Form in the names of the Owner, Contractor, Subcontractors, and sub-subcontractors as their interests may appear with limits as follows:

- a) Full insurance value of the Work, or
- b) Amount equal to the Contract Price for the Work, whichever is higher.

The Contractor is responsible for all physical damage to owned or rented machinery, tools, equipment, forms, and other items owned, rented or used by the Contractor and/or Subcontractor(s) in the performance of the Work. The insurance coverage evidencing such shall include a waiver of subrogation in favor of the Owner.

### 5.1.7 Valuable Papers And Records

The Contractor shall provide valuable papers and records insurance with coverage in an amount commensurate with project scope and set forth in the Supplementary General Conditions.

### 5.1.8 Claims

The Contractor shall notify the Owner within 24 hours of any claims or alleged claims received by the Contractor covered by any of the policies of insurance required in this Agreement. The Contractor shall provide a written copy of the claim or alleged claim to the Owner within 3 days of the Contractor's receipt of the claim or alleged claim. If a claim is



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settled to the satisfaction of the claimant, the Contractor shall submit a copy of the claimant's release to the Owner.

If a claim or alleged claim is rejected by the Contractor and/or its insurance company, the Contractor shall immediately report this fact to the Owner.

Should 30 days elapse after the claim or alleged claim has been received by the Contractor, and the Contractor is not able to report a settlement or rejection of the claim, it shall report to the Owner the steps being taken with respect to the claim.

Without limiting the foregoing, the Contractor shall notify in writing the county risk manager of any paid or incurred claims which may impair annual aggregate or general liability.

### 5.1.9 Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce to a maximum of \$250,000 or eliminate such deductibles or self-insured retentions with respect to the Owner, or the Contractor shall provide evidence of collateral provided to insurers or procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the deductible or self-insured retention amount. Any self-insured retention or deductible amount on the policy shall not reduce the amount of collectible limits or liability.

### 5.1.10 Subcontractors

The Contractor shall include all Subcontractors as Insureds under its policies, or shall furnish separate certificates, policies, and endorsements for each Subcontractor the Contractor intends to use. If a Subcontractor does not take out insurance in his own name and the Contractor wishes to provide insurance protection for such Subcontractor and such Subcontractor's employees, the Contractor shall either (a) procure appropriate policies in the name of the Subcontractor, or (b) cause a rider or riders to be attached to the Contractor's policies which shall identify the Subcontractor thereby covered; provided, however, in the case of the latter option, such a rider need not be attached to the Contractor's workers' compensation policy if such policy by its terms is sufficiently broad to cover the employees of all Subcontractors performing Work under the Contract Documents. Except as otherwise approved by the Owner in writing, Limits of Liability and coverage scope must be at a minimum as stringent as required of the Contractor by the Contract Documents. All Work performed for the Contractor by any Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance as provided herein. Insurance monies received from any loss shall be divided as the respective interest of the parties affected shall appear.

## 5.2 OWNER CONTROLLED PROJECT SPECIFIC INSURANCE





## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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In the event the Owner elects to purchase project-specific insurance affording coverage to the Contractor and Subcontractors, the terms and conditions of such coverage shall be set forth in the Supplementary Conditions.

### 5.3 CONTRACTOR AS JOINT VENTURE

If the Contractor is completing this Project on a joint venture basis, both joint venture partners retain all liabilities assumed by this Agreement, individually and collectively. This may include, but is not limited to, all premiums due, deductibles/self-insured retentions, coinsurance provisions, claim provisions, insurance policy conditions, and indemnification provisions hereunder.

Evidence of a Blanket Joint Venture Endorsement must be obtained from the General Liability and Contractor's Pollution Legal Liability carriers of each joint venture partner for a period of 6 years after completion of the Project, substantially as follows:

*With respect to "your work", and the "products-completed operations hazard", you are an insured for your liability arising out of the conduct of any partnership or joint venture of which you were a partner or member, even though this partnership or joint venture is not shown as a Named Insured in the Declarations. This coverage is excess over any available liability purchased specifically to insure the partnership or joint venture. This coverage will not inure to the benefit of any other party except you."*

### 5.4 INDEMNIFICATION

The Contractor, to the fullest extent not expressly prohibited by law, shall defend, indemnify, and save harmless the Owner, the Designer, the Construction Manager and their respective officials, officers, employees, and agents from and against any and all liabilities (foreseeable or unforeseeable), penalties, fines, forfeitures, demands, claims, causes of actions, suits, judgments, and costs and expenses incidental thereto, (including, without limitation, amounts paid pursuant to investigations, defense or settlements, and reasonable attorneys' fees), which any or all of them may hereafter suffer, incur, be responsible for, or pay out as a result of but not limited to:

- a) bodily injury (including sickness, disease, or death) to any person including but not limited to, the Contractor's employees or its representatives while on the site of the Project; or
- b) actual or alleged damage (including loss of use) to any property (public or private, including the Project or other property on the Project site); or
- c) contamination of or adverse effects on the environment arising directly or indirectly out of or in connection with the performance of the Work, including but not limited to any hazardous or toxic waste, substance, or constituent of any substance subject to regulation under CERCLA, RCRA, TSCA, and other Federal and state authorities that is spilled, released, threatening to release, or disposed of or destroyed by the Contractor or its Subcontractors on or off the site of the Project or while in transport to or from the site; or



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- d) any violation or alleged violation of laws and regulations, arising out of or in any way connected with the Work,

caused in whole or in part by the Contractor, any Subcontractor or supplier or any representatives of the Contractor. The Contractor shall not be required to indemnify the Owner against losses resulting from a breach of this Agreement by the Owner or its other agents and contractors, or resulting from negligence, misconduct or violation of laws on the part of the Owner or its other agents and contractors.

The Contractor further agrees to obtain, maintain, and pay for such liability insurance coverages and endorsements as will insure the provisions of this paragraph. Furthermore, the Contractor agrees to be liable for and to indemnify and reimburse the Owner for all legal fees and disbursements paid or incurred to enforce the provisions of this paragraph. The indemnification obligations under this paragraph shall not be limited in any way by the amount or type of damages, compensation or benefits payable under worker's compensation acts, disability benefit acts, other employment benefit acts, or the amount of insurance carried or recovered.

The Owner acknowledges that hazardous or toxic waste, material, chemicals, compounds or substances, or other environmental hazards, contamination or pollution, (referred to hereinafter as "environmental hazards") may be present at the Project site that were not created, generated, or released at the Project site by the Contractor or its Subcontractors, agents or employees, acting alone or in concert with others. Unless the remediation, abatement or handling of such environmental hazards is part of the scope of the Work under this Agreement, then upon the discovery of such environmental hazards, the Contractor shall immediately, and in no event more than three days later, give notice to the Owner of the environmental hazards before they are disturbed. The Owner and the Designer shall thereupon promptly investigate the environmental hazards, and make such changes in the Drawings and/or Specifications as they may find necessary to abate, remediate, isolate or handle the environmental hazards. Any increase or decrease in the Contract Price or the Contract Time resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional Work and changes. It is agreed that the Contractor shall have no liability under this Agreement for any environmental hazards existing prior to the date that Work commences under this Agreement unless the Contractor or its Subcontractors, agents or employees, acting alone or in concert with others, by their own negligence or misconduct, release or expose the Owner or third parties to the environmental hazards.

The provisions of this paragraph shall survive the termination or cancellation or completion of this Agreement.

### **ARTICLE 6. OTHER RECORD DOCUMENTS AND SUBMITTALS**

- 6.1 The Designer shall furnish to the Contractor the number of copies of Drawings and Specifications stated in the Supplementary General Conditions. Additional copies of Drawings and Specifications may be obtained at the cost of reproduction and handling.



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- 6.2 The Contractor shall submit to the Designer all Submittals required by the Contract Documents. The Contractor shall submit three (3) reproducible prints of all shop drawings plus the number of copies sufficient for his requirements. The Contractor shall submit samples in quantities required by the Contract Documents. The Contractor shall submit product data in five (5) copies, plus the number of copies sufficient for the Contractor's requirements. All shop drawings shall be reviewed by the Contractor and shall bear the Contractor's stamp of approval before being forwarded to the Designer. Submittals shall be submitted in such time as to cause no delay to the Work or any part thereof and in accordance with the Contract Construction Schedule and Submittal Register. The Designer shall review the submittal with reasonable promptness, noting desired corrections, if any. The Designer shall retain two (2) copies of the submittal and shall return the balance of the reviewed submittal to the Contractor for action. The Contractor shall furnish any corrected submittal to the Designer. The Designer shall retain two (2) copies of the corrected submittal and will return the balance of the reviewed submittal to the Contractor.

No substitutions will be accepted after the bids have been received. All substitutions prior to the receipt of bids shall be in accordance with the Contract Documents. Refer to Instructions to Bidders, Paragraph 3, Substitutions.

The Contractor acknowledges that the processing of shop drawings and other submittals is directly impacted by the clarity, completeness, and accuracy of said documents and that it is the Contractor's responsibility to (i) review and coordinate each submittal with all other related or affected Work and (ii) approve each submittal before submitting same to the Designer for approval.

- 6.3 No substitutions and no deviations from any requirement of the Contract Documents shall be deemed allowed unless the Contractor has specifically informed the Designer and the Owner in writing of such deviations at the time of submittal and the Designer and the Owner have given written and specific approval to the substitutions or deviations. In proposing a deviation or substitution the Contractor warrants to the Owner, notwithstanding any review, allowance or approval by the Designer or the Owner that the deviation or substitution is at least equal to or better in quality and for the purpose intended, and that Contractor shall not by reason of any such review, allowance or approval be relieved from any obligation or responsibility contained in the Contract Documents.
- 6.4 Review of submittal by the Designer shall not be construed as relieving the Contractor from responsibility for compliance with terms or designs of the Contract Documents nor from responsibility for errors of any sort in the submittal.
- 6.5 The Contractor shall keep one record copy marked "As-Built" of all Specifications, Drawings, Addenda, Modifications, and Submittals at the Project in good order and annotated at least monthly to show all changes made during the construction process. Such monthly annotations and their approval by the Designer shall be a condition precedent to approval by the Designer of each monthly Request for Payment. Said record copy shall be stored at the Project and fully protected from damage by fire or other hazard. This record copy shall be available to the Designer and Owner for inspection at all times and shall be delivered to the Designer for the Owner's purposes prior to the Designer's certifying Substantial Completion of the Work.



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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- 6.6 At completion of the Project and before Final Payment, the Contractor shall assemble and deliver to the Owner one complete set of all as-built drawings and one complete set of all approved submittals, product data, and samples which were reviewed by the Designer. These drawings and submittals shall be on paper, or in electronic or other media if required by the Supplementary Conditions. These drawings and submittals shall be categorized and packaged as directed by the Designer.

### ARTICLE 7. CONTRACTOR

- 7.1 The Contractor shall supervise and direct the Work efficiently and with the Contractor's best skill and attention. Except as may be set forth specifically in the Contract Documents, the Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs in connection with the Work. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

- 7.2 The Contractor shall appoint a Project Manager and shall keep on the Project at all times during its progress a competent Resident Superintendent and necessary assistants who shall not be replaced without prior written approval by the Owner except under extraordinary circumstances, in which event immediate written notice shall be given to the Designer and the Owner. The Project Manager and the Resident Superintendent may be the same person or different persons. At any time, the Owner, in its sole and absolute discretion, may require the Contractor to replace the Project Manager or Resident Superintendent with an experienced and competent person or persons upon seven (7) days written notice from the Owner to the Contractor. Such replacement shall be at the Contractor's expense and at no cost to the Owner.

Both the Project Manager and the Resident Superintendent shall have authority to act on behalf of the Contractor, and instructions, directions or notices given to either of them shall be as binding as if given to the Contractor.

- 7.3 The Contractor shall provide sufficient competent and suitably qualified personnel, equipment, and supplies to lay out the Work and perform construction as required by the Contract Documents. The Contractor will at all times maintain good discipline and order at the site, and will comply with all applicable OSHA standards.

Any person employed by the Contractor, any Subcontractor, or any sub-subcontractor who, in the opinion of the Designer or the Owner, does not perform his Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner or Designer, be removed forthwith by the Contractor, Subcontractor, or sub-subcontractor employing such person without cost to the Owner, and shall not be employed again in any portion of the Work without the written approval of the Owner or Designer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work within three (3) days after written order, the Owner may withhold further payment by written notice until compliance with such order.



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- 7.4 If, in the opinion of the Designer or the Owner, any Subcontractor on the Project is incompetent or otherwise unsatisfactory, he shall be replaced by the Contractor with no increase in the Contract Price if and when directed by the Designer or the Owner in writing.
- 7.5 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools appliances, fuel, light, heat, and all other facilities and incidentals necessary for the execution, maintenance, initial operation, and completion of the Work, other than those specifically excluded by the Contract Documents and to be furnished by the Owner or others. When use or storage of hazardous materials or equipment or methods of more than ordinary risk are necessary in accomplishing the Work, the Contractor shall give the Owner and Designer reasonable advance notice.

If any materials are to be furnished or installed by the Owner or others under the terms of the Contract Documents, said materials shall be made available to the Contractor at the location(s) specified in the Contract Documents. All costs of handling, transportation from the specified location to the Project, storage, and installing of Owner-furnished materials shall be included in the Contract Price. The Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies which may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner shall deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good any such damage, loss, or deficiency.

All equipment which is proposed to be used in the Work shall be of sufficient size and in such mechanical condition as to meet the requirements of the Work and produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed Work, adjacent property, or existing facilities shall result from its use.

When the methods and equipment to be used by the Contractor accomplishing the Work are not prescribed in the Contract Documents, the Contractor shall be free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the Contract Documents.

When the Contract Documents specify the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Designer. If the Contractor desires to use a method or type of equipment other than specified in the Contract Documents, the Contractor may request authority from the Designer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it shall be on the condition that the Contractor shall be fully responsible for producing Work in conformity with the requirements of the Contract Documents. If, after trial use of the substituted methods or equipment, the Designer determines that the Work produced does not meet the requirements of the Contract Documents, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and equipment at no additional cost to the Owner. The Contractor shall remove any deficient Work and replace it with Work of specified quality, or take such other corrective action as the Designer may direct. No change in the Contract Price or in Contract Time shall be made as a result of authorizing a change in methods or equipment under this paragraph.



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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- 7.6 All materials and equipment shall be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the Project site in their original packages or containers with seals unbroken and labels intact.
- Materials shall be so stored as to assure the preservation of their quantity, quality and fitness for the Work. Stored materials, even though approved before storage, may again be inspected by the Designer or Owner prior to their use in the Work and shall meet the requirements of the Contract Documents at the time they are incorporated into the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Designer and the Owner. Materials to be stored at the Project or on the Owner's property shall not create an obstruction to the Owner's or other contractor's reasonable activities. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Owner a copy of the property owner's permission. All storage sites on private or the Owner's property shall be restored to their original condition by the Contractor at his entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.
- 7.7 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processor, except as otherwise provided in the Contract Documents.
- 7.8 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of the Contractor's own employees. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor or supplier and the Owner or the Designer, or any obligation on the part of the Owner or the Designer to pay or see to the payment of any money due any such Subcontractor or material furnisher except as may otherwise be required by law. The Owner or the Designer may furnish to any Subcontractor or supplier, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.
- 7.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors.
- 7.10 The Contractor agrees to bind specifically every Subcontractor to the terms and conditions of the Contract Documents for the benefit of the Owner and to furnish written evidence thereof to the Designer and the Owner within seven (7) days after written request by the Owner.
- 7.11 The Contractor shall attend job progress conferences and all other meetings or conferences as directed by the Designer. The Contractor shall be represented at these job progress conferences by a representative having the authority of the Project Manager and by such other representatives as the Designer may direct. Job progress conferences shall



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be open to Subcontractors, suppliers and any others who may contribute beneficially toward maintaining required job progress, and such personnel shall be encouraged by the Contractor to attend. It shall be the principal purpose of job progress conferences to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Work and the Project by the specified Completion Dates. The Contractor shall be prepared to assess progress of the Work as required in the Contract Documents and to recommend remedial measures for correction of progress as may be appropriate. The Designer shall preside as chairman and arrange for minutes to be taken and circulated.

In the event that the prosecution of the Work is discontinued for any reason, the Contractor shall notify the Designer and the Owner at least forty-eight (48) hours in advance of resuming operations.

Should the terms of the Contract Documents require completion of one or more portions of the Work for the Beneficial Occupancy of the Owner prior to completion of the entire Work, the Contractor shall complete such portion(s) of the Work on or before the date specified. Such completion shall include the obtaining of all government or other permits, permission, and/or approvals necessary to occupancy. The Contractor shall independently estimate the difficulties involved in arranging the Work to permit such Beneficial Occupancy and shall not claim any additional compensation or time extension by reason of any delay or increased cost due to completing such portion(s) of the Work. The Owner's possession and use of such portion(s) of the Work shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. The Owner shall be responsible for the security, maintenance, utilities, and insurance of all portions of the Work completed and beneficially occupied by the Owner.

- 7.12 The Contractor shall pay all license fees and royalties, and assume all costs incident to the use of any invention, design process, or device which is the subject of patent rights or copyrights held by others, except for inventions, design processes, or devices specified by the Designer in the Contract Documents. The Contractor shall indemnify and hold harmless the Owner, the Designer, and anyone directly employed by either of them, from and against all claims, damages, losses and expenses, including attorney's fees and costs of defense, arising out of any infringement or alleged infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any actual or alleged infringement of such rights.
- 7.13 The Contractor shall secure and pay for all permits, including without limitation construction permits and licenses, and will pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 7.14 The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work and shall protect and indemnify the Owner and the Owner's officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or by the Contractor's employees, Subcontractors, sub-subcontractors, or their employees.



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- 7.15 The Contractor shall be responsible for the entire site of the Project and for its reasonable and necessary protection and security, as required by laws or ordinances governing such conditions, or by custom or sound construction practices, and shall share such responsibilities as may be agreed upon among them, or in the absence of such agreement, as may be directed by the Contract Documents, Owner, or Designer. The Contractor shall be responsible for any damage to the Owner's property, or that of others, by the Contractor or the Contractor's employees, Subcontractors, sub-subcontractors, or their employees or agents, and shall make good such damages. The Contractor shall be responsible for and pay for any such claims against the Owner.
- 7.16 The Contractor shall protect all landscaping designated to remain in the vicinity of the operations and barricade all walks, roads, and areas as necessary to keep the public away from the construction.
- 7.17 The Contractor shall provide cover and/or protect all portions of the Work and provide all materials necessary to protect the Work whether performed by the Contractor or any of the Subcontractors or sub-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 or extension to the Contract Time.

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective effort prosecuted day by day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times. All costs of maintenance shall be included in the Contract Price and the Contractor will not be paid an additional amount for such effort. Should the Owner or Designer observe that the Contractor at any time has failed to maintain the Work as provided herein, the Designer may immediately notify the Contractor of such non-compliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. Should the Contractor fail to properly respond to the Designer's notification, the Owner may, at the Contractor's expense, take such action as it may deem appropriate to remedy the defective maintenance, including suspension of the Contractor's Work or any part thereof. Any such expense incurred by the Owner shall be deducted from monies due or to become due the Contractor.

Parking lots, streets, and walks connecting to the Project area shall be protected by the Contractor from deposits of mud, sand, stone, litter, or debris in any form.

Pedestrian traffic areas around the construction limits must be maintained in a clean and safe condition at all times with required barricades and covered walkways. When excavation or other operations outside the Project limits is required, the Contractor shall, immediately following that work, return the area to its original condition.

All catch basins and storm drain lines in the vicinity of the Project site shall be protected at all times from entry of dirt, rubble and other debris. The residue from the cleaning of trucks, wheelbarrows, concrete buggies, etc. must be prevented from entering the drainage system, and if cleaning is done, the residue must be contained and removed from the Project site with other refuse.





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- 7.18 No burning of refuse or debris shall be allowed inside or around the Project during the course of construction without written authority from authorities having jurisdiction and the Owner.
- 7.19 The Contractor shall provide for and maintain necessary safety measures and safety programs for the protection of all persons involved with the Work. Such measures and programs shall include the requirements of the most current edition of the CAGC Safety and Health Manual [or the AGC Accident Prevention Manual in Construction], or equivalent requirements, and shall fully comply with all Federal, State, and local laws, rules, regulations, and building code requirements relating to the prevention of accidents or injuries to persons on or about the location of the Work.
- All trenches, excavations, or other hazards in the vicinity of the Work shall be well barricaded, and properly lighted at night. When Work requires closing of an area normally used by the Owner or the public, the Contractor shall furnish, erect, and maintain temporary barricades, and properly light the area. The Contractor shall comply with any directions and public authorities in this respect.
- 7.20 The Contractor shall designate a responsible officer or employee as safety inspector, whose duties shall include accident prevention on the Project as well as implementation of the Contractor's safety measures and safety programs on the Project. The name of the safety inspector shall be made known to the Designer and the Owner at the pre-construction conference.
- 7.21 In emergencies affecting the safety of persons, the Work, or property at the Project site or adjacent thereto, the Contractor is obligated to act in the Contractor's discretion to prevent threatened damage, injury, or loss. As soon as practicable, the Contractor shall notify the Designer and Owner of such emergency. The Contractor shall give the Designer and the Owner prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused by such emergency. If the Contractor believes that additional work done in an emergency entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim therefore as provided in Articles 14 and/or 15.
- 7.22 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Work. At least weekly and at the completion of the Work, the Contractor shall remove all waste materials and rubbish from and about the Project. At the completion of the Work, the Contractor shall remove all tools, construction equipment, machinery, and surplus materials. The Contractor shall leave the Work in condition for occupancy by the Owner such that no cleaning or other operations are required. Material cleared from the Project and deposited on adjacent property shall not be considered as having been disposed of satisfactorily. If the Contractor fails to keep the Project clean of waste materials or rubbish, fails to satisfactorily clean-up weekly or at the completion of the Work, the Owner may do so and the costs thereof may be deducted from any amounts due the Contractor.
- 7.23 Utilities, temporary facilities, and signs shall be provided as described in the Contract Documents. Absent a contrary direction in the Supplementary Conditions, the Contractor shall pay all bills for water, electricity, or other public utility service to the Project site.



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7.24 The Contractor shall indemnify and hold the Owner, the Designer, the Designer's consultants, and their officers, agents, and employees harmless against all costs, damages, and expenses, including attorney's fees and costs of defense, arising out of claims by any separate contractor or by any Subcontractor, sub-subcontractor, or supplier engaged by or employed by the Contractor or employed by any of the Subcontractors claiming through him, including without limitation damages, losses, and expenses arising out of or relating to any inconvenience, delay, interference, or other action or non-action of the Contractor or the Contractor's Subcontractors on the Project.

The Contractor acknowledges that should the Contractor or any of the Contractor's Subcontractors be damaged by any breach of contract by any other separate prime contractor on the Project, the Contractor may invoke applicable dispute resolution procedures with said other separate prime contractor or bring a direct civil action against said other separate prime contractor. The Contractor hereby expressly agrees that neither the Owner nor its officers, agents, or employees shall have any liability of any kind or nature whatsoever to the Contractor, its Subcontractors, sub-subcontractors, or suppliers arising out of or relating to any breach, inconvenience, delay, interference, or other action or non-action by any other separate prime contractor. The Contractor covenants not to sue the Owner for any loss or damage caused by any breach, inconvenience, delay, interference, or other action or non-action by any other separate prime contractor, notwithstanding whatever rights at law the Contractor might have to bring a civil action against the Owner for any breach, inconvenience, delay, interference, or other action or non-action of any other separate prime contractor. The Contractor agrees to look exclusively to the other prime contractor for relief or remedy.

Nothing contained herein or appearing anywhere in the Contract Documents shall obligate or require the Owner to exercise any right or privilege, or to take any action or to refrain from taking any action under any contract it may have with any other prime contractor or party to the Project for the benefit of the Contractor or any Subcontractor, sub-Subcontractor, or supplier claiming through the Contractor.

7.25 Prior to completion of the Work and Final Payment of the Contract Price, excepting only those portions of the Work deemed accepted in accordance with the Contract Documents, the Contractor shall have charge and care of the Work, and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall as required by the Owner replace, rebuild, repair, restore, and make good all injury or damage to any portion of the Work occasioned by any of the above causes before Final Completion and shall bear the expenses thereof.

7.26 In the event that the Work, or any portion thereof, is suspended at any time pursuant to an order of the Owner, the Contractor shall obey all instructions of the Owner regarding storage of materials, drainage, protection of the Work, and erection of temporary structures during the suspension period.

7.27 The Project Expediter for the Project shall be responsible for the coordination of the Work of itself and any other separate contractors, both as to space and time. The Project Expediter shall coordinate the implementation of the Contract Construction Schedule, all



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construction activities and close-out of the Project, including but not limited to all testing, inspection, certifications, and approvals required by public agencies.

The Contractor and the Project Expediter shall each be required to notify the Designer and the Owner promptly of any event or condition which could affect the conduct or progress of the Work and shall cooperate fully with all other contractors on the Project site.

- 7.28 The Owner hereby delegates to the Project Expediter all of its duties to coordinate and to expedite the Work not expressly reserved to the Owner by other provisions of the Contract Documents.
- 7.29 All Work performed pursuant to the Contract Documents shall conform in all respects to the North Carolina State Building Code and all other state, local, and national codes in effect at the time of and applicable to this Work.
- 7.30 The Contractor shall provide for and maintain necessary safety measures and safety programs for the protection of all persons at the Project site, and shall comply at all times with the requirements of the most current edition of the CAGC Safety and Health Manual [or the AGC Accident Prevention Manual in Construction], or the equivalent requirements of the Contractor's safety program, and shall fully comply with all Federal, State, and local laws, rules, regulations, and building code requirements so as to prevent accidents or injuries to persons on or about the Project site. The Contractor shall clearly mark or post signs warning of existing hazards, and shall barricade excavations, elevator shafts, stairways, and similar hazards. The Contractor shall protect against damage or injury resulting from falling materials, and shall maintain all protective devices and signs throughout the progress of the Work.
- 7.31 The Contractor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor's Occupational Safety and Health Standards for the Construction Industry (29 CFR Part 1926 as adopted in 13 NCAC 07F.0201, including 29 CFR Part 1910 General Industry Safety and Health Standards applicable to construction) and N.C. Gen. Stat. §95-126 through 155 (Occupational Safety and Health) as well as all revisions and amendments to such standards or statutes as may occur throughout the performance of the Work.
- 7.32 Any land disturbing activity performed by the Contractor in connection with the Project shall comply with all erosion control measures set forth in the Contract Documents and any additional measures which may be required in order to ensure that the Project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15 North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 NCAC 4A, 4B, and 4C), and as may be revised or amended in the future. Upon receipt of notice that a land-disturbing activity is in violation of said Act, the Contractor shall be responsible for ensuring that all steps or actions necessary to bring the Project in compliance with said Act are promptly taken. The Contractor shall be responsible for all penalties assessed pursuant to N.C. Gen. Stat. 113A-64 with respect to its Work, and shall indemnify and hold harmless the Owner from all costs and expenses, including attorney's fees and costs of defense arising out of or related to the enforcement of the Act against any party or person described in this Article.



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- 7.33 Any mechanical or electrical work such as sleeves, inserts, chases, etc. located in the Work of the Contractor for general work shall be built in by that Contractor. On multiple prime projects, the mechanical and electrical contractors shall set all sleeves, inserts, and other devices built into the structure in cooperation and under the supervision of the Contractor for general work. The responsibility for exact location of such items shall be that of the mechanical, plumbing, or electrical prime contractor.
- 7.34 The Contractor shall be responsible for permanently fixed service facilities and systems in use during progress of the Work and shall strictly adhere to the following procedures:
- a) Prior to acceptance of the Work by the Owner, the Contractor shall remove and replace any part of the permanent building systems damaged through use during construction.
  - b) Temporary filters shall be installed in each of the heating and air conditioning units, return air grilles, and other locations to prevent intrusion of dust, dirt, and debris during construction. Temporary filters shall be removed and replaced with new filters immediately prior to Substantial Completion.
  - c) Extra effort shall be maintained to keep the building clean and under no circumstances shall air systems be operated if finishing operations are creating dust in excess of what would be considered normal if the building were occupied.
  - d) When the permanent lighting system is used during construction, lamps shall be replaced and shall be new on the date of Substantial Completion.

### **ARTICLE 8. OWNER**

- 8.1 The Owner shall issue communications and notices to the Contractor through the Designer to the extent contemplated by the Contract Documents.
- 8.2 In case of termination of the employment of the Designer, the Owner shall appoint as Designer a qualified person who shall have and assume all rights and duties held by the original Designer.
- 8.3 The Owner shall have the right to take possession of and use any portion of the Work notwithstanding the fact that the time for completion of such portion of the Work may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.
- 8.4 A waiver on the part of the Owner of any breach of any part of the Contractor shall not be held to be a waiver of any other or subsequent breach.
- 8.5 The Owner shall pay all permanent acreage fees, governmental impact fees, and meter deposits for permanent utilities.

### **ARTICLE 9. CONSTRUCTION MANAGER**



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- 9.1 The Owner may employ one or more Construction Managers for the purpose of assisting the Owner, Designer, and Contractor in developing and administering budgets and cost controls, in evaluating constructability and value engineering proposals, in establishing and maintaining a critical path method (CPM) schedule, in coordinating and/or expediting the Work with other projects being constructed by the Owner or others adjacent or near the Work, or for such other purposes as the Owner may deem appropriate. From time to time the Owner may identify such Construction Managers(s) to the Contractor in writing identifying any tasks assigned to such Construction Managers(s).

### **ARTICLE 10. DESIGNER**

- 10.1 The Designer is charged with the responsibility of interpretation of the Contract Documents. The Designer's decisions relating to aesthetic matters shall be final.
- 10.2 All Work completed under the Contract Documents shall be subject to review by the Designer. No Work is to be covered without the Designer's review or prior authorization. Any Work so covered without the Designer's review or prior authorization shall be uncovered at the Contractor's expense. The Contractor shall notify the Designer in writing at least twenty-four (24) hours in advance of covering any Work.
- 10.3 The Designer shall not be responsible for the construction means, methods, techniques, sequences, procedures, or the safety precautions and programs incident thereto, and shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents, but shall be entitled to enforce any requirements in the Contract Documents specifying particular means, methods, techniques, sequences, or procedures.
- 10.4 The Designer shall be an Owner's representative during the construction period. The duties, responsibilities and authority of the Designer as the Owner's representative during construction are as set forth in the Contract Documents.

### **ARTICLE 11. TESTING AND SURVEYING**

- 11.1 Laboratory and field tests to determine compliance of construction with the Contract Documents shall be made by the Owner or testing consultants employed by the Owner except those required elsewhere in the Contract Documents to be paid for by the Contractor. The costs and expenses of providing samples for and assistance in any testing shall be borne by the Contractor and are included in the Contract Price. Any Work in which untested materials are used without approval or written permission of the Designer shall be removed and replaced at the Contractor's expense. Work found to be unacceptable or unauthorized will not be paid for and, if directed by the Designer shall be removed and replaced at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ASTM or other generally recognized or specifically authorized methods which are current on the date of advertisement for bids shall be made at the expense of the Owner; provided, however, in the event that after such testing any Work is found to be defective or does not meet the requirements of the Contract Documents, the costs of retesting such Work and the costs of inspection services shall be paid by the Contractor. Samples shall be taken by a testing laboratory employed by the Owner. All materials being used are subject to inspection, tests, or rejection at any time prior to or during incorporation into the Work. Copies of all Owner test reports will be



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furnished to the Contractor at his written request. Copies of Contractor test reports shall be furnished to the Designer upon written request.

11.2 The Owner shall have the right to deduct the costs of additional testing as described in paragraph 11.1 from any money due the Contractor; or if no money is due the Contractor, the Owner shall have the right to recover these costs from the Contractor, from its sureties, or from both.

11.3 All layouts and surveying shall be accomplished by properly qualified personnel duly licensed in the State of North Carolina.

### ARTICLE 12. SEPARATE CONTRACTS

12.1 It is expressly understood that the Owner may deploy the Owner's own employees or engage other separate prime contractors to perform Work as a part of the Project whose work will be performed simultaneously and sequentially with the performance of the Work by the Contractor. It shall be necessary for the Contractor to coordinate construction activities with such other contractors, particularly with respect to access to work areas, storage of materials, and use of elevators and other common facilities. The Contractor shall diligently and in good faith cooperate with the Owner, the Designer, and all other contractors with respect to such matters and shall regularly and faithfully attend any and all meetings called by the Owner or the Designer with respect to such matters. Any disputes between the Contractor and any other separate prime contractor with respect to such matters shall be resolved in accordance with the claim and dispute resolution procedures in the Agreement.

### ARTICLE 13. CONTRACT TIME

13.1 Within fourteen (14) days after receipt of the Construction Agreement by the Contractor for signatures, the Project Expediter shall prepare and submit to the Designer and Owner for review and approval a preliminary progress schedule for the Work pursuant to the requirements stated in the Contract Documents.

13.2 Within fourteen (14) days after initial receipt of the Construction Agreement for signatures the Contractor shall submit to the Designer a Submittal Register listing all Submittals the Contractor is required to make or proposes to make under the Contract Documents, the dates on which the Contractor proposes to make such Submittals and the dates by which the Contractor reasonably requires a response from the Designer with respect to each Submittal. The dates submitted shall be incorporated into the Contract Construction Schedule as Completion Dates when they have been approved or modified by the Owner. The Designer shall not be required to review any Submittal from the Contractor until a Submittal Register acceptable to and approved by the Owner has been submitted by the Contractor.

13.3 Not later than thirty (30) days following execution and delivery of the Construction Agreement by Owner to Contractor, the Owner shall deliver to the Contractor a Notice to Proceed. The Notice to Proceed shall state a commencement date on which it is expected that the Contractor will begin the Work to be performed under the Agreement. The Contract Time shall be measured from said specified commencement date. The commencement



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date stated in the Notice to Proceed shall not be earlier than three (3) days after the Notice to Proceed is served on the Contractor.

If, other than by mutual agreement, said specified commencement date is more than thirty (30) days after the date of execution and delivery of the Agreement from Owner to Contractor and the Contractor believes said delay justifies an increase in Contract Price and/or an extension of Contract Time, the Contractor may make a claim therefore as provided in Article 14 and/or Article 15.

No Work shall be done prior to the date specified in the Notice to Proceed.

A final Contract Construction Schedule shall be submitted for approval by the Contractor, Designer, and Owner no later than fourteen (14) days after Notice to Proceed. No payments shall be due the Contractor until this schedule is approved by all parties.

- 13.4 The Contract Construction Schedule is a Contract Document. The Contractor represents that the Contract Construction Schedule has been reviewed in detail, that the Contractor participated in its preparation, that all of the activities which impact, limit, or otherwise affect the time of completion of the Work are shown in the Contract Construction Schedule and that all of the activities of others which impact, limit, or otherwise affect the start, duration, or completion of the Contractor's activities are also shown. The Contractor further represents that the Contractor can and will complete each activity within the time shown for that activity. Time is of the essence with respect to each such activity and Completion Date.
- 13.5 If the Contractor submits a construction schedule, progress report, or any other document that indicates or otherwise expresses an intention to achieve completion of the Work prior to any Completion Date required by the Contract Documents or prior to expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.
- 13.6 If the Contractor, for reasons beyond the Contractor's control, is delayed in beginning any activity, the Contractor shall, nevertheless, have the same number of days as is shown in the Contract Construction Schedule for the activity, and the affected activity and any succeeding activity that is dependent upon that activity shall be adjusted accordingly; provided that at any time the Owner, by means of a Change Order, may require the Contractor to work overtime, to increase labor forces or to take any necessary or appropriate action to decrease the time required for any activity, and the Contractor shall be entitled to an adjustment in the Contract Price computed in accordance with Article 15 of these General Conditions.
- 13.7 At any time, the Owner may order the Contractor, on seven (7) days written notice, to begin any activity earlier than the starting date shown on the Contract Construction Schedule.
- 13.8 Should the Contractor fail to start any activity on the start date shown in the Contract Construction Schedule or as it may have been adjusted in accordance with paragraphs 13.5 or 13.6 above, or become delayed, the Contractor shall, without being entitled to any increase in the Contract Price or other compensation, work overtime, increase labor forces or take such other action as may be necessary or appropriate to complete the activity by



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the Completion Date shown on the Contract Construction Schedule, or as such Completion Date may have been adjusted.

- 13.9 The Designer and Owner or his Construction Consultant shall monitor progress of the Work at all times and the Contractor shall cooperate with such monitoring and provide any and all information with respect to the progress of the Work and scheduling as the Owner may reasonably require.
- 13.10 On a monthly basis, the Contractor shall revise the Contract Construction Schedule, showing any adjustments made in accordance with paragraphs 13.5 or 13.6, above, by any Change Order, the progress of the Work, and any days gained or days lost with respect to any activity, and shall furnish copies thereof to the Owner and Designer.
- 13.11 Should any monthly revision of any Contract Construction Schedule show that the Contractor is behind on any activity, the late completion of which could delay Substantial Completion of the Work, the Owner shall be entitled to withhold from the next Progress Payment due the Contractor an amount not exceeding the amount the Owner would be entitled to in Liquidated Damages, should Substantial Completion be delayed by the same number of days that the Contractor is currently behind schedule. If, subsequently, the Contractor's progress, as shown by any succeeding monthly revision to the Contract Construction Schedule, is such that the anticipated delay no longer exists, the Owner shall pay with the Progress Payment next due to the Contractor such amounts as have been withheld in accordance with this paragraph.
- 13.12 The Owner shall have the right to perform Work, hire and employ labor and craftsmen, rent equipment, subcontract with other parties, or do anything that the Owner deems necessary or appropriate to remedy or cure any delay by the Contractor in the progress of the Work. Such action by the Owner shall not, in any way, affect, void or limit any warranty, guaranty or other responsibility of the Contractor under the Contract Documents. Such action may be taken by the Owner only after three (3) days written notice to the Contractor. All costs incurred by the Owner in taking any such action shall be charged to the Contractor and deducted from any amounts remaining due under the Agreement.
- 13.13 The Contractor may be entitled to an extension of the Contract Time (but no increase in the Contract Sum) for delays arising from unforeseen causes beyond the control and without the fault or negligence of the Owner, the Contractor or the Contractor's Subcontractors as follows:
- a) Labor disputes and strikes that directly impact the critical path activities of the Contract Construction Schedule;
  - b) Acts of God, tornado, fire, hurricane, blizzard, earthquake, typhoon, or flood that damage completed Work or stored materials.
  - c) Acts of the public enemy; acts of the State, Federal, or local government in their sovereign capacities.
  - d) Abnormal inclement weather as defined in Article 13.14.





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13.14 On any day that the Contractor considers that the Project is delayed by adverse weather conditions, the Contractor shall identify in writing to the Designer and the Owner the adverse weather conditions affecting each activity, the specific nature of the activity affected, the number of hours lost, and the number of and identity (by responsibility or trade) of workers affected and shall obtain from the Designer written recognition of the delay. The time for performance of this Contract includes an allowance for a number of calendar days which may not be suitable for construction Work by reason of adverse weather. The Contract Time will be extended only if the number of calendar days of adverse weather recognized by the Designer exceeds the number of inclement weather days set forth below, and the Contractor demonstrates how this adverse weather impacts activities on the critical path of the Contract Construction Schedule.

Table with 2 columns: Month, Number of Inclement Weather Days. Rows include January (10), February (10), March (10), April (9), May (10), June (9), July (11), August (10), September (8), October (7), November (8), December (9).

13.15 If the Contractor believes that the progress of the Work has been adversely affected by adverse weather recognized by the Designer during a particular month, the Contractor shall submit a written request for extension of time to the Designer. Such a request for time extension of the Contract Time shall be submitted by the tenth (10th) day of the month following that month in which the adverse weather is encountered. The request shall include, but is not limited to, the following information:

- a) Detailed description of weather's effect on scheduled activities and its net effect on the critical path of the Project, and
b) Weather records from the official weather station nearest the Project site and records of actual observation as contained in daily reports, correspondence, or other documentation.

13.16 The Contractor specifically recognizes that a delay by the Contractor in achieving any Completion Date can have the effect of delaying the Substantial Completion of the Project, that such delay in Substantial Completion of the Project will necessarily cause damages, losses, and expenses to the Owner, including, but not limited to and by way of illustration only, increased capitalized costs and interests for the Project, increased and extended Project overhead, Designer's and Consultant's fees, increased costs of construction, increased and extended operation costs of other facilities, and inefficiency and loss of productivity, and that such damages, losses, and expenses may not be readily identifiable or ascertainable at the time they are incurred or at any time. Therefore, and in recognition



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of these factors and the likelihood that actual damages from his delay will not be readily ascertainable, the Contractor agrees to pay to the Owner, as Liquidated Damages and not as a penalty, the sum identified in the Supplemental Conditions hereto as the Liquidated Damages per Day, for each day by which the failure to meet any Completion Date shown in the Contract Construction Schedule, adjusted in accordance with this Article, delays the Substantial Completion of the Project.

- 13.17 The Contractor shall not be entitled to any adjustment in the Contract Price or other compensation from the Owner for any delay in the completion of or progress on the Work that is caused by a force majeure condition or is otherwise not caused by the sole and direct act or omission of the Owner and the Owner's employees or agents.
- 13.18 The sum for Liquidated Damages is the amount stipulated in the Supplementary General Conditions per day per Prime Contractor as Liquidated Damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said Contractor(s) to complete the Work within the time specified, such time being in the essence of this contract and a material consideration thereof.

### **ARTICLE 14. CHANGES IN THE WORK**

- 14.1 Without invalidating the Contract Documents, the Owner may, at any time, or from time to time order additions, deletions, or revisions in the Work. Said additions, deletions, or revisions shall be authorized only by written Change Orders, Construction Change Directives or Field Orders. Upon receipt of a Change Order, Construction Change Directive or Field Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any change causes an increase or decrease in the Contract Price and/or an extension or shortening of the Contract Time, adjustments shall be made as provided in Article 14 and/or Article 15.

In order to expedite the Work and avoid or minimize delay in the Work that might affect the Contract Price or Contract Time, the Designer may issue a Change Order in the form of a Construction Change Directive which when signed by the Owner and Designer, directs the Contractor to proceed promptly with the Work involved. Any claim for an adjustment in Contract Price or Time, if not defined in the Construction Change Directive, shall be promptly made in writing in accordance with the procedures defined in Article 15.2.

- 14.2 The Designer may authorize minor changes or alterations in the Work not involving change in the Contract Price or in the Contract Time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. Such alterations shall not invalidate the Contract Documents nor release the surety. If the Contractor believes that any minor change or alteration authorized by the Designer entitles him to an increase in the Contract Price and/or an extension of Contract Time, he may make a claim therefore as provided in Article 14 and/or Article 15.
- 14.3 Except in an emergency endangering life or property, no change shall be made by the Contractor except upon prior written Change Order, Directive or Field Order authorizing such Change.



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- 14.4 Increases in the Contract Price and/or extensions of the Contract Time for additional Work performed by the Contractor shall only be in accordance with a written Change Order signed by the Owner and Designer. The Contractor shall not be entitled to additional time or to additional compensation for any Work performed or material supplied which is claimed to have been authorized or settled by an "oral" change, or by a "constructive" or "implied" change, or by a course of conduct, or by any action or non-action by the Owner, Designer, or any other persons, or by any means whatsoever other than by a written Change Order for such Work or material signed by the Owner and the Designer.
- 14.5 Changes in the Work resulting from emergency shall not invalidate the Contract Documents nor release the surety.
- 14.6 Neither the Owner nor the Designer shall be responsible for verbal instructions which have not been confirmed in writing, and in no case shall such instructions be interpreted as permitting a departure from the Contract Documents unless such instruction is confirmed in writing and supported by a proper Change Order, Construction Change Directive or Field Order, whether or not the cost is affected.
- 14.7 The Owner, in its sole discretion, may require that the Contractor notify the Contractor's sureties of any changes affecting the general scope of the Work or change in the Contract Price, and that the amount of applicable bonds shall be adjusted accordingly. If this requirement is exercised, the Contractor shall furnish proof of such adjustment to the Designer and the Owner.
- If this requirement is exercised, the Change Orders shall require written consent of the Contractor's surety. At the time of signing a Change Order, the Contractor shall be required to certify as follows:
- "I certify that all sureties have been notified that my contract has been altered by the amount of this Change Order, and that a copy of the approved Change Order will be mailed to all sureties upon its receipt by me."
- If this requirement is exercised, no payment to the Contractor on account of any Change Order shall become due or payable until written evidence of the surety's consent to the Change Order has been furnished to the Designer and to the Owner, and the furnishing of such written consent is a condition precedent to such payment.
- 14.8 The Contractor shall support all requests for Change Orders with a detailed cost breakdown showing cost of materials, labor, equipment, transportation, other items, Contractor's overhead and profit, and total cost, in accordance with methods defined in this Article, and, if the request seeks an extension of the Contract Time, with a time-related diagram which demonstrates specifically why an increase in construction time is needed.
- 14.9 When a request for a Change Order involves a Subcontractor, the Contractor shall provide quotation from same on Subcontractor's letterhead. The Subcontractor's quote shall list materials, equipment, and labor separately, and show overhead and profit in the manner provided in paragraph 14.8.

### ARTICLE 15. CHANGE OF THE CONTRACT PRICE



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15.1 The Contract Price constitutes the total compensation payable to the Contractor for performing all Work under the Contract Documents. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price. The Contract Price may only be changed by a Change Order.

15.2 Any claim for an adjustment in the Contract Price shall be in writing and written notice of any event, action, or non-action which may become the basis of a claim shall be delivered to the Owner and the Designer within three (3) days of the occurrence, or the beginning of the occurrence, of any such event, action or non-action giving rise to the claim. Such written notice is a condition precedent to the making of a claim, and such notice shall describe the basis of the potential claim with reasonable detail and clarity.

A claim shall be made in writing and shall be delivered to the Designer and the Owner no later than fourteen (14) days after such notice. The claim shall describe in detail the basis for the claim, with specific reference to any provisions of the Contract Documents, by paragraph, drawing number, or other specific identification, and shall state the amount claimed and how it is calculated. If the Contractor, at the time the claim is made, is unable to state the amount claimed with accuracy, the Contractor shall so state and provide the estimated amount and the basis on which the amount is to be calculated. At the earliest date practicable, but in no event more than thirty (30) days after Contractor's notice of claim, the Contractor shall supplement the claim with an accurate statement of the amount claimed and how it has been calculated. The Contractor shall provide, in writing, in support of the claim all such explanations, arguments, data, receipts, expert opinions, or other documents or information as the Contractor deems appropriate to be considered in support of the claim. A claim may properly be rejected by the Owner by reason of the Contractor's failure to submit adequate or accurate documentation or information, except that within seven (7) days after being given notice that the claim has been rejected on this basis, the Contractor may submit additional documentation or information. No claim for a change of the Contract Price shall be considered or granted (except solely at the discretion of the Owner) unless a claim is so made, nor shall the Contractor be entitled to any increase in the Contract Price unless the Contractor has given notice and made such a written claim within the times required. The Owner shall decide, after obtaining the advice of the Designer, whether an increase in Contract Price is warranted, and the amount of such increase shall be determined as provided in paragraph 15.4 through 15.5, below. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The Owner shall advise the Contractor of its decision with respect to the claim within fourteen (14) days of its receipt, or of the receipt of additional documentation or information if the absence of such has previously been the basis of rejection of the claim; provided, however, that if, in its sole discretion, the Owner deems that review or consideration of any part of the claim or any matter related thereto by its governing Board is necessary or appropriate, it shall so advise the Contractor and shall provide its decision to the Contractor within seven (7) days after such Board consideration, review or action. Any claim on which the Owner has not provided its decision to the Contractor within the applicable time period shall be deemed denied.



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If the Contractor is not satisfied with the decision of the Owner, the Contractor may within seven (7) days of receipt of the Owner's decision initiate the mediation process as described in Appendix A to the General Conditions of the Contract for Construction.

15.3 In determining the amount of a Contract Price adjustment, the parties shall apply the following methods, as appropriate:

(A) Change in Work: The Owner and Contractor shall negotiate in good faith and attempt to agree upon the value of any change (extra or decrease) in Work prior to the issuance of a Change Order covering said Work. Such Change Order shall set forth the corresponding adjustment to the Contract Price. In the event the Owner and the Contractor are unable to agree, the Owner shall grant an equitable adjustment in the Contract Price.

(B) Emergency Work: In the event of emergency endangering life or property, the Contractor may be directed by the Designer to proceed on a time and material basis, whereupon the Contractor shall so proceed and keep accurately, in such form as may be required by the Designer, a correct account of costs together with all proper invoices, payrolls, and supporting data therefore.

15.4 Where the Contract Price is to be adjusted, the following limitations shall apply in determining the amount of adjustment:

(A) In the case of extra or emergency work, the Contract Price shall not be increased by more than the reasonable, actual, and documented net cost of the extra or emergency work plus ten percent (10%) of such net cost on Work performed by the Contractor and five percent (5%) thereof on any subcontracted Work for overhead and profit combined.

(B) In the case of a decrease in Work, the Contract Price shall not be decreased by less than the net cost of the deleted Work plus five percent (5%) of such direct net cost for profit and overhead.

The term 'net cost' as used herein shall include, as applicable, and shall be limited to, all direct labor, direct material, direct equipment, labor burden, sales taxes, shipping and handling charges, permits and fees, and insurance and bond premium adjustments, if any, attributable to the change. All other items of cost shall be considered as overhead and covered by the percentages allowed in sections A and B of this paragraph.

The Contractor shall provide worksheets or tabulations describing the method by which the direct net cost was calculated, and shall provide all data needed to support the calculation of the direct net cost, all in a form acceptable to the Owner.

15.5 Where the Contract Price is to be adjusted by negotiation, the Owner may authorize and designate the Designer to negotiate with the Contractor on behalf of the Owner; provided, however, any agreement reached between the Contractor and Designer shall be subject to approval by the Owner.



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### ARTICLE 16. UNFORESEEN CONDITIONS

- 16.1 Should the Contractor encounter unforeseen conditions at the Project site materially differing from those shown on the Drawings or indicated in the Specifications or differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Contractor shall immediately, and in no event more than three days later, give notice to the Owner of such conditions before they are disturbed. The Owner and the Designer shall thereupon promptly investigate the conditions and if they find that they materially differ from those shown on the Drawings or indicated in the Specifications, they shall at once make such changes in the Drawings and/or Specifications as they may find necessary. Any increase or decrease in the Contract Price resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional Work and changes. However, neither the Owner nor the Designer shall be liable or responsible for additional work, costs, or changes to the Work that could have been reasonably determined from any reports, surveys, and analyses made available for the Contractor's review or that could have been discovered by the Contractor through the performance of its obligations pursuant to the Contract Documents.

### ARTICLE 17. CORRECTION OF WORK BEFORE FINAL PAYMENT

- 17.1 The Owner has the authority to stop or suspend work, and the Designer has the authority to order Work removed or to order corrections of defective Work or Work not in compliance with the Contract Documents where such action may be necessary to ensure successful completion of the Work.

Any work, materials, fabricated items, or other parts of the Work which have been found by the Designer to be defective or not in accordance with the Contract Documents shall be condemned and shall be removed from the Project by the Contractor, and immediately replaced by new Work in accordance with the Contract Documents at no additional cost to the Owner. Work or property of the Owner or others damaged or destroyed by virtue of such condemned Work shall be made good at the expense of the Contractor.

Correction of condemned Work described above shall be commenced by the Contractor within twenty-four (24) hours after notice from the Designer or the Owner and shall be pursued to completion. Should the Contractor fail to proceed reasonably with the above-mentioned corrections, the Owner may, three (3) days after the notice specified in the preceding sentence, proceed with correction, paying the cost, including costs of uncovering such condemned Work, of such corrections from amounts due or to become due to the Contractor.

Condemned Work removed shall be the property of the Contractor and shall be removed from the Project by him within ten (10) days after notice to remove it, and if not then removed, thereafter may be disposed of by the Owner without compensation to the Contractor and the cost of such disposal shall be deducted from amounts due or to become due to the Contractor.



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Should the cost of correction of the Work and, if applicable, disposal of the condemned Work by the Owner exceed amounts due or to become due the Contractor, then the Contractor and the Contractor's sureties shall be liable for and shall pay to the Owner the amount of such excess.

### **ARTICLE 18. CORRECTION OF WORK AFTER SUBSTANTIAL COMPLETION; WARRANTIES AND GUARANTIES**

18.1 Neither the final certificate, Final Payment, occupation of the premises by the Owner, nor any provision of the Contract Documents, nor any other act or instrument of the Owner or the Designer shall relieve the Contractor from responsibility for negligence, defective material or workmanship, or failure to comply with the Contract Documents.

18.2 The Contractor shall, at the Contractor's sole cost and expense, make all necessary repairs, replacements, and corrections of any nature or description, interior or exterior, structural or non-structural, that shall become necessary by reason of defective workmanship or materials which appear within a period of one (1) year from the date of Substantial Completion; provided, however that notwithstanding the preceding, if any longer guarantee period is specified for any particular materials or workmanship under the Contract Documents, or under any subcontract, or in connection with any manufactured unit which is installed in the Project, or under the laws of the State of North Carolina, the longer guarantee period shall govern.

18.3 If, within any guarantee period, repairs or changes are required in connection with the Work, which are rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract Documents, the Contractor shall, promptly upon receipt of notice from the Designer and without expense to the Owner:

- a) Completely repair or replace the Work so that it conforms to the Contract Documents;
- b) Correct all defects therein;
- c) Make good all damage which, in the opinion of the Designer, is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract Documents; and
- d) Make good any Work or material, or any equipment or contents disturbed in fulfilling any such guarantee.

If, in fulfilling the requirements of the Contract Documents or of any guarantee embraced therein or required thereby, the Contractor disturbs any work, facility, premises, or construction belonging to the Owner, the Contractor shall restore such disturbed work to a condition satisfactory to the Owner, and shall guarantee such restored work to the same extent as if it were Work under the Contract Documents.

If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected, and the Contractor and the



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Contractor's sureties shall be liable for all expenses incurred. "Promptly" is defined as within twenty-four (24) hours for systems necessary to normal operation of the building and within seventy-two (72) hours for all other items. All special guarantees applicable to definite parts of the Work that may be shown in or required by Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such special guarantee. Manufacturer's standard guarantees or warranties which do not comply with the time limit specified herein shall be extended by the Contractor automatically without further action on the part of the Owner or the Designer.

- 18.4 In the eleventh calendar month after the date of Substantial Completion, and at the request of the Owner, the Contractor, the Owner and the Designer shall make an inspection of the Work for the purpose of identifying defective workmanship and/or materials. If the Contractor, having been requested to do so by the Owner, fails to participate in such inspection, the Contractor shall be conclusively bound by any decision or ruling by the Designer as to any defective workmanship or material and as to the Contractor's responsibility for its repair or replacement.

### **ARTICLE 19. OWNER'S RIGHT TO DO WORK**

- 19.1 If, during the progress of the Work or during any period of guarantee, the Contractor fails to prosecute the Work properly or to perform any provision of the Contract Documents, the Owner, after three (3) days written notice to the Contractor from the Designer, or from the Owner after Final Payment, may perform or have performed that portion of the Work and may deduct the cost thereof from any amounts due or to become due the Contractor. Notwithstanding any action by the Owner under this paragraph, all warranties and bonds given or to be given by the Contractor shall remain in effect or shall be given by the Contractor.
- 19.2 Should the cost of such action by the Owner exceed the amount due or to become due the Contractor, the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of such excess.

### **ARTICLE 20. PARTIAL PAYMENTS**

- 20.1 Within thirty (30) days after his initial receipt of the Construction Agreement for signatures, the Contractor shall submit to the Designer a Schedule of Values. The Schedule of Values shall indicate the value of the Work, including applicable overhead and profit, for each Division and section of the Project Specifications. The Designer and Owner shall be provided with the Contractor's estimate papers, Subcontractor agreements, supplier quotes, or other documents substantiating these values if so requested in writing by the Designer. The Contractor shall provide the requested documentation within seven (7) days after receipt of the Designer's written request. The Schedule of Values shall be subject to approval by the Owner, and if the Owner and the Contractor cannot agree upon the Schedule of Values, the Designer shall prepare it, and the Schedule of Values as prepared by the Designer shall be binding on the Owner and the Contractor. No Request for Payment shall be certified by the Designer until the Designer has issued approval of said Schedule of Values.





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20.2 Not later than the fifth (5th) day of each calendar month the Contractor shall submit to the Designer a Request for Payment for Work done during the previous calendar month. The Request for Payment shall be in form of AIA Document G702 (latest edition) and shall show substantially the value of Work done (including the value of material delivered to the Project or stored by the Contractor at another site, subject to the conditions hereinafter set forth) during the previous calendar month, and shall sum up the financial status of the Work with the following information:

- a) Total Contract Price, including any adjustment thereto made pursuant to the Contract Documents.
- b) Value of Work completed and materials properly stored to date.
- c) Less amount retained.
- d) Less previous payments.
- e) Current amount due.
- f) Balance remaining.

The Contractor, upon request of the Designer, shall substantiate the request with invoices, vouchers, payrolls, or other evidence.

20.3 When payment is requested or made on an account of stored materials, such materials must be stored on the Owner's property at such places and in such a manner as may be designated by the Designer. However, in the sole discretion of the Owner, with permission in writing from the Designer and Owner and under such circumstances as may be determined by the Owner, such materials may be stored in a bonded warehouse. The location and conditions for storage of such materials away from the Owner's property in a bonded warehouse shall be within the sole discretion of the Owner. Requests for Payment on account of stored materials shall be accompanied by paid invoices, bills of sale, warehouse receipts, or other documentary evidence establishing Owner's title to such materials, evidence that the stored materials are insured against loss and damage, and such other documentation as required by the Designer. Responsibility for the quantity, quality, and condition of such stored materials, whether stored on the Owner's property or away from the Owner's property, shall remain with the Contractor regardless of ownership or title. No payment shall be made on account of materials stored in a bonded warehouse unless the Contractor has acquired written permission from the Designer for such storage of materials and has complied with all conditions set forth in such permission regarding such storage of materials in a bonded warehouse.

20.4 Any Request for Payment received by the Designer on or before the fifth (5th) of the calendar month shall be certified for payment or returned for re-submission to the Contractor on or before the fifteenth (15th) of the calendar month. The Designer's certification shall be for the amount which was requested or that which the Designer has decided was justly due, and shall state in writing to the Contractor and Owner the reasons for withholding payment of any or all of the amount requested.



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- 20.5 The Designer may fail to certify all or part of any payment requested for any of the following reasons:
- a) Defective Work not corrected.
  - b) Suits, actions, or claims of any character filed against the Contractor, or due to the operations of the Contractor, or information or notice that a suit, action, or claim will be filed or has been made.
  - c) Information or notice that a Subcontractor or a supplier has not received payment.
  - d) The balance unpaid of the Contract Price is insufficient to complete the Work in the judgment of the Designer or Owner.
  - e) Damage to the Owner or another contractor.
  - f) Inability of the Contractor to meet a Completion Date, including an anticipated failure to meet a Completion Date entitling the Owner to withhold anticipated Liquidated Damages in accordance with paragraphs 13.16 and 13.18 hereof.
  - g) Failure to furnish Submittal as required by the Contract Documents on a timely basis in accordance with the Submittal Register.
  - h) Such other reason as to the Designer may appear prudent, proper, or equitable.

When grounds for withholding certification have been corrected, the Designer shall so certify to the Owner and the Owner shall make any payment due with respect to such certification as a part of his next payment after such certification.

- 20.6 No certificate issued or progress payment made shall constitute an acceptance of the Work or any part thereof.
- 20.7 The amount certified by the Designer for payment shall be ninety-five percent (95%) of the value of Work completed and materials stored since the Designer's last certification as shown on the Request for Payment, less any amounts not certified in accordance with paragraph 20.4, and this amount shall be paid by the Owner on or before the last business day of the month, but payment shall not be past due until not paid within fifteen (15) days thereafter.
- 20.8 After certification by the Designer that the Work is fifty percent (50%) complete, based on a determination that the Contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the Contract, (except the value of materials stored on-site shall not exceed twenty percent (20%) of the Contractor's gross project invoices for the purpose of determining whether the Project is fifty percent (50%) complete) and the Contractor has provided to the Owner the written consent of its sureties to the cessation of further percentage retention, the amount certified for payment with respect to subsequent Requests for Payment shall be one hundred percent (100%) of the value of Work completed and materials stored since the Designer's last certification as shown on the Request for Payment, less any amounts not certified in accordance with



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paragraphs 20.4 and 20.5; provided, however, that the aggregate of periodic payments shall not exceed ninety-seven and one half percent (97.5%) of the Contract Price. If the Owner determines that the Contractor's performance under the Contract is unsatisfactory, the Owner may resume withholding percentage retention from each subsequent periodic payment application up to the maximum amount of five percent (5%) of the Contract Price.

### ARTICLE 21. FINAL PAYMENT

- 21.1 If the Work of the Contractor is limited to demolition, pilings, caissons and/or structural steel, the remaining unpaid balance of the Contractor's Contract Price, less a sum equal to five-tenths percent (0.5%) of the Contract Price, shall be paid within sixty days following receipt of the following documents, all of which must be received before payment shall become due: (i) request for payment from the Contractor; (ii) receipt of consent from the Contractor's surety to the payment; and (iii) approval or certification from the Designer that the work performed by the Contractor is acceptable and in accordance with the Contract Documents.
- 21.2 Except as set forth in paragraph 21.1, within forty five days after Substantial Completion of the Project, the remaining unpaid balance of the Contract Price shall be paid to the Contractor, less an amount equal to two and one-half times the value of punch list work or other work remaining to be completed or corrected, as reasonably estimated by the Owner.
- 21.3 Upon Substantial Completion, the Designer shall prepare and submit to the Contractor a deficiency list identifying all portions of the Work which are known by the Designer at that time to be incomplete or defective. Within thirty (30) days of receipt of this deficiency list, the Contractor shall complete and correct all items on that list along with all other Work required to achieve Final Completion of the Work. At any time prior to completion of the period of warranty, the Designer may submit to the Contractor a supplemental deficiency list, in which case the Contractor shall complete or correct any and all new items identified on the Supplemental deficiency list within the time period stipulated in paragraph 18.3.
- 21.4 Final Payment of any remaining balance of the Contract Price shall not be due to the Contractor until the Contractor achieves Final Completion of the Project.
- 21.5 The making and acceptance of Final Payment shall constitute a waiver of all claims by the Owner except:
- a) Claims arising from unsettled liens or claims against the Contractor.
  - b) Defective Work or materials appearing after Final Payment.
  - c) Failure of the Contractor to perform the Work in accordance with the Contract Documents.
  - d) As conditioned in the Performance Bond.
  - e) Claims made prior to Final Payment which remain unsettled.
  - f) Amounts due arising under Articles 18 and 28.



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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- g) Claims for recovery of overpayment based upon incorrect measurement, estimate, or certificate.
- 21.6 The making and acceptance of Final Payment shall constitute a waiver of all claims by the Contractor except those claims previously made in writing pursuant to paragraph 15.2 and not finally resolved.
- 21.7 The Designer shall not authorize Final Payment until all of the Work under the Contract Documents has been certified by the Designer as completed, proper and suitable for occupancy and use, and has been approved by all federal, state and local agencies having jurisdiction.
- 21.8 The final Request for Payment shall be identified on its face as such and shall be presented by the Contractor to the Designer within thirty (30) days of completion of the Work. Final payment of the retained amount due the Contractor shall be made by the Owner within thirty (30) days after the later of (i) full and Final Completion of all Work required by the Contract Documents, and certification of such Work in accordance with paragraph 20.4; (ii) submission of the affidavits of other documentation required by Article 22; (iii) submission by the Contractor of a Request for Payment identified on its face as final and including the Designer's certification.

### **ARTICLE 22. CONTRACTOR, SUBCONTRACTOR AND SUPPLIER AFFIDAVIT**

- 22.1 The Final Payment due the Contractor on account of the Contract Documents shall not become due until the Contractor has furnished to the Owner through the Designer: (A) an affidavit by the Contractor signed, sworn, and notarized to the effect that all payments for materials, services, or for any other reason in connection with the Work or performance of the Contract Documents have been satisfied and that no claims or liens exist against the Contractor in connection with the same; (B) affidavits from each Subcontractor and supplier signed, sworn, and notarized to the effect that (i) each such Subcontractor or supplier has been paid in full by the Contractor for all Work performed and/or materials supplied by him in connection with the Project, and (ii) that all payments for materials, services, and for any other reason in connection with the subcontract or supply contract have been satisfied and that no claims or liens exist against the Subcontractor or supplier in connection therewith; and (C) the written consent of the Contractor's sureties to Final Payment. In the event that the Contractor cannot obtain an affidavit, as required above, from any Subcontractor or supplier, the Contractor shall state in the Contractor's affidavit that no claims or liens exist against such Subcontractor or supplier to the best of the Contractor's knowledge, and that if any appear afterwards, the Contractor shall save the Owner harmless for all costs and expenses, including attorneys fees, on account thereof.

### **ARTICLE 23. ASSIGNMENTS AND SUBCONTRACTS**

- 23.1 The Contractor shall not assign any portion of this Agreement nor subcontract the Work in its entirety without the prior written consent of the Owner. Except as may be required under terms of the bonds required by the Contract Documents, no funds or sums of money due or to become due to the Contractor under the Contract Documents may be assigned.



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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### ARTICLE 24. MEASUREMENTS

- 24.1 Before ordering material or doing Work which is dependent for proper size or installation upon coordination with building conditions, the Contractor shall verify all dimensions and shall be responsible for the correctness of same. No consideration will be given for any claim based on differences between the actual dimensions and those indicated in the Contract Documents. Any discrepancies between the Contract Documents and the existing conditions shall be referred to the Designer for adjustment before any Work affected thereby is begun.

### ARTICLE 25. CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS

- 25.1 Within thirty (30) days after initial receipt of the Construction Agreement for signatures the Contractor shall submit to the Designer and Owner for acceptance a current list of the names of Subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for any and all portions of the Work. The Contractor shall provide this list at this time even if the Contractor was required to submit a list of proposed Subcontractors with the Contractor's bid. The Designer shall promptly reply to the Contractor in writing stating whether or not the Owner or the Designer, after due investigation, has objection to any such proposed person or entity or if it needs additional information to evaluate the persons on the list. Failure of the Designer to reply within ten (10) days after the Contractor has furnished all required information shall constitute notice of no objection.

The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Designer has made reasonable objection. If the Designer or Owner has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner and the Designer have no reasonable objection. The Contractor shall make no substitution for any Subcontractor, person, or entity previously allowed without first notifying the Designer and Owner in writing and no substitution may be made if the Owner or Designer makes a reasonable objection to such substitution.

- 25.2 The Contractor agrees that the terms of the Contract Documents, including all portions thereof, shall apply to all Subcontractors of the Contractor as if they were the Contractor, and that the Subcontractors of the Contractor shall, by means of their subcontracts, be bound by all the terms of the Contract Documents including, but not limited to, Article 26 of these General Conditions.
- 25.3 Payments to Subcontractors shall be made in accordance with the provisions of N.C. Gen. Stat. §143-134.1.

### ARTICLE 26. USE OF PREMISES

- 26.1 The Contractor shall confine apparatus, the storage of materials, the operations of workers, and the disposal of material to limits indicated by law, ordinances, permits, and directions of the Designer, if any.
- 26.2 The Contractor shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety, intended performance, or configuration.



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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- 26.3 The Contractor shall enforce all of the Designer's instructions, including, but not limited to, those regarding signs, advertisements, fires, and smoking.

### **ARTICLE 27. CUTTING, PATCHING AND FITTING**

- 27.1 The Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and fit it to receive or to be received by Work shown in or which can be reasonably implied from the Contract Documents.

### **ARTICLE 28. DISPUTE RESOLUTION**

- 28.1 The laws of the State of North Carolina shall apply to the interpretation and enforcement of this Agreement. Any and all suits or actions to enforce, interpret, or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Appendix A shall be a part of the Contract Documents. Prior to initiating an action under this Article, any party to this Agreement shall initiate the mediation process as provided in Appendix A to these General Conditions of the Contract for Construction.

- 28.2 Any person or firm that expressly or impliedly agrees to perform labor or services or to provide material, supplies, equipment, work, performance or payment bonds, insurance or indemnification for the construction of the Project or the Work shall be deemed a party to this Agreement solely for the purpose of this Article 28. The Contractor, by means of its subcontracts, shall specifically require its Subcontractors to be bound by this Article.

### **ARTICLE 29. TAXES**

- 29.1 The Contractor has included in the Contract Price and shall pay all taxes assessed by any authority on the Work or the labor and materials used therein. The Contractor shall maintain all tax records during the life of the Project and furnish the Owner with a complete listing of all taxes paid by taxing authority, invoice number, date, amount, etc. in a form acceptable to the Owner. The Contractor is required to maintain a file showing taxes paid on the Project for three (3) years after Final Payment or turn said documents over to the Owner for his files.

- 29.2 The following is a list of requirements to be followed by the Contractor in maintaining proper records and reporting the North Carolina Sales and Use Tax and Local Sales and Use Tax. The Contractor shall comply fully with the requirements outlined below, in order that the Owner may recover the amount of the tax permitted under the law.
- a) It shall be the Contractor's responsibility to furnish the Owner documentary evidence showing the materials used and sales and use tax paid by the Contractor and each of his Subcontractors. Such evidence shall be transmitted to the Owner with each pay request irregardless of whether taxes were paid in that period.



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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- b) The documentary evidence shall consist of a certified statement by the Contractor and each of the Contractor's Subcontractors individually, showing total purchases of materials from each separate vendor and total sales and use taxes paid to each vendor. Certified statements must show the invoice number, or numbers, covered, and inclusive dates of such invoices.
- c) Materials used from Contractor's or Subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
- d) The Contractor shall not be required to certify the Subcontractor's statements.

### **ARTICLE 30. OPERATION OF OWNER'S FACILITIES**

- 30.1 The Contractor agrees that all Work done under the Contract Documents shall be carried on in such a manner so as to ensure the regular and continuous operation of the adjoining or adjacent facilities. The Contractor further agrees that the sequence of operations under the Contract Documents shall be scheduled and carried out so as to ensure said regular and continuous operation. The Contractor shall not close any areas of construction until so authorized by the Designer. The Contractor shall control operations to assure the least inconvenience to the public. Under all circumstances, safety shall be the most important consideration.

### **ARTICLE 31. THIRD PARTY BENEFICIARY CLAUSE**

- 31.1 It is specifically agreed between the parties executing the Agreement that, with the specific exception set forth paragraph 7.24 hereof, and that exception only, the Contract Documents and the provisions therein are not intended to make the public, or any member thereof, a third-party beneficiary of the Agreement, or to authorize anyone not a party to the Contract Documents to maintain a suit for personal injuries or property damage pursuant to the terms of provisions of the Contract Documents.

### **ARTICLE 32. MEASUREMENT OF QUANTITIES**

- 32.1 All Work completed under the Contract Documents shall be measured by the Contractor using United States customary units of measurement. The method of measurement and computations to be used in determination of quantities of material furnished and of Work performed under the Contract Documents shall be those methods set forth in the Contract Documents or, if not specifically set forth therein, the method generally recognized as conforming to good engineering practice.

### **ARTICLE 33. TERMINATION BY THE OWNER FOR CAUSE**

- 33.1 If the Contractor fails to begin or complete the Work under the Contract Documents within the time specified, or fails to perform the Work with sufficient labor and equipment or with sufficient materials to insure the prompt completion of said Work, or shall perform the Work unsuitably or shall discontinue the prosecution of the Work for three (3) days, or if the Contractor shall become insolvent, be declared bankrupt, commit any act of bankruptcy or insolvency, allow any final judgment to stand against the Contractor or its affiliated



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

companies unsatisfied for a period of forty-eight (48) hours, 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 to the Contractor and the Contractor's sureties of such delay, neglect, or default, specifying the same, and if the Contractor within a period of three (3) days after such notice shall not proceed in good faith and with reasonable speed to correct such delay, neglect, or default in accordance with such notice, the Owner shall have full power and authority, to the extent permitted by law, without violating the Contract Documents, to take the prosecution of the Work out of the hands of the Contractor, to appropriate or use any or all materials and equipment at the Project as may be suitable and acceptable, and may enter into an agreement for the completion of the Work or pursue such other methods as in the Owner's opinion shall be necessary or appropriate for the completion of the Work in an acceptable manner. All costs and charges incurred by the Owner in proceeding in accordance with the preceding sentence, including attorney's fees, and all costs incurred by the Owner in completing the Work shall be deducted from any money due or which becomes due the Contractor. If such costs and expenses incurred by the Owner shall be less than the sum which would have been payable under Contract Documents if it had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, but if such costs and expenses shall exceed the sum which would have been payable under the Contract Documents, the Contractor and the Contractor's surety shall be liable to the Owner for and shall pay to the Owner the amount of such excess.

### **ARTICLE 34. TERMINATION OR SUSPENSION BY THE OWNER FOR CONVENIENCE**

- 34.1 The Owner may, without cause, order the Contractor to terminate, suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- 34.2 If the Contractor is subsequently ordered by the Owner to resume the Work, any cost or expenses to which the Contractor may be entitled by reason of the suspension, delay, or interruption shall be recovered by means of a Change Order in accordance with Articles 13 and 14 hereof and the Contract Construction Schedule shall be adjusted in accordance with Article 13 hereof.
- 34.3 The Owner shall terminate the Work or portion thereof by written notice when the Contractor is prevented from proceeding with the Work as a direct result of an executive order of the President with respect to the prosecution of war or in the interest of national defense.
- 34.4 In the event of termination by the Owner under this Article, the Contractor shall be entitled to receive the reasonable and documented direct costs incurred prior to termination, including the cost of materials purchased for the Work which purchases cannot be canceled or which material cannot reasonably be used by the Contractor on other work, and the cost of closing down the Project in a safe and efficient manner, plus ten percent (10%) thereof for overhead and profit, subject to the following conditions:
- a) When the Contract is terminated before completion of all items of Work, payment shall be made for the actual number of units or items of Work completed at the applicable contract prices, or as mutually agreed for items of Work partially complete. If a mutual agreement cannot be reached, the Owner shall have the





## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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authority to make such equitable adjustment as it deems warranted and the Final Payment shall be made accordingly.

- b) Reimbursement for organization of any Work and moving equipment to and from the job shall be considered when not otherwise provided for in the Contract Documents where the volume of completed Work is too small to compensate the Contractor for those expenses under unit prices. If a mutual agreement cannot be reached, the Owner will have the authority to make such equitable adjustments as it deems warranted and the Final Payment will be made accordingly.
- c) Materials obtained by the Contractor for the Work that have been inspected and accepted by the Designer and that are not incorporated in the Work shall, at the request of the Contractor, be purchased from the Contractor at the Contractor's actual cost as shown by receipted bills and actual costs records at such points of delivery as may be determined by the Owner.
- d) No payment shall be made by Owner to Contractor except as herein above provided. No claim for loss of anticipated profits shall be considered or allowed.
- e) Termination of the Contract shall not relieve the Contractor of his responsibilities for any completed portion of the Work nor shall it relieve his sureties of their obligation for and concerning any just claims arising out of the Work performed.

The Contractor shall not be entitled to any other compensation, including compensation for lost profit, lost opportunity, or any other direct or consequential cost, loss, or damage.

### **ARTICLE 35. MINORITY BUSINESS ENTERPRISE PROGRAM**

- 35.1 The Contractor shall at all times comply with the latest edition of the Wake County Minority Business Enterprise Policy. All documentation substantiating compliance with the requirements of this program shall be delivered to the Owner as stipulated in the Contract Documents. A copy of the Wake County Minority Business Enterprise Policy is included in the Project Manual.

### **ARTICLE 36. GENERAL**

- 36.1 If any provision of the Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- 36.2 The titles to Articles herein are for convenience only, are not substantive parts of the General Conditions, and are not to be considered in interpreting the Contract Documents.

END OF GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

## TYPICAL SUPPLEMENTARY GENERAL CONDITIONS

### GENERAL

These Supplementary Conditions contain changes and additions to the project "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", as published herein. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the Article, Paragraph, Subparagraph or Clause shall remain in effect.

### ARTICLE 1 - DEFINITIONS

Paragraph 1.13: At the end of the existing paragraph, add the following:

The Contract Time is 405 consecutive calendar days, beginning on the Date of Commencement as specified in the written Notice-to-Proceed. The Contract Time will be structured in overlapping phases:

Phase 1: Submittals (building is occupied by Owner, no work allowed on site without written permission from Owner). Phase 1 duration is 60 consecutive calendar days, beginning on the date of commencement as specified in the written Notice-to-Proceed.

Phase 2: Procurement (building is occupied by Owner, no work allowed on site without written permission from Owner). Phase 2 duration is 300 consecutive calendar days beginning 45 consecutive calendar days after the date of commencement.

Phase 3: On-site mobilization for demolition, construction and installation (building is not occupied by Owner). Phase 3 duration is 150 consecutive calendar days, and completion shall align no later than with the completion of the overall Contract Time of 405 consecutive calendar days.

Paragraph 1.18: Delete the last sentence in its entirety and substitute the following in lieu thereof:

“A list of the Drawings is contained in the “Supplementary General Conditions.”

The Drawings applicable to this Contract are as follows:

G000 - COVER  
G001 - GENERAL NOTES  
G002 - CODE SUMMARY  
G003 - LIFE SAFETY PLANS  
G004 – UL DETAILS  
G005 – WALL LEGEND & DOOR SCHEDULE  
D101 - DEMOLITION PLAN  
D102 - DEMOLITION REFLECTED CEILING PLAN  
A101 - FLOOR PLAN

A111 - REFLECTED CEILING PLAN  
A121 - FINISH PLAN  
A201 - BUILDING ELEVATIONS  
A202 - BUILDING ELEVATIONS  
A401 - ENLARGED PLANS, INT. ELEVS. & DETAILS  
A402 - ENLARGED PLANS, INT. ELEVS. & DETAILS  
A403 - ENLARGED PLANS, INT. ELEVS. & DETAILS  
A404 - ENLARGED PLANS, INT. ELEVS. & DETAILS  
FP001 - FIRE PROTECTION NOTES AND LEGEND  
FP200 – FIRE PROTECTION NEW WORK PLAN  
P001 - PLUMBING LEGENDS, NOTES AND SCHEDULE  
P200 - PLUMBING NEW WORK PLAN  
M001 - MECHANICAL LEGENDS AND NOTES  
M002 - MECHANICAL SCHEDULES  
M100 - MECHANICAL DEMOLITION PLAN  
M110 - MECHANICAL DEMOLITION ENLARGED PLAN  
M111 – MECHANICAL DEMOLITION ENLARGED PLAN ALTERNATE  
M200 - MECHANICAL NEW WORK PLAN  
M300 – ENLARGED MECHANICAL ROOM  
M301 – MECHANICAL ROOM ELEVATIONS  
M302 – MECHANICAL ROOM RENDERINGS  
M400 - MECHANICAL PIPING SCHEMATICS  
M410 - MECHANICAL SCHEMATICS  
M410 - MECHANICAL SCHEMATICS  
M500 – MECHANICAL LEGENDS AND NOTES  
M501 – MECHANICAL DETAILS  
M502 – MECHANICAL FIRE PENETRATION DETAILS  
E001 - ELECTRICAL LEGEND  
E002 - GENERAL NOTES & SCHEDULES  
E100 - LIGHTING DEMOLITION  
E101 - POWER DEMOLITION  
E102 - EXIST. UG PATHWAYS/FL. BOX WORK  
E200 - LIGHTING PLAN  
E201 - POWER PLAN  
E300 – ENLARGED PLANS  
E400 – ELECTRICAL POWER RISERS  
E500 – ELECTRICAL DETAILS  
E501 – ELECTRICAL DETAILS  
E600 – PANEL SCHEDULES  
FA100 - FIRE ALARM DEMOLITION  
FA200 - FIRE ALARM NEW WORK  
FA400 - FIRE ALARM RISER AND MATRIX  
FA401 – FIRE ALARM DETAILS  
SEC200 - SECURITY NEW WORK  
SEC400 - SECURITY DETAILS

**ARTICLE 3. FAMILIARITY WITH WORK, CONDITIONS AND LAWS**

Paragraph 3.3: At the end of the existing paragraph, add the following paragraph:

“To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.”

“By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.”

“Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.”

“If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).”

“In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.”

Add the following paragraph:

- “3.5 A Pre-Bid Conference will be held on site at West Regional Library, 4000 Louis Stephens Drive, Cary, NC 27519 at 10:00 am, local prevailing time, on February 29, 2024. Purpose of conference is for prospective Bidders to familiarize themselves with the site and to ask questions pertaining to the Contract Documents. Bidders are reminded that no oral interpretations of meaning of Drawings and Specifications can be made. Conflicts in documents, if any, will be

resolved by written addendum. (Reference "Instructions to Bidders, Paragraph 5 (for formal).")

**ARTICLE 5. INSURANCE AND INDEMNITY**

Paragraph 5.1.2: In addition to all other endorsements required by the General Conditions, if the Contractor is required to transport, dispose of or otherwise handle hazardous or toxic waste, material, chemicals, compounds or substances, the policy of insurance shall be further endorsed to include the following:

Insurance Service Office (ISO) Form #CA 00 01 06 92 or its equivalent, amending exclusion 11 in the following manner:

- i. Delete section a. (1) a.: (Pollution) "being transported or towed by, or handled for movement into, onto or from, the covered auto."
- ii. Delete section a. (1) b.: "Otherwise in the course of transit by the insured."

The Contractor and transporter must comply with all applicable DOT and EPA requirements.

Paragraph 5.1.4: Add the following Paragraph:

"Pollution Legal Liability (PLL)

A PLL policy must be provided for the Project. Coverage must be sudden and non-sudden, and include:

- a) Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death;
- b) property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; and
- c) Defense including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

The Owner must be named as Additional Insured, and a Non-Owned Disposal Site Endorsement must be provided, scheduling the appropriate landfill.

Minimum PLL limits of coverage shall be:

Per Loss	\$1,000,000
All Losses	\$2,000,000

**ARTICLE 6. OTHER RECORD DOCUMENTS AND SUBMITTALS**

Paragraph 6.1: At the end of the existing paragraph, add the following:

“One (1) copy of the Contract Documents will be furnished to the General Contractor.”

Paragraph 6.6: Special requirements for submittal and record document media:

As-Built Documents: (1) electronic copy (pdf) on electronic media (USB)  
Record Submittals: One (1) hard copy and one (1) electronic copy (pdf) on electronic media (USB).

## **ARTICLE 7. CONTRACTOR**

Paragraph 7.2: Use this paragraph in lieu of the existing paragraph:

“The Contractor shall keep on the Project at all times during its progress a competent Project Manager and a competent Resident Superintendent and necessary assistants who shall not be replaced without prior written approval by the Architect except under extraordinary circumstances, in which event immediate written notice shall be given to the Architect and the Owner. The Project Manager and Resident Superintendent shall each have a minimum of ten (10) years experience on projects of similar scope and complexity with job responsibilities equivalent to those required on this Project. At any time, the Owner, in its sole discretion, may require the Contractor to replace the Project Manager and Resident Superintendent or both with an experienced and competent person or persons upon seven (7) days written notice from the Owner to the Contractor. Such replacement shall be at the Contractor’s expense and at no cost to the Owner. The Project Manager shall be the Contractor’s representative at the Project and shall have full authority to act on behalf of the Contractor and to receive any and all notices or instructions given pursuant to the Contract Documents.”

Paragraph 7.13: Amend with the addition of the following paragraph:

“The General Contractor shall secure and pay for all building permits, including plumbing, electrical, HVAC and for the permit from the office of the Fire Marshall. The Cost for the Express Permit Review, if necessary, will be paid by others and is not the responsibility of the Contractor.”

## **ARTICLE 10. DESIGNER**

Add the following paragraphs:

“10.5 As a part of its Basic Services under the Owner-Designer Agreement, the Designer will conduct a single site visit to determine Substantial Completion of the Work. If, after the performance of said site visit, the Designer determines that the Work is not substantially complete, successive site visits to determine Substantial Completion will be deemed Additional Services under the Owner-Designer Agreement. The Contractor shall be liable to the Owner for any Designer’s fees incurred as a result of any such Additional Services of the Designer. Any funds due under this paragraph may be deducted by the Owner from the amounts due the Contractor for such additional Designer’s fees and paid directly to the

Designer. Should the cost for such Additional Services of the Designer exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.

- “10.6 As a part of its Basic Services under the Owner-Designer Agreement, the Designer will conduct a single site visit to determine Final Completion of the Work. If, after the performance of said site visit, the Designer determines that the Work is not complete, successive site visits to determine Final Completion of the Work will be deemed Additional Services under the Owner-Designer Agreement. The Contractor shall be liable to the Owner for any Designer’s fees incurred as a result of any such Additional Services of the Designer. Any funds due under this paragraph may be deducted by the Owner from the amounts due the Contractor for such additional Designer’s fees and paid directly to the Designer. Should the cost for such Additional Services of the Designer exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.”

### **ARTICLE 13 - CONTRACT TIME**

Paragraph 13.18: Add the following:

“If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as Step One Liquidated Damages and not as a penalty, the following per diem amount commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed Substantial Completion of the Work:

Seven Hundred Fifty Dollars (\$750) per consecutive calendar day

If the Contractor fails to achieve Final Completion of the Work within thirty (30) consecutive calendar days of the actual date of Substantial Completion of the Work, the Owner shall be entitled to retain or recover from the Contractor, as Step Two Liquidated Damages and not as a penalty, the following per diem amount commencing upon the first day following the actual date of Substantial Completion and continuing until the actual date of Final Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed Final Completion of the Work:

Five Hundred Dollars (\$500) per consecutive calendar day

The Owner may deduct liquidated damages described above from any unpaid amounts then or thereafter due the Contractor under this Agreement. Should the amount of any liquidated damages exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.”

## **ARTICLE 29 – TAXES**

Paragraph 29.1: Add the following to the existing paragraph:

“The Contractor is to use the Sales Tax Reporting Form attached to the contract documents for reporting taxes paid.

Add the following paragraph under Article 29

29.3 This project is considered a “Capital Improvement” with respect to Real Property Contracts, and the collection of State sales and use tax, as referenced in North Carolina General Statutes and further clarified in sales and use tax bulletins issued by the North Carolina Department of Revenue. It shall be the responsibility of the Contractor to issue any affidavits of capital improvement to their subcontractors as necessary.

## **ARTICLE 36. GENERAL**

Add the following paragraph:

“36.3 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor’s responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.”

**END OF SUPPLEMENTARY GENERAL CONDITIONS**



**APPENDIX A  
TO GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

**DISPUTE RESOLUTION PROCEDURES FOR WAKE COUNTY BUILDING CONSTRUCTION  
RENOVATION AND REPAIR PROJECTS**

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**RULE 1 INITIATING MEDIATED SETTLEMENT CONFERENCES**

**A Purpose of Mandatory Settlement Conferences.** Pursuant to G.S. §143-128(f1) and 143-135.26(11), these Rules are promulgated to implement a mediated settlement program designed to focus the parties’ attention on settlement rather than on claim preparation and to provide an opportunity for orderly settlement negotiations to take place. Nothing herein is intended to limit or prevent the parties from engaging in settlement procedures voluntarily at any time prior to or during commencement of the dispute resolution process.

**B Initiating the Dispute Resolution Process**

Any party to a County public construction contract (referred to herein generally as the “Contract”) governed by Article 8. Ch. 143 of the General Statutes and identified in G.S. § 143-128(f1) and who is a party to a dispute arising out of the Contract and the construction process in which the amount in controversy is at least \$15,000 may submit a written request to the County for mediation of the dispute.

Prior to submission of a written request for mediation to the County, the parties should give notice of any and all claims in accordance with their respective contracts, obtain decisions on the claims as required or allowed by their respective contracts, and attempt to resolve the dispute according to the terms and conditions in their respective contracts. The Mediator may adjourn any mediated settlement conference if the Mediator believes, in his or her sole discretion, that the parties have not satisfied all of the terms and conditions of their respective contracts and that doing so will enhance the prospects for a negotiated settlement.

**C Condition Precedent to Litigation.** Before any party to a Contract may commence a civil action against the County seeking remedies for breach or non-performance of the Contract by the County, said party must first initiate the dispute resolution process under these rules and attend the mediated settlement conference.

**RULE 2 SELECTION OF MEDIATOR**

**A Mediator Listing.** A list of Mediators acceptable to the County is attached to and incorporated by reference into these Rules. The party requesting mediation shall select a Mediator from the designated list. If the County fails to provide a list of acceptable mediators, the list of Mediators shall be deemed to be the list of mediators certified by the North Carolina Dispute Resolution Commission to conduct mediated settlement conferences in the North Carolina Superior Courts.

**B Selection of a Mediator.** The party requesting mediation shall select a Mediator from the County’s list of Mediators and shall file, with the County, a Notice of Selection of Mediator within 21 days of the request for mediation. Such notice shall state the name, address, and phone number of the Mediator selected. If the Mediator selected is not available or declines to participate for any reason, the requesting party shall select

another person from the County's list of Mediators. If the party requesting mediation does not select and designate a mediator within 21 days of the request for mediation, the County shall have the right in its absolute discretion to appoint a mediator from its list of Mediators.

- C **Disqualification of Mediator.** Any party may request replacement of the Mediator for good cause. Nothing in this provision shall preclude Mediators from disqualifying themselves.

### **RULE 3 THE MEDIATED SETTLEMENT CONFERENCE**

- A **Where Conference is to be Held.** Unless all parties and the Mediator otherwise agree, the mediated settlement conference shall be held in Wake County. The Mediator shall be responsible for reserving a place, making arrangements for the conference, and giving timely notice of the time and location of the conference to all attorneys, unrepresented parties and other persons or entities required to attend.

- B **When Conference is to be Held.** The mediation shall be completed within 90 days after selection of the Mediator.

- C **Request to Accelerate or Extend Deadline for Completion.** Any party or the Mediator may request the County to accelerate or extend the deadline for completion of the conference. Such request shall state the reasons the extension is sought and shall be served by the moving party upon the other parties and the Mediator. Objections to the request must be promptly communicated to the County and to the Mediator.

The County, with the concurrence of the designated Mediator, may grant the request by adjusting the time for completion of the conference.

- D **Recesses.** The Mediator may recess the mediation conference at any time and may set times for reconvening. If the Mediator determines the time and place where the conference is to reconvene before the conference is recessed, no further notice is required to persons present at the conference.

- E **Project Delay.** The mediated settlement conference that results from a construction contract dispute shall not be cause for the delay of the construction project.

### **RULE 4 DUTIES OF PARTIES AND OTHER PARTICIPANTS IN FORMAL DISPUTE RESOLUTION PROCESS**

- A **Attendance**

1. All parties to the dispute must designate an official representative to attend the mediation.

2. "Attendance" means physical attendance, not by telephone or other electronic means. Any attendee representing a party must have authority from that party to bind it to any agreement reached as a result of the mediation.
3. Attorneys representing parties may attend the mediation, but are not required to do so.
4. Sureties and insurance company representatives are required to physically attend the mediation unless the Mediator and all of the other parties to the mediation excuse their attendance or consent to their attendance by telephone or other electronic means.
5. The parties who attend a duly scheduled mediation conference shall have the right to recover their share of the Mediator's compensation from any party or parties who fail to attend the conference without good cause.

**B Finalizing Agreement.** If an agreement is reached in the conference, the terms of the agreement shall be confirmed in writing and signed by all parties.

**C Mediation Fees** charged by the Mediator shall be paid in accordance with G.S. § 143-128(f1).

**D Failure to compensate Mediator.** Any party's failure to compensate the Mediators in accordance with G.S. § 143-128(f1) shall subject that party to a withholding of said amount of money from the party's monthly payment by the County.

Should the County fail to compensate the Mediator, it shall hereby be subject to a civil cause of action from the Mediator for the 1/3 portion of the Mediator's total fee as required by G.S. § 143-128(f1).

## **RULE 5 AUTHORITY AND DUTIES OF MEDIATORS**

### **A Authority of Mediator**

1. **Control of Conference.** The Mediator shall at all times be in control of the conference and the procedures to be followed.
2. **Private Consultation.** The Mediator may communicate privately with any participant or counsel prior to and during the conference. The fact that private communications have occurred with a participant shall be disclosed to all other participants at the beginning of the conference.
3. **Scheduling the Conference.** The Mediator shall make a good faith effort to schedule the conference at a time that is convenient with the participants, attorneys and Mediator. In the absence of agreement, the Mediator shall select the date for the conference.

4. Determining good cause for a party's failure to appear at a scheduled mediation conference.

**B Duties of Mediator**

1. The Mediator shall define and describe the following at the beginning of the conference:
  - a. The process of mediation.
  - b. The difference between mediation and other forms of conflict resolution.
  - c. The costs of the mediated settlement conference.
  - d. That the mediated settlement conference is not a trial, the Mediator is not a judge, and the parties retain their legal rights if they do not reach settlement; however, the Mediator will advise all parties that failure to appear at mediation without good cause may result in imposition of sanctions and may be asserted as a bar to lawsuits by claimants who have failed to exhaust this administrative remedy.
  - e. The circumstances under which the Mediator may meet and communicate privately with any of the parties or with any other person.
  - f. Whether and under what conditions communications with the Mediator will be held in confidence during the conference.
  - g. The inadmissibility of conduct and statements as provided by GS §7A-38.1(1).
  - h. The duties and responsibilities of the Mediator and the participants.
  - i. That any agreement reached will be reached by mutual consent.
2. Disclosure: The Mediator has a duty to be impartial and to advise all participants of any possible bias, prejudice or partiality.
3. Declaring Impasse: The Mediator may determine at any time during the mediation conference that an impasse exists and that the conference should end.
4. Reporting Results of Conference. The Mediator shall submit a written report to the County and the other parties within 10 days of the conference stating whether or not the parties reached an agreement. The Mediator's report shall indicate the absence of any party from the mediated settlement conference without permission or good cause.
5. Scheduling and Holding the Conference. It is the duty of the Mediator to schedule the conference and conduct it prior to the deadline of completion set by the rules. The Mediator shall strictly observe deadlines for completion of the conference unless said time limit is changed by agreement of the parties.

**RULE 6      COMPENSATION OF THE MEDIATOR**

**A**      The parties shall compensate the Mediator for mediation services at the rate proposed by the Mediator and agreed to by the parties at the time the Mediator is selected.

**RULE 7      RULE MAKING**

**A**      These Rules may be amended by the County at any time. Amendments will not affect mediations where claims and/or requests for mediation have been filed at the time the amendment takes effect

**RULE 8      DEFINITIONS**

**A**      “County” shall mean the County of Wake, North Carolina

**B**      “Project Designer” is that person or firm stipulated as project designer in the Contract Documents for the project.

**C**      “Claim” is a demand or assertion by a party seeking adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the parties to a Contract involved in the County’s building construction renovation and repair projects arising out of or relating to the Contract or the construction process. Claims must be initiated by a written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

**D**      “Good Cause” generally includes any circumstance beyond the control of a party, which prevents that party from meeting obligations. When good cause is asserted as an excuse for a party’s failure to appear at a mediation conference or to otherwise comply with the requirements of these Rules, the Mediator, in his or her sole discretion, will determine whether good cause exists to excuse the party’s failure to appear or otherwise comply with these rules.

**RULE 9      TIME LIMITS**

**A**      Any time limit provided for by these Rules may be waived or extended at the sole discretion of the County if no Mediator has been selected and at the discretion of the County with concurrence of the Mediator if a Mediator has been selected.

## ***MEDIATOR LIST***

<b>Name</b>	<b>Bar #</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>	<b>Email</b>
David M. Barnes	12854	PO Box 10096 Raleigh, NC 27605	919-783-2812	919-783-1075	dmbarnes@poynerspruill.com
Robert Beason	5502	PO Box 52270 Durham, NC 27717	919-419-8979	919-403-8533	rbeason@beasonellis.com
William A. Blancato	12729	633 W. 4 <sup>TH</sup> Street, Suite 150 Winston-Salem, NC 27101	336-725-9416	336-725-5129	blancato@bdl-law.com
Richard T. Boyette	7623	PO Box 27808 Raleigh, NC 27611	919-828-5100	919-828-2277	rtb@cshlaw.com
Jacqueline R. Clare	10277	1011 Vance Street Raleigh, NC 27608	919-755-9979	919-755-9512	jclare@mindspring.com
Thomas C. Duncan	1255	PO Box 989 Greensboro, NC 27402	910-379-1390	910-379-1198	duncan@hillefans.com
Sidney Smith Eagles	1271	PO Box 27525 Raleigh, NC 27611	919-755-8771	919-755-8800	sid.eagles@smithmoorelaw.com
Rene Stemple Ellis	DC/P A	PO Box 52270 Durham, NC 27712	919-417-9979	919-403-8533	rellis@beasonellis.com
Marshall Gallop	6626	PO Box 7100 Rocky Mount, NC 27804	252-937-2200	252-937-8100	mgallop@bbsw.com
Allen Holt Gwyn		PO Box 20744 Greensboro, NC 27420	336-691-9222	336-691-9259	ahgwyn@cgspllc.com
Jonathan R. Harkavy	5238	PO Box 29269 Greensboro, NC 27429	336-370-4200	336-274-8490	jharkavy@aol.com
Joseph R. John	2361	11800 Black Horse Run Raleigh, NC 27613	919-676-8796	919-676-8796	jo638sr@aol.com
J. Anderson Little	6730	PO Box 16205 Chapel Hill, NC 27514	919-967-6611	919-967-3212	jandersonlittle@nc.rr.com
James D. Llewellyn	2732	PO Box 567 Atlantic Beach, NC 28512	252-559-2714	252-726-1973	judgelew@embarqmail.com

<b>Name</b>	<b>Bar #</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>	<b>Email</b>
Charles K. McCotter		PO Box 12800 Newbern, NC 28561-2800	252-635-1005	252-635-5050	ckm@justice.com
Peter M. McHugh	6269	915 Country Club Drive Reidsville, NC 27320	336-361-9557	336-361-9569	pmchugh@triad.rr.com
Charles E. Nichols	10448	PO Box 20389 Raleigh, NC 27619-0389	919-787-8800	919-781-0811	nichols@manningfulton.com
Jeffrey B. Parsons	16006	PO Box 30933 Raleigh, NC 27622	919-789-9242	919-789-9242	jparsons@cgspllc.com
J. Dickson Phillips	8941	PO Drawer 4825 Chapel Hill, NC 27515	919-967-8989	919-419-1429	dphillips@lapgh.com
Lacy M. Presnell	7272	PO Box 10867 Raleigh, NC 27605	919-782-1441	919-782-2311	lpresnell@bdppa.com
John L. Shaw	3950	PO Box 10096 Raleigh, NC 27605	919-783-6400	919-783-1075	jshaw@poynerspruill.com
Edwin M. Speas	4112	PO Box 10096 Raleigh, NC 27607	919-783-6400	919-783-1075	espeas@poynerspruill.com
Odes L. Stroupe	4983	3105 Glenwood Ave., Suite 300 Raleigh, NC 27612	919-881-0338	919-881-9548	stroupe@bcs-law.com
Arthur A. Vreeland	6899	4 Parkmont Court Greensboro, NC 27408	336-288-7500	336-288-7500	aavreeland@aol.com
Charles P. Younce	4891	PO Box 3486 Greensboro, NC 27402	336-379-0123	336-379-9894	cyounce@jymmlaw.com
Julia F. Youngman	21320	PO Box 33550 Raleigh, NC 27636	919-865-7000	919-865-7010	julie_youngman@elliswinters.com



**APPENDIX B**  
**CONTRACTOR'S SALES TAX REPORT**  
N.C. STATE & LOCAL SALES TAXES PAID

OWNER: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
FOR PERIOD: \_\_\_\_\_  
TO: \_\_\_\_\_

VENDOR	MATERIAL PURCHASED	ADDRESS	INVOICE NUMBER	DATE	INVOICE SUBTOTAL	N.C. TAX	COUNTY TAX	TRANSIT TAX	NAME OF COUNTY WHERE GOODS WERE RECEIVED

TOTALS \_\_\_\_\_

I hereby certify that, during the period stated above, North Carolina sales and use taxes were paid as listed above, with respect to building materials, supplies, fixtures, and equipment which have become a part of, or annexed to, a building or structure erected, altered or repaired for the County of Wake, and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina sales and use taxes paid thereon, and the cost of property withdrawn from warehouse stock and North Carolina sales or use taxes paid thereon are as set forth above.

Sworn to and Subscribed before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_ Notary

My Commission expires \_\_\_\_\_.

Title: \_\_\_\_\_

## SECTION 011000 - SUMMARY

### 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:

1. Project information.
2. Work covered by Contract Documents.
3. Owner-furnished products.
4. Work under Owner's separate contract.
5. Items to be removed and to remain.
6. Access to site.
7. Work restrictions.
8. Specification and drawing conventions.
9. Miscellaneous provisions.

- B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: West Regional Library Renovation.

1. Project Location: 4000 Louis Stephens Drive, Cary, North Carolina 27519.

- B. Owner: Wake County.

1. Owner's Representative: Patrick McHugh.

- C. Architect: Clearscapes, PA; 501 S. Person St., Raleigh, NC 27601.

- D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Mechanical, Electrical & Plumbing: Sigma Engineering Solutions – 5909 Falls of Neuse Rd., Suite 101, Raleigh, NC 27609.

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

1. The project includes but is not limited to: Upgrading of interior finishes including removal of certain existing finishes in preparation for installation of new finishes, plus the addition and replacement of miscellaneous items such as window shades. The project also includes plumbing, major mechanical and electrical work associated with the interior work. Select millwork will be refinished in addition to installation of new millwork. Limited door and wall work is also included. Exterior improvements include pressure washing of the building exterior and removal and replacement of exterior sealants on building exterior, building lighting, bollard covers and replacing the air-cooled chiller.
2. New furnishings and shelving are under separate contract.

#### B. Type of Contract:

1. Project will be constructed under a single prime contract.

#### 1.5 WORK UNDER OWNER'S SEPARATE CONTRACT

- A. Work with Separate Contractors: Cooperate fully with Owner's separate contractors, so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under Owner's separate contracts.
- B. Preceding Work: Owner will award separate contract for the following construction operations at Project site. Those operations are scheduled to be substantially complete before Work under this Contract begins.
  1. Library shelving.
  2. Book Return bins.
  3. Furnishings.

#### 1.6 ITEMS TO BE REMOVED AND TO REMAIN

- A. The following items of work will be removed before Work under this contract begins:
  1. Fire extinguishers.
  2. AV at adult program room (Cabling to remain)
  3. Most networking switches, except as required for life safety and building controls.
  4. White boards and tackboards.
- B. Typical items remain in place when this contract begins:
  1. Service desks.
  2. Work counters and overhead storage.
  3. Built-in millwork (i.e. counters with sinks, youth shelving, benches in children's program room and Lobby display cases).
  4. Dishwasher.

5. Metal lockers.
6. Signage.
7. Toilet accessories.
8. Window treatments.

#### 1.7 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

#### 1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, unless otherwise indicated.
  1. Weekend Hours: As approved by the Owner.
  2. Early Morning Hours: As approved by authorities having jurisdiction.
  3. Hours for Utility Shutdowns: As approved by the Owner.
  4. Hours for High Noise Activities: Per the rules set forth by authorities having jurisdiction.
- C. Existing Utility Interruptions: This facility will not be occupied by Owner or others unless permitted during the construction period.
- D. Controlled Substances: Use of tobacco (smoking and vaping) products and other controlled substances on entire Project site is prohibited.
- E. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
  1. Maintain list of approved personnel with Owner's representative.

#### 1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012100 - ALLOWANCES

### 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 governing allowances.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
  - 2. Unit-cost allowances.
- C. Related Requirements:
  - 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
  - 2. Section 014000 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

#### 1.3 DEFINITIONS

- A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

#### 1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.5 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.6 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials under allowance, and shall include taxes, freight and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.7 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
  - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
  - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs due to a change in the scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
  - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Lump-Sum Allowance: Include the sum of \$45,000 for Telecom/wiring.
  - 1. This allowance is for manufacturer's invoice cost for material and installation only.
  - 2. Base Bid includes applicable taxes, receiving, handling, delivery, and Contractor overhead and profit.
- B. Allowance No. 2: Lump-Sum Allowance: Include the sum of \$44,000 for signage, including wall decal.
  - 1. This allowance is for manufacturer's invoice cost for material and installation only.
  - 2. Base Bid includes applicable taxes, receiving, handling, delivery, and Contractor overhead and profit.
- C. Allowance No. 3: Lump-Sum Allowance: Include the sum of \$93,000 for security.
  - 1. This allowance is for manufacturer's invoice cost for material and installation only.
  - 2. Base Bid includes applicable taxes, receiving, handling, delivery, and Contractor overhead and profit.
  - 3. Conduit, door hardware and electrical power supporting the security system is part of the Base Bid.
- D. Allowance No. 4: Lump-Sum Allowance: Include the sum of \$15,000 for building permit and unforeseen conditions.
  - 1. The costs of all inspection fees are the responsibility of the General Contractor and are not included in the allowance. Note: the actual cost of the Building Permit will be rectified via change order once the correct amount is known.



- E. Allowance No. 5: Include an allowance for exit signs, including 50 LF of conduit and wiring, material and labor. Allowance Quantity: 2 each.
- F. Allowance No. 6: Include an allowance for horn/strobes, including 50 LF of conduit and wiring, material and labor. Allowance Quantity: 2 each.
- G. Allowance No. 7: Include an allowance for smoke detectors, including 50 LF of conduit and wiring, material and labor. Allowance Quantity: 2 each.

END OF SECTION 012100

## SECTION 012200 - UNIT PRICES

### 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 unit prices.
- B. Related Requirements:
  - 1. Section 01 2100 "Allowances" for procedures for using unit prices to adjust quantity allowances.
  - 2. Section 01 2600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
  - 3. Section 01 4000 "Quality Requirements" for field testing by an independent testing agency.

#### 1.3 DEFINITIONS

- A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the Part 3 "Schedule of Unit Prices" Article contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1: Exit Lights.

1. Allowance No. One: Exit lights provided and installed at locations directed by the Architect or by the Fire Marshall. Include 50 feet of conduit and wire for each exit light.
2. Allowance Quantity: Two(2).

B. Unit Price No. 2: Horn/Strobes.

1. Allowance No. Two: Horn/strobes provided and installed at locations directed by the Architect or by the Fire Marshall. Include 50 feet of wiring and conduit and one surface mounted box for each horn/strobe.
2. Allowance Quantity: Two(2).

C. Unit Price No. 3: Smoke Detectors.

1. Allowance No. Three: Smoke detectors provided and installed at locations directed by the Architect or by the Fire Marshall. Include 50 feet of conduit and wire for connection to lighting circuit.
2. Allowance Quantity: Two(2).

END OF SECTION 012200

## SECTION 012300 - ALTERNATES

### 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 alternates.

#### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

#### 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include, as part of each alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Replace AHU-1.

1. Base Bid: Existing Air Handling Unit #1 to remain.
2. Alternate: Replace Air Handling Unit #1 as specified in Division 23 "Heating, Ventilation and Air Conditioning." Include AHU unit, enlarging housekeeping pad, ductwork, plenum box and reworking duct detector.

B. Alternate No 2: Replace Toilet Compartments.

1. Base Bid: Replace toilet compartments and associated accessories as specified in Section 102113 "Plastic Toilet Compartments" and Section 102800 "Toilet and Bath Accessories."
2. Alternate: Existing toilet compartments to remain as existing.

3.2 SCHEDULE OF PREFERRED ALTERNATES

A. Alternate No. A: Preferred Brand Door Hardware.

1. Base Bid: Bid locksets and exit devices as specified in Section 087100 "Door Hardware."
2. Alternate: All new locksets to be Yale to match existing and the exit device for door 110 to be Sargent 80 series to match existing.

B. Alternate No. B: Preferred Brand Ceiling.

1. Base Bid: Bid ceiling tiles as specified in Section 095113 "Acoustical Panel Ceilings."
2. Alternate: Acoustical ceiling panels to be Armstrong World Industries, Inc. Ultima 1911A and Armstrong Prelude ML 15/16" Exposed Tee, both to match existing.

END OF SECTION 012300

## SECTION 012500 - SUBSTITUTION PROCEDURES

### 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 substitutions.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for products selected under an allowance.
  - 2. Section 012300 "Alternates" for products selected under an alternate.
  - 3. Section 01 6000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 DEFINITIONS

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

#### 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

- b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

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

## 1.6 PROCEDURES

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

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Requested substitution provides sustainable design characteristics that specified product provided.
    - c. Substitution request is fully documented and properly submitted.
    - d. Requested substitution will not adversely affect Contractor's construction schedule.
    - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - f. Requested substitution is compatible with other portions of the Work.
    - g. Requested substitution has been coordinated with other portions of the Work.
    - h. Requested substitution provides specified warranty.
    - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received prior to the bid in accordance with the General Conditions. Requests received after that time may be rejected at discretion of Architect.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not



satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
- b. Requested substitution does not require extensive revisions to the Contract Documents.
- c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- d. Requested substitution provides sustainable design characteristics that specified product provided.
- e. Substitution request is fully documented and properly submitted.
- f. Requested substitution will not adversely affect Contractor's construction schedule.
- g. Requested substitution has received necessary approvals of authorities having jurisdiction.
- h. Requested substitution is compatible with other portions of the Work.
- i. Requested substitution has been coordinated with other portions of the Work.
- j. Requested substitution provides specified warranty.
- k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### 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 handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

#### 1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

#### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 14 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
- 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  - 7. Proposal Request Form: Use form acceptable to Architect.

#### 1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

#### 1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on Owner's form.

#### 1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs

Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

## SECTION 012900 - PAYMENT PROCEDURES

### 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 necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for procedural requirements governing the handling and processing of allowances.
  - 2. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
  - 3. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 4. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

#### 1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the Schedule of Values to Architect at earliest possible date, but no later than 30 days after initial receipt of the Construction Agreement for signatures.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange schedule of values consistent with format of AIA Document G703.
  3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
      - 1) Labor.
      - 2) Materials.
      - 3) Equipment.
  4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
  5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored on site, but not yet installed.
  7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

9. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the 25th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
  1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored on site, but not yet installed.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
  5. Products list (preliminary if not final).
  6. Schedule of unit prices.
  7. Submittal schedule (preliminary if not final).
  8. List of Contractor's staff assignments.
  9. List of Contractor's principal consultants.
  10. Copies of building permits.
  11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  12. Initial progress report.
  13. Report of preconstruction conference.
  14. Certificates of insurance and insurance policies.
  15. Performance and payment bonds.
  16. Data needed to acquire Owner's insurance.



- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.
  10. Final Sales Tax form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### 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 provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Project Web site.
  - 5. Project meetings.
- B. Related Requirements:
  - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 14 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in

attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office and by each temporary telephone. Keep list current at all times.

#### 1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

## 1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
  - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
  - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
  - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
  - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
  - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
  - f. Indicate required installation sequences.
  - g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

- B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.

3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
  4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
  6. Mechanical and Plumbing Work: Show the following:
    - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    - c. Fire-rated enclosures around ductwork.
  7. Electrical Work: Show the following:
    - a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
    - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
    - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
    - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
  8. Fire-Protection System: Show the following:
    - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
  9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
  10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 013300 "Submittal Procedures."
- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
  2. File Preparation Format: DWG, operating in Microsoft Windows operating system.
  3. File Submittal Format: Submit or post coordination drawing files using Portable Data File (PDF) format.

4. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
  - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
  - b. Digital Data Software Program: Drawings are available in PDF format.
  - c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.

#### 1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716.
  1. Attachments shall be electronic files in Adobe Acrobat PDF format.

- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
    - h. RFIs addressing more than one subject or item.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain and submit a tabular log of RFIs organized by the RFI number. Submit log at intervals acceptable to the Architect. Include the following:
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were returned without action or withdrawn.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three (3) days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 CLOUD OR WEB BASED PROJECT MANAGEMENT SOFTWARE OR WEB SITE

- A. Provide, administer, and use Project Web site or Owner approved web-based Project software site for purposes of hosting and managing Project communication and documentation until Final Completion.
- B. The Project Web-based software or web site shall include at a minimum the following functions and functions:
  - 1. Project directory – including names of individuals, companies and contact information
  - 2. Project correspondence and creation, logging, and tracking of communications required in other Specification sections including Minor Changes in the Work, Construction Change Directives and Change Orders
  - 3. Procedures for handling PDFs or other similar digital file formats and allowing markups by each entity including security features to lock markups against changes once submitted
  - 4. Meeting minutes – creating and distributing.
  - 5. Contract modifications forms and logs.
  - 6. RFI forms and logs.
  - 7. Task and issue management.
  - 8. Management of construction progress photo documentation.
  - 9. Schedule and calendar management.
  - 10. Submittals forms and logs.
  - 11. Processing and tracking of payment application forms.
  - 12. Document management - drawing and specification document hosting, viewing, and updating including revision control.
  - 13. Reminder and tracking functions.
  - 14. Archiving functions.
  - 15. Mobile device compatibility including smartphones and tablets
- C. Provide up to seven Project Management access profiles or Project Web site user licenses for use of the Owner, Owner's Commissioning Authority, Architect, and Architect's consultants. Provide four hours of software training at Architect's office for Project Web site users.
- D. PDF Document Preparation: Where PDFs are required to be submitted to the Designer and/or Owner, prepare as follows:
  - 1. Assemble Complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item
  - 2. Name file with submittal number or other unique identifier, including revision identifier in appropriate sequence.
  - 3. Certifications: where digitally submitted certificates and certifications are required provide a digital signature with digital certificate where indicated.
- E. At completion of Project, provide one complete archive copy(ies) of Management Software information or Project Web site files to Owner and to Designer in a digital storage format that is readable by common desktop software applications and acceptable to Owner and Designer.



- F. Contractor, subcontractors, and other parties granted access by Contractor to Management Software or Project Web site shall execute a data licensing agreement in the form of Agreement acceptable to Owner and Designer

## 1.8 PROJECT MEETINGS

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

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect and coordinate scheduled meeting dates and times a minimum of three (3) days prior to the meeting date and any requested rescheduled meeting dates.
2. Minutes for Architect-led twice monthly progress meetings: Architect shall coordinate and record significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned, including Owner and Contractor, within three (3) days of the meeting.
3. Minutes for Contractor-led regular weekly progress meetings: Contractor shall coordinate with and submit information to the Architect to record significant discussions and agreements achieved during Contractor-led meetings and distribute the meeting minutes to everyone concerned, including Owner and Architect, within three (3) days of the meeting.

- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Conduct the conference to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of Owner, Architect and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:
  - a. Tentative construction schedule.
  - b. Phasing.
  - c. Critical work sequencing and long-lead items.
  - d. Designation of key personnel and their duties.
  - e. Lines of communications.
  - f. Procedures for processing field decisions and Change Orders.
  - g. Procedures for RFIs.
  - h. Procedures for testing and inspecting.
  - i. Procedures for processing Applications for Payment.
  - j. Distribution of the Contract Documents.
  - k. Submittal procedures.
  - l. Preparation of record documents.
  - m. Use of the premises and existing building.

- n. Work restrictions.
  - o. Working hours.
  - p. Owner's occupancy requirements.
  - q. Responsibility for temporary facilities and controls.
  - r. Procedures for moisture and mold control.
  - s. Procedures for disruptions and shutdowns.
  - t. Construction waste management and recycling.
  - u. Parking availability.
  - v. Office, work, and storage areas.
  - w. Equipment deliveries and priorities.
  - x. First aid.
  - y. Security.
  - z. Progress cleaning.
4. Minutes: Architect will record and distribute meeting minutes from the preconstruction meeting. Contractor shall be responsible for distributing meeting minutes to all subcontractors; suppliers; and other concerned parties to ensure clear understanding of pre-construction meeting topics and coordination items reviewed among all construction trades.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction and before each new major subcontractor or vendor begins work on the site. Contractor will conduct conferences and record and distribute meeting minutes.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect and Owner of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility requirements.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written instructions.
    - n. Warranty requirements.
    - o. Compatibility of materials.
    - p. Acceptability of substrates.
    - q. Temporary facilities and controls.
    - r. Space and access limitations.

- s. Regulations of authorities having jurisdiction.
  - t. Testing and inspecting requirements.
  - u. Installation procedures.
  - v. Coordination with other work.
  - w. Required performance results.
  - x. Protection of adjacent work.
  - y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  2. Attendees: Authorized representatives of Owner, Architect and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of record documents.
    - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - c. Submittal of written warranties.
    - d. Requirements for preparing operations and maintenance data.
    - e. Requirements for delivery of material samples, attic stock, and spare parts.
    - f. Requirements for demonstration and training.
    - g. Preparation of Contractor's punch list.
    - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    - i. Submittal procedures.
    - j. Owner's partial occupancy requirements.
    - k. Installation of Owner's furniture, fixtures, and equipment.
    - l. Responsibility for removing temporary facilities and controls.
  4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

- E. Progress Meetings: Regular construction progress meetings will be held on a weekly basis throughout the duration of construction. The Contractor will conduct these weekly progress meetings and be responsible for providing construction progress updates at these intervals accordingly. The Designer will lead a minimum of two of these progress meetings each month. The Designer will be responsible for ongoing coordination with the Contractor on documenting project progress, completion and status of work and outstanding project issues as noted in general meetings and meeting minutes section above. This information is to be compiled in singular comprehensive meeting minute format for distribution to all parties.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Progress cleaning.
      - 10) Quality and work standards.
      - 11) Status of correction of deficient items.
      - 12) Field observations.
      - 13) Status of RFIs.
      - 14) Status of proposal requests.
      - 15) Pending changes.
      - 16) Status of Change Orders.
      - 17) Pending claims and disputes.

- 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
    - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- F. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each contractor present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.

- 12) Quality and work standards.
  - 13) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### 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 documenting the progress of construction during performance of the Work, including the following:
  - 1. Startup construction schedule.
  - 2. Contractor's construction schedule.
  - 3. Construction schedule updating reports.
  - 4. Daily construction reports.
  - 5. Material location reports.
  - 6. Site condition reports.
  - 7. Special reports.
- B. Related Requirements:
  - 1. Section 013300 "Submittal Procedures" for submitting schedules and reports.
  - 2. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships.

Network calculations determine when activities can be performed and the critical path of Project.

- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. PDF electronic file.
- B. Startup construction schedule.
  - 1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.



1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
  3. Total Float Report: List of all activities sorted in ascending order of total float.
  4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.
- F. Construction Schedule Updating Reports: Submit with Applications for Payment.
- G. Daily Construction Reports: Submit at monthly intervals.
- H. Special Reports: Submit at time of unusual event.
- I. Qualification Data: For scheduling consultant.

#### 1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.
- B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
1. Review software limitations and content and format for reports.
  2. Verify availability of qualified personnel needed to develop and update schedule.
  3. Discuss constraints, including work stages, area separations, interim milestones and partial Owner occupancy.
  4. Review delivery dates for Owner-furnished products.
  5. Review schedule for work of Owner's separate contracts.
  6. Review submittal requirements and procedures.
  7. Review time required for review of submittals and resubmittals.
  8. Review requirements for tests and inspections by independent testing and inspecting agencies.
  9. Review time required for Project closeout and Owner startup procedures.
  10. Review and finalize list of construction activities to be included in schedule.
  11. Review procedures for updating schedule.

#### 1.6 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
    - a. Air handling unit
    - b. Chiller
  3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
  1. Work under More Than One Contract: Include a separate activity for each contract.
  2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.

3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  4. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  5. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
  6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Mockups.
    - e. Fabrication.
    - f. Sample testing.
    - g. Deliveries.
    - h. Installation.
    - i. Tests and inspections.
    - j. Adjusting.
    - k. Curing.
    - l. Building flush-out.
    - m. Startup and placement into final use and operation.
  7. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    - a. Structural completion.
    - b. Temporary enclosure and space conditioning.
    - c. Permanent space enclosure.
    - d. Completion of mechanical installation.
    - e. Completion of electrical installation.
    - f. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

- E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
  - 1. See Section 012900 "Payment Procedures" for cost reporting and payment procedures.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  - 1. Unresolved issues.
  - 2. Unanswered Requests for Information.
  - 3. Rejected or unreturned submittals.
  - 4. Notations on returned submittals.
  - 5. Pending modifications affecting the Work and Contract Time.
- G. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

## 2.2 STARTUP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type construction schedule within seven days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

## 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's construction schedule using a cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for the Notice to Proceed.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
  2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
  3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.
    - e. Fabrication.
    - f. Utility interruptions.
    - g. Installation.
    - h. Work by Owner that may affect or be affected by Contractor's activities.
    - i. Testing.
    - j. Punch list and final completion.
    - k. Activities occurring following final completion.
  2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
  3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
    - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Architect's approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
  - a. Each activity cost shall reflect an appropriate value subject to approval by Architect.
  - b. Total cost assigned to activities shall equal the total Contract Sum.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
  1. Contractor or subcontractor and the Work or activity.
  2. Description of activity.
  3. Main events of activity.
  4. Immediate preceding and succeeding activities.
  5. Early and late start dates.
  6. Early and late finish dates.
  7. Activity duration in workdays.
  8. Total float or slack time.
  9. Average size of workforce.
  10. Dollar value of activity (coordinated with the schedule of values).
- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
  1. Identification of activities that have changed.
  2. Changes in early and late start dates.
  3. Changes in early and late finish dates.
  4. Changes in activity durations in workdays.
  5. Changes in the critical path.
  6. Changes in total float or slack time.
  7. Changes in the Contract Time.
- H. Value Summaries: Prepare two cumulative value lists.
  1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
  2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
  3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.

4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
  - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
  - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

## 2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Equipment at Project site.
  5. Material deliveries.
  6. High and low temperatures and general weather conditions, including presence of rain or snow.
  7. Accidents.
  8. Meetings and significant decisions.
  9. Unusual events (see special reports).
  10. Stoppages, delays, shortages, and losses.
  11. Meter readings and similar recordings.
  12. Emergency procedures.
  13. Orders and requests of authorities having jurisdiction.
  14. Change Orders received and implemented.
  15. Construction Change Directives received and implemented.
  16. Services connected and disconnected.
  17. Equipment or system tests and startups.
  18. Partial completions and occupancies.
  19. Substantial Completions authorized.

## 2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
  - 1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
  - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200



## SECTION 013300 - SUBMITTAL PROCEDURES

### 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 requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule and showing a complete list of all submittals required by the construction documents. This schedule shall be submitted within thirty (30) days after Notice to Proceed is issued and will indicate which specification section or drawing the submittal requirement was noted. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.
    - g. Scheduled date of fabrication.
    - h. Scheduled dates for installation.
    - i. Activity or event number.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
    - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Digital Drawing Software Program: The Contract Drawings are available in PDF format.

- c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.
  - d. The following digital data files will be furnished for each appropriate discipline:
    - 1) Floor plans.
    - 2) Reflected ceiling plans.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. 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. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. NOTE: The Architect will require that all submittals for interior finishes shall be submitted before starting reviews. All finishes will be reviewed simultaneously.
  2. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  3. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  4. Resubmittal Review: Allow 15 days for review of each resubmittal.
  5. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
  6. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- D. Paper Submittals:
1. Do not provide paper submittals unless approved by Architect.

- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed PDF file, or other format indicated by Project software website, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of firm or entity that prepared submittal.
    - g. Names of subcontractor, manufacturer, and supplier.
    - h. Category and type of submittal.
    - i. Submittal purpose and description.
    - j. Specification Section number and title.
    - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
    - l. Drawing number and detail references, as appropriate.
    - m. Location(s) where product is to be installed, as appropriate.
    - n. Related physical samples submitted directly.
    - o. Indication of full or partial submittal.
    - p. Transmittal number, numbered consecutively.
    - q. Submittal and transmittal distribution record.
    - r. Other necessary identification.
    - s. Remarks.
  5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
    - a. Project name.
    - b. Number and title of appropriate Specification Section.
    - c. Manufacturer name.
    - d. Product name.
- F. Options: Identify options requiring selection by Architect.

- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Action Submittals: Architect will review each submittal, indicate corrections or revisions required.
  - 3. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
  - 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.

- b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- 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 published 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 catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's printed and published installation instructions
    - d. Standard color charts.
    - e. Statement of compliance with specified referenced standards.
    - f. Testing by recognized testing agency.
    - g. Application of testing agency labels and seals.
    - h. Notation of coordination requirements.
    - i. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. PDF electronic file.
- 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, unless submittal based on Architect's digital data drawing files is otherwise permitted.
  1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit any required hard paper copy Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
  3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. Provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit t sets of Samples. Architect will retain **two** Sample sets; remainder will be returned.

- 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
  - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- F. Contractor's Construction Schedule: Comply with requirements specified in Section 01 3200 "Construction Progress Documentation."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 2900 "Payment Procedures."
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 4000 "Quality Requirements."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 7700 "Closeout Procedures."
- J. Maintenance Data: Comply with requirements specified in Section 01 7823 "Operation and Maintenance Data."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.



- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- T. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- U. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- V. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- W. Design Data: Prepare and submit 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.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract

Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. 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.

### 3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### 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 requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

#### 1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power and Gas Service from Existing System: The electric and gas (heating) utilities will be the responsibility of the contractor for the duration of the project. These utilities will be transferred at the Notice to Proceed and again at Substantial Completion..

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- B. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.

1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
  2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
  3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- C. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
1. Locations of dust-control partitions at each phase of work.
  2. HVAC system isolation schematic drawing.
  3. Location of proposed air-filtration system discharge.
  4. Waste handling procedures.
  5. Other dust-control measures.

## 1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines.

## 1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

- B. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches (914 by 1624 mm).
- C. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.
- D. HVAC: Duct/grill filter media.

## 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
  - 3. Drinking water and private toilet.
  - 4. Coffee machine and supplies.
  - 5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
  - 6. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

## 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Owner may authorize use of permanent HVAC system. If not, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.

2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction and marked for intended location and application.
  3. Maintain heating and cooling as required to prevent damages to finishes to remain.
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation and maintenance of fixtures and facilities.
  1. Toilets: Use of Owner's existing toilet facilities will not be permitted.
- D. Heating and Cooling: Provide heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- E. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
    - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
    - b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
  2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
  3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- G. Electric Power Service: Electric power service will be transferred to the responsibility of the Contractor. Contractor shall maintain equipment in a condition acceptable to Owner.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  2. Install lighting for Project identification sign.
- I. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel.
1. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Contractor's emergency after-hours telephone number.
    - e. Architect's office.
    - f. Engineers' offices.
    - g. Owner's office.
    - h. Principal subcontractors' field and home offices.

2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Project Signs:
  1. Temporary Signs: Provide signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors for access and parking. Limit to one (1) entrance.
  2. Maintain and touchup signs so they are legible at all times.
- D. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  1. Comply with work restrictions specified in Section 01 1000 "Summary."
- C. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.



- E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- G. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate other areas from fumes and noise.
  - 1. Construct dustproof partitions with two layers of 6-mil (0.14-mm) polyethylene sheet on each side. Cover floor with two layers of 6-mil (0.14-mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.
  - 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  - 3. Insulate partitions to control noise transmission to occupied areas.
  - 4. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
  - 5. Protect air-handling equipment.
  - 6. Provide walk-off mats at each entrance through temporary partition.
- H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

### 3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use permanent HVAC system to control humidity.
  - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
  - b. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

## 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.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for products selected under an allowance.
  - 2. Section 012300 "Alternates" for products selected under an alternate.
  - 3. Section 012500 "Substitution Procedures" for requests for substitutions.

#### 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.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

#### 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. 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 weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 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," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
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. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
  - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered, unless otherwise indicated.
  - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
  - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that

- complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered, unless otherwise indicated.
- b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
    - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
  - D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- 2.2 COMPARABLE PRODUCTS
- 1. See Section 012500 "Substitution Procedures."

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

## SECTION 017300 - EXECUTION

### 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 general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Installation of the Work.
  - 2. Cutting and patching. Including masonry walls and concrete slabs-on-grade.
  - 3. Progress cleaning.
  - 4. Starting and adjusting.
  - 5. Protection of installed construction.
  - 6. Correction of the Work.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for limits on use of Project site.
  - 2. Section 013300 "Submittal Procedures" for submitting surveys.
  - 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
  - 4. Section 024119 "Selective Structure Demolition" for demolition and removal of selected portions of the building.

#### 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:



1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
  - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

## 1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
  2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
    - a. Primary operational systems and equipment.
    - b. Fire separation assemblies.
    - c. Air or smoke barriers.
    - d. Fire-suppression systems.
    - e. Mechanical systems piping and ducts.
    - f. Control systems.
    - g. Communication systems.
    - h. Fire-detection and -alarm systems.
    - i. Conveying systems.
    - j. Electrical wiring systems.
    - k. Operating systems of special construction.
  3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Coordinate with authorities having jurisdiction information necessary to adjust, move or relocate existing utility structures, utility poles, lines, services or other utility appurtenances located in or affected by construction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners and installation materials that are not considered hazardous.

#### 3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Damaged Ceramic Tile: Cut and remove damaged tiles with hand tools without damaging adjacent undamaged tiles.
  5. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  6. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  7. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

- b. Ceramic Tile: Replace damaged tiles with tiles matching existing as closely as possible. Grout for replaced tiles shall match existing.
  - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 7419 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period.

### 3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### 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 the following:
  - 1. Salvaging nonhazardous construction waste.
  - 2. Recycling nonhazardous construction waste.
  - 3. Disposing of nonhazardous construction waste.
- B. Related Requirements:
  - 1. Section 042000 "Unit Masonry" for disposal requirements for masonry waste.
  - 2. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

#### 1.3 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.



#### 1.4 PERFORMANCE REQUIREMENTS

- A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

1. Construction Waste:

- a. Masonry and CMU.
- b. Lumber.
- c. Wood sheet materials.
- d. Wood trim.
- e. Metals.
- f. Roofing.
- g. Insulation.
- h. Carpet and pad.
- i. Gypsum board.
- j. Piping.
- k. Electrical conduit.
- l. Packaging: Salvage and recycle 100 percent If the following uncontaminated materials:
  - 1) Paper.
  - 2) Cardboard.
  - 3) Boxes.
  - 4) Plastic sheet and film.
  - 5) Polystyrene packaging.
  - 6) Wood crates.
  - 7) Plastic pails.

#### 1.5 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 30 days of date established for the Notice to Proceed.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- B. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

## 1.7 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference(s): Conduct conference(s) at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
  - 1. Review and discuss waste management plan including responsibilities of each contractor and waste management coordinator.
  - 2. Review requirements for documenting quantities of each type of waste and its disposition.
  - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  - 5. Review waste management requirements for each trade.

## 1.8 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Use Form CWM-1 for construction waste. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Use Form CWM-3 for construction waste. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
  - 1. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
  - 2. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
  - 3. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
  - 1. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
  - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
  - a. Inspect containers and bins for contamination and remove contaminated materials if found.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

### 3.3 RECYCLING CONSTRUCTION WASTE

#### A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

#### B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

#### C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.
  - a. Comply with requirements in Section 329300 "Plants" for use of clean ground gypsum board as inorganic soil amendment.

#### D. Paint: Seal containers and store by type.

#### E. Carpet: Roll large pieces tightly after removing debris, trash, adhesive and tack strips.

1. Store clean, dry carpet in a closed container or trailer provided by carpet reclamation agency or carpet recycler.

- F. Carpet Tile: Remove debris, trash, and adhesive.
  - 1. Stack tile on pallet and store clean, dry carpet in a closed container or trailer provided by carpet reclamation agency or carpet recycler.

### 3.4 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. General: Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner's property.
- C. Burning: Do not burn waste materials.

END OF SECTION 017419

## 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 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for progress cleaning of Project site.
  - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
5. Submit HVAC / mechanical system test/adjust/balance records.
6. Submit changeover information related to Owner's occupancy, use, operation and maintenance.
7. Schedule to complete the Punch list and value of Work not yet complete.

- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment. Demonstrate that air and water systems are balanced and that automatic temperature control system is in control of all equipment as indicated. This may require separate demonstrations if controls cannot be tested for applicable seasons of the year.
4. Submit written certification that testing/adjusting/balancing operations have been completed, and that systems are operational and under control in conformance with requirements of Division 1.

5. Complete testing of the electronic security and access control equipment demonstrating security control.
  6. Perform preventive maintenance on equipment used prior to Substantial Completion.
  7. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
  8. Advise Owner of changeover in heat and other utilities.
  9. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  11. Complete final cleaning requirements, including touchup painting.
  12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

## 1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 01 2900 "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report.
  5. Consent of Surety to final payment.
  6. Affidavit that payrolls, bills for materials and equipment and any other indebtedness connected with the Work have been paid or otherwise satisfied submitted on Affidavit of Payment of Debts and Claims.
  7. Release of waiver of liens.



8. Certified building survey and as-built information as required by the Contract Documents.
  9. Documentation of approval by City's Development Services Inspections Department and any other applicable regulatory entities for any final inspection items.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.
  4. Submit list of incomplete items in the following format:
    - a. MS Excel electronic file. Architect will return annotated file.

#### 1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) 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.

## 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.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated 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.
  - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - e. Remove snow and ice to provide safe access to building.
  - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - h. Sweep concrete floors broom clean in unoccupied spaces.
  - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
  - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - k. Remove labels that are not permanent.
  - l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
  - p. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
  - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

# PROJECT CLOSE-OUT CHECK LIST

Project: West Regional Library Renovation  
Page 1

<u>TASK DESCRIPTION</u>	<u>COMPLETED</u>	<u>DATE</u>
A. General Requirements		
1. Certificate of Substantial Completion (AIA G704) (Executed by Designer, Contractor and Owner)	_____	_____
2. Inspections Certifications		
a. Certificate of Occupancy (By Building Inspections Officials)	_____	_____
b. Copy of Building Official Inspection Card (Showing required inspection approvals)	_____	_____
c. Regulatory Inspection Sign-Offs (as applicable)		
(1) General Contract	_____	_____
(2) Plumbing Subcontract	_____	_____
(3) Fire Protection Contract	_____	_____
(4) Mechanical Contract	_____	_____
(5) Electrical Contract	_____	_____
(6) Certification Reports for All Backflow Assemblies (Includes Plumbing, HVAC, Fire Protection as applicable)	_____	_____
(7) Well Water Quality Test Report (if applicable)	_____	_____
(8) Other Certifications as Required (NCDFS, NC DOT, NC Land Quality, Local Government, Utilities, Health Dept., Fireproofing Certification, Structural Steel Inspection Certification, etc.)	_____	_____
3. Closeout Reports & Documentation		
a. Owner Instruction and Training with Equipment and Systems (Memo/List of Attendees required for each session)	_____	_____
b. HVAC Test and Balance Report (Approval cover letter from Designer required)	_____	_____
c. Attic Stock Turnover (Transfer to Owner with Typed Inventory Required)	_____	_____
d. Keys & Permanent Hardware Changeover (Delivery of Final Keys and Cabinet to Owner; Memo of Hardware Changeover Date)	_____	_____

# PROJECT CLOSE-OUT CHECK LIST

Project: West Regional Library Renovation  
Page 2

<u>TASK DESCRIPTION</u>	<u>COMPLETED</u>	<u>DATE</u>
e. Insurance Coverage Change Over	_____	_____
f. Utility Account Change Over		
(1) Electric Service	_____	_____
(2) Gas Service	_____	_____
(3) Water Service	_____	_____
(4) Other Utility Service	_____	_____
B. Record Document Requirements		
1. As-built drawings		
a. Site/Civil	_____	_____
b. Architectural & Structural	_____	_____
c. Plumbing	_____	_____
d. Fire Protection	_____	_____
e. Mechanical	_____	_____
f. Electrical	_____	_____
g. Security	_____	_____
h. Other (Kitchen Equipment, etc.)	_____	_____
2. Final Finish Schedule (updated with actual finishes and bound in with O+M Manual)	_____	_____
3. Operation & Maintenance (O+M) Manuals (Approval cover letter from Designer required)	_____	_____
a. Product & Operations Data	_____	_____
b. Maintenance Information	_____	_____
c. Product Warranty Certificates/Maintenance Agreements	_____	_____
3. Shop Drawings – Complete Set (With Architect's Review Stamp)	_____	_____
4. Construction Site Documentation (Contractor's Job Log and Photographs)	_____	_____

PROJECT CLOSE-OUT CHECK LIST

Project: West Regional Library Renovation  
Page 3

<u>TASK DESCRIPTION</u>	<u>COMPLETED</u>	<u>DATE</u>
C. Final Accounting Requirements – by Contractor		
1. Contractor's Certification Of Completion Of Work	_____	_____
2. Affidavit of Release of Liens (AIA G706A)	_____	_____
3. Affidavit of Payment of Debts and Claims (AIA G706)	_____	_____
4. Consent of Surety to Final Payment (AIA G707)	_____	_____
5. Final Certified NC Sales Tax Report	_____	_____
6. Final MBE Documentation (MBE Form-6)	_____	_____
7. Final Request for Payment Certified by Designer	_____	_____
D. Final Accounting Requirements – by Designer		
1. Cover Letter of Approval of Roof Warranty	_____	_____
2. Cover Letter of Approval for O&M Manuals	_____	_____
3. Certification by Architect of Completed Final Punch List	_____	_____
4. Final Completion Certificate executed by Designer	_____	_____
5. Final Liquidated Damages analysis by Designer		
6. Record Drawings (electronic files + 3 reproducible sets of all drawings based on Contractor As-Builts)	_____	_____
E. Warranty Period		
1. Pre-Expiration Warranty Inspection (Inspection 30 days prior to warranty expiration date)	_____	_____

SECTION 017823 - OPERATION AND MAINTENANCE DATA

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 preparing operation and maintenance manuals, including the following:

- 1. Operation manuals for systems, subsystems, and equipment.
- 2. Maintenance manuals for the care and maintenance of products, materials, and finishes.

- B. Related Sections include the following:

- 1. Section 01 3300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
- 2. Section 01 7700 "Closeout Procedures" for submitting operation and maintenance manuals.
- 3. Divisions 2 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 SUBMITTALS

- A. Initial Submittal: Submit one (1) draft copy of each manual at least 15 days before requesting Final Inspection by the Architect. Architect will return the draft copy and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Correct or modify each manual to comply with Architect's comments. Submit three (3) hard copies and one (1) electronic copy (PDF) of each corrected manual within 15 days of receipt of Architect's comments.

1.4 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.



## PART 2 - PRODUCTS

### 2.1 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. For electronic copies, provide separate PDF files for each system and subsystem, with the files clearly named and organized to appear in order when opened in a folder on a computer. Each manual shall contain the following materials, in the order listed:
1. Title page.
  2. Table of contents.
  3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name, address, and telephone number of Contractor.
  6. Name and address of Architect.
  7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
  2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.2 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
  1. System, subsystem, and equipment descriptions.
  2. Performance and design criteria if Contractor is delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
  1. Product name and model number.
  2. Manufacturer's name.
  3. Equipment identification with serial number of each component.
  4. Equipment function.
  5. Operating characteristics.
  6. Limiting conditions.
  7. Performance curves.
  8. Engineering data and tests.
  9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
  1. Startup procedures.
  2. Equipment or system break-in procedures.
  3. Routine and normal operating instructions.
  4. Regulation and control procedures.
  5. Instructions on stopping.
  6. Normal shutdown instructions.
  7. Seasonal and weekend operating instructions.
  8. Required sequences for electric or electronic systems.
  9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

- E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

## 2.3 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

## PART 3 - EXECUTION

### 3.1 MANUAL PREPARATION

- A. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

- B. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- C. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
- D. Comply with Section 01 7700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

## SECTION 017900 - DEMONSTRATION AND TRAINING

### 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 instructing Owner's personnel, including the following:
  - 1. Instruction in operation and maintenance of systems, subsystems and equipment.
  - 2. Demonstration and Training Recordings.
- B. Related Sections:
  - 1. Section 230900 "Direct Digital Control Systems and Building Automation."
  - 2. Section 232123 "Hydronic Pumps."
  - 3. Section 236423 "Air-Cooled Chillers."
  - 4. Section 237313 "Modular Indoor Central-Station Air-Handling Units."

#### 1.3 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Recordings: Submit two copies within seven days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name of Architect.
    - c. Name of Contractor.
  - 2. Transcript: Prepared in PDF electronic format.
  - 3. At completion of training, submit complete training manual(s) for Owner's use prepared in same paper and PDF file format required for operation and maintenance manuals specified in Section 017823 "Operation and Maintenance Data."

#### 1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that

indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

- B. **Factory-Authorized Service Representative Qualifications:** An authorized representative of the manufacturer who is trained and approved by the manufacturer to inspect installation of manufacturer's products that are similar in material, design and extent to those indicated for this project.
- C. **Preinstruction Conference:** Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
  - 1. Inspect and discuss locations and other facilities required for instruction.
  - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  - 3. Review required content of instruction.
  - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

#### 1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

#### 1.6 INSTRUCTION PROGRAM

- A. **Program Structure:** Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. **Training Modules:** Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. **Basis of System Design, Operational Requirements and Criteria:** Include the following:
    - a. System, subsystem, and equipment descriptions.

- b. Performance and design criteria if Contractor is delegated design responsibility.
  - c. Operating standards.
  - d. Regulatory requirements.
  - e. Equipment function.
  - f. Operating characteristics.
  - g. Limiting conditions.
  - h. Performance curves.
2. Documentation: Review the following items in detail:
  - a. Emergency manuals.
  - b. Systems and equipment operation manuals.
  - c. Systems and equipment maintenance manuals.
  - d. Product maintenance manuals.
  - e. Project Record Documents.
  - f. Identification systems.
  - g. Warranties and bonds.
  - h. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
  - a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.

- d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning.
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

## 1.7 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data." Submit draft of educational materials to Designer at time of scheduling training.
- B. Set up instructional equipment at instruction location.

## 1.8 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate and maintain systems, subsystems, and equipment not part of a system.
- B. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner, through the Architect, with at least ten days' advance notice.
- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.



- D. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 017900

## SECTION 024119 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

1. Demolition and removal of selected portions of building.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.
4. Patch and repair existing brick and block masonry walls.
5. Patch and repair existing ceramic tile walls, if damaged during construction.

- B. Related Requirements:

1. Section 011000 "Summary" for Contractor's full use of the premises.
2. Section 017300 "Execution" for cutting and patching procedures.

#### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other

items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

## 1.5 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

## 1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.

B. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection for dust control and for noise control. Indicate proposed locations and construction of barriers.

C. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

D. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.

E. Predemolition Photographs or Video: Submit before Work begins.

F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

- G. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.
- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

#### 1.8 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

#### 1.9 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - 1. Before selective demolition, items to be removed by the Owner are as specified in Section 011000 "Summary."
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

#### 1.10 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include the following:

1. Roof.

- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

2.2 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
  2. Steel Tendons: Locate tensioned steel tendons and include recommendations for de-tensioning.
- F. Survey of Existing Conditions: Record existing conditions by use of measured drawings or preconstruction photographs.
1. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.

2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

### 2.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
  1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary."
- B. Existing Services/Systems to Be Removed, Relocated or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  1. Arrange to shut off indicated utilities with utility companies.
  2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
    - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
    - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
    - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.
- C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

## 2.4 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
  - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.

## 2.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and

contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

5. Maintain adequate ventilation when using cutting torches.
  6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  9. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

## 2.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch (19 mm) at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.



- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.
- E. Ceramic Tile: Remove each full piece of damaged tile and its adhesive. Do not damage adjacent tiles.

## 2.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  - 4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

## 2.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

## SECTION 025140 – CLEANING EXISTING SURFACES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes pressure washing of existing exterior surfaces.
  - 1. Pressure washing shall not include existing ACM wall panels.
- B. Related Requirements:
  - 1. Section 092000 “Joint Sealants” for removal of sealants and backer rods at exterior joints.

#### 1.3 DEFINITIONS

- A. Very Low-Pressure Spray: Under 100 psi (690 kPa).
- B. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
- C. Medium-Pressure Spray: 400 to 800 psi (2750 to 5510 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
- D. High-Pressure Spray: 800 to 1200 psi (5510 to 8250 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For pressure wash equipment.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Cleaning Program.

#### 1.6 QUALITY ASSURANCE

- A. Restoration Specialist Qualifications: Engage an experienced pressure wash and cleaning firm to perform work of this Section. Firm shall have completed work similar in

material, design, and extent to that indicated for this Project with a record of successful in-service performance.

- B. Cleaning Program: Prepare a written cleaning program that describes cleaning process in detail, including materials, methods and equipment to be used, protection of surrounding materials, and control of runoff during operations.
- C. Cleaning and Repair Appearance Standard: Cleaned and repaired surfaces are to have a uniform appearance as viewed from 20 feet (6 m) away by Architect.

## 1.7 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with pressure washing only when existing and forecasted weather conditions cleaning work to be performed according to manufacturers' written instructions and specified requirements.

## PART 2 - PRODUCTS

### 2.1 CLEANING MATERIALS

- A. Water: Potable.
- B. Nonacidic Liquid Cleaner: If required, manufacturer's standard mildly alkaline liquid cleaner formulated for removing mold, mildew and other organic soiling from ordinary building materials, including polished stone, brick, aluminum, plastics and wood.

## PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of areas being pressure washed, building site, plants and surrounding buildings from harm resulting from pressure washing work.
- B. Protect roofing from chemicals and physical wear.

### 3.2 PRESSURE WASHING, GENERAL

- A. Restrictions of Power Washing: The existing exterior metal wall panels (ACM) shall not be pressure washed. See ACM Panel Cleaning Requirements herein below.
- B. Proceed with cleaning in an orderly manner; work from top to bottom of building surfaces and from one end of each elevation to the other. Ensure that dirty residues and rinse water will not wash over cleaned, dry surfaces.

1. Use spray equipment that provides controlled application at volume and pressure indicated, measured at spray tip. Adjust pressure and volume to ensure that cleaning methods do not damage surfaces.
  - a. Equip units with pressure gages.
2. For high-pressure water-spray application, use fan-shaped spray tip that disperses water at an angle best suited for the surface being cleaned.
- C. Perform pressure washing in a manner that results in uniform cleaning of all surfaces, including corners, moldings and interstices and that produces an even effect without streaking or damaging surfaces.
- D. After cleaning is complete, remove protection no longer required. If liquid cleaner is used, remove all cleaner residue from surrounding surfaces.

### 3.3 PRELIMINARY CLEANING

- A. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to cleaning methods being used.
  1. Note: Sealant joints on the building exterior are to be removed and replaced with new sealant and backer rods. As specified in Section 079200 "Joint Sealants", pressure washing shall be completed prior to removal of existing sealants.
  2. Carefully remove heavy accumulations of material from surface of stone with sharp chisel. Do not scratch or chip surfaces.

### 3.4 ACM PANEL CLEANING REQUIREMENTS

- A. Cleaning Solution: A 5-percent solution (one part commonly used commercial detergent to 20 parts water).
- B. Apply solution using cloth, sponges or soft bristle brush. Cleaning of ACM panels should be done on a mild, cloudy day when sunlight is reduced.
- C. Thoroughly rinse panels after cleaning with water.

## SECTION 055000 - METAL FABRICATIONS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Miscellaneous framing and supports.
2. Miscellaneous metal trim.

B. Related Requirements:

1. Section 024119 "Selective Demolition " for new openings to receive stainless steel trim.
2. Section 064116 "Plastic-Laminate Clad Architectural Cabinets" for shelving to be supported by miscellaneous framing.

#### 1.2 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

#### 1.3 ACTION SUBMITTALS

A. Product Data: For the following:

1. Fasteners.

B. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items. Provide Shop Drawings for the following:

1. Miscellaneous framing and supports for applications where framing and supports are not specified in other Sections.
2. Stainless steel trim at Book Returns.

#### 1.4 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel in accordance with the following welding codes:
  - 1. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."

#### 1.5 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

#### 2.2 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names or blemishes.
- B. Steel Plates, Shapes and Bars: ASTM A36/A36M.
- C. Stainless Steel Sheet: ASTM A240/A240M or ASTM A666, Type 304.

#### 2.3 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless steel fasteners.
- B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A307, Grade A (ISO 898-1, Property Class 4.6); with hex nuts, ASTM A563 (ASTM A563M); and, where indicated, flat washers.
- C. Anchors, General: Capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing in accordance with ASTM E488/E488M, conducted by a qualified independent testing agency.

## 2.4 MISCELLANEOUS MATERIALS

- A. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
  - 1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- B. Water-Based Primer: Emulsion type, anticorrosive primer for mildly corrosive environments that is resistant to flash rusting when applied to cleaned steel, complying with MPI#107 and compatible with topcoat.

## 2.5 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form exposed work with accurate angles and surfaces and straight edges.
- D. Weld corners and seams continuously to comply with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- E. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- F. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- G. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

## 2.6 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes and profiles indicated and as necessary to receive adjacent construction.

## 2.7 MISCELLANEOUS METAL TRIM

- A. Unless otherwise indicated, fabricate units from aluminum and steel shapes of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
- B. Provide cutouts, fittings and anchorages as needed to coordinate assembly and installation with other work.

## 2.8 GENERAL FINISH REQUIREMENTS

- A. Finish metal fabrications after assembly.
- B. Finish exposed surfaces to remove tool and die marks and stretch lines and to blend into surrounding surface.

## 2.9 ALUMINUM FINISHES

- A. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.

## 2.10 STEEL FINISHES

- A. Shop prime steel items unless otherwise indicated.
  - 1. Shop prime with universal shop primer indicated.
- B. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.
- C. Stainless Steel: No. 4 satin.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting and Placement: Perform cutting, drilling and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment and elevation;



with edges and surfaces level, plumb, true and free of rack; and measured from established lines and levels.

- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.
- D. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

### 3.2 INSTALLATION OF MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

### 3.3 INSTALLATION OF MISCELLANEOUS STEEL TRIM

- A. Anchor to construction to comply with manufacturer's written instructions.

END OF SECTION 055000

## SECTION 061000 - ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Wood blocking and nailers.
  - 2. Wood furring.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
  - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
  - 3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
  - 4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
  - 5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

#### 1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities

having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

## PART 2 - PRODUCTS

### 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
  - 3. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.
- C. Engineered Wood Products: Provide engineered wood products acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
  - 1. Allowable Design Stresses: Provide engineered wood products with allowable design stresses, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

### 2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWWA U1; Use Category UC2 for interior construction not in contact with the ground.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat all rough carpentry unless otherwise indicated.

### 2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
  - 1. Use treatment that does not promote corrosion of metal fasteners.
  - 2. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
  - 3. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
- C. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.

### 2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
  - 3. Furring.
  - 4. Grounds.
- B. For items of dimension lumber size, provide Construction or No. 2 and any of the following species:

1. Mixed southern pine; SPIB.
  2. Eastern softwoods; NeLMA.
- C. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:
1. Mixed southern pine; No.2 grade; SPIB.
  2. Eastern softwoods, No. 2, NeLMA.
- D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- F. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

## 2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide Type 304 stainless steel fasteners.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry assemblies and equal to four times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

## 2.6 MISCELLANEOUS MATERIALS

- A. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch (0.6 mm).
- B. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
  1. Adhesives shall have a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chlorpyrifos as its active ingredient.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, grounds and similar supports to comply with requirements for attaching other construction.
- B. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels.
- C. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
  1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.
- D. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
  1. Use inorganic boron for items that are continuously protected from liquid water.

2. Use copper naphthenate for items not continuously protected from liquid water.
- E. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
1. NES NER-272 for power-driven fasteners.
  2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
  3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
- F. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

### 3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Where wood-preserved-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- D. Provide permanent grounds of dressed, pressure-preserved-treated, key-beveled lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

### 3.3 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

## SECTION 064113 - WOOD-VENEER-FACED ARCHITECTURAL CABINETS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

1. Architectural wood cabinets.
2. Shop finishing of architectural wood cabinets.
3. Wall shelving.
4. Shelf support brackets.

- B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing cabinets and concealed within other construction before cabinet installation.
2. Section 064116 "Plastic Laminate Clad Architectural Cabinets."
3. Section 096513 "Resilient Base and Accessories" for rubber base at cabinets.
4. Section 123661 "Simulated Stone Countertops" for countertops to be installed with work in this section.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.4 ACTION SUBMITTALS

- A. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.

1. Show details full size.
2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
3. Show locations and sizes of cutouts and holes for electrical switches and outlets and other items installed in architectural wood cabinets.
4. Show veneer leaves with dimensions, grain direction, exposed face, and identification numbers indicating the flitch and sequence within the flitch for each leaf.
5. Apply AWI Quality Certification Program label to Shop Drawings.



B. Samples for Verification:

1. Lumber for transparent finish, not less than 5 inches (125 mm) wide by 12 inches (300 mm) long, for each species and cut, finished on one side and one edge.
2. Veneer leaves representative of and selected from flitches to be used for transparent-finished cabinets.
3. Corner pieces as follows:
  - a. Cabinet-front frame joints between stiles and rails, as well as exposed end pieces, 18 inches (450 mm) high by 18 inches (450 mm) wide by 6 inches (150 mm) deep.
4. Exposed cabinet hardware and accessories, one unit for each type and finish.
5. Polyester resin panels, not less than 6-inches (150 mm) square.

1.5 INFORMATIONAL SUBMITTALS

- A. Woodwork Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
1. AWI certification is not required, but the manufacturer shall follow AWI standards.
- B. Installer Qualifications: Minimum 10 year's experience with similar projects.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver cabinets until painting and similar operations that could damage woodwork have been completed in installation areas. If cabinets must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity between 25 and 55 percent during the remainder of the construction period.
- B. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate

measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed and indicate measurements on Shop Drawings.
- C. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

## 1.9 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that wood-veneer-faced architectural cabinets can be supported and installed as indicated.

## PART 2 - PRODUCTS

### 2.1 ARCHITECTURAL CABINET FABRICATORS

- A. Source Limitations: Engage a qualified woodworking firm to assume undivided responsibility for production of architectural wood cabinets with sequence-matched wood veneers wood doors with face veneers that are sequence matched with woodwork and transparent-finished wood doors that are required to be of same species as woodwork.

### 2.2 ARCHITECTURAL WOOD CABINETS, GENERAL

- A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of architectural wood cabinets indicated for construction, finishes, installation, and other requirements.
1. This work shall comply with AWI standards, including installation.

### 2.3 WOOD CABINETS FOR TRANSPARENT FINISH

- A. Grade: Premium.
- B. Type of Construction: Frameless.
- C. Cabinet and Door and Drawer Front Interface Style: Flush overlay.
- D. Reveal Dimension: 1/4-inch (6.1 mm).
- E. Wood for Exposed Surfaces:

1. Species: White Maple.
2. Cut: Plain sliced.
3. Grain Direction: Vertically for drawer fronts and fixed panels.
4. Matching of Veneer leaves: Book.
5. Veneer Matching Within Panel Face: Center-balance match.

F. Semiexposed Surfaces:

1. Surfaces Other Than Drawer Bodies: Same species and cut indicated for exposed surfaces, stain and finish to match.
2. Drawer Subfronts, Backs, and Sides: Solid-hardwood lumber, same species indicated for exposed surfaces.
3. Drawer Bottoms: Hardwood plywood.

G. Dust Panels: 1/4-inch (6.4-mm) plywood or tempered hardboard above compartments and drawers unless located directly under tops.

H. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.

1. Join subfronts, backs, and sides with glued dovetail joints.

## 2.4 FIXED WALL SHELVING

A. Edge Banding: 3/4-inch (1.9 mm) solid tongue and groove wood.

B. Fixed Open Shelving: Fixed shelves shall be 3/4" inch thick hardwood plywood, matching cabinet construction.

1. Shelves shall be secured to the adjacent substrate as required to support a load of 55lbs. per sq. ft. with maximum shelf deflection of 1/8".

## 2.5 WOOD SHELF SUPPORT BRACKETS

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

1. A & M Hardware.
2. Brunswick.
3. Rakks.

B. Size: As indicated on the drawings.

C. Weight Capacity: 450 lbs.

D. Fasteners: As recommended by the manufacturer.

E. Finish: Satin silver.

## 2.6 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.
  - 1. Wood Moisture Content: 8 to 13 percent.
- B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.
  - 1. Medium-Density Fiberboard: ANSI A208.2, Grade 130, made with binder containing no urea formaldehyde.
  - 2. Particleboard: ANSI A208.1, Grade M-2, Exterior glue, made with binder containing no urea formaldehyde.
  - 3. Softwood Plywood: DOC PS 1.
  - 4. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1, made with adhesive containing no urea formaldehyde.

## 2.7 CABINET HARDWARE AND ACCESSORIES

- A. Frameless Concealed Hinges (European Type): ANSI/BHMA A156.9, B01602, 135 degrees of opening, self-closing.
- B. Back-Mounted Pulls: ANSI/BHMA A156.9, B02011.
- C. Bar Pulls: As indicated on the drawings.
- D. Catches: Magnetic catches, ANSI/BHMA A156.9, B03141.
- E. Adjustable Shelf Standards and Supports: ANSI/BHMA A156.9, B04071; with shelf rests B04081.
- F. Shelf Rests: ANSI/BHMA A156.9, B04013; metal.
- G. Drawer Slides: ANSI/BHMA A156.9.
  - 1. Standard-Duty (Grade 1 and Grade 2): Side mount and extending under bottom edge of drawer.
  - 2. Heavy-Duty (Grade 1HD-100 and Grade 1HD-200): Side mount.
    - a. Type: Full extension.
    - b. Material: Zinc-plated ball bearing slides.
    - c. Motion Feature: Soft close dampener.
  - 3. Pencil drawers not more than 3 inches (75 mm) high and not more than 24 inches (600 mm) wide, provide 50 lb. (22.7 kg) load capacity. Grade 1.

4. General purpose drawers more than 3 inches (75 mm) high, but not more than 6 inches (150 mm) high and not more than 24 inches (600 mm) wide, provide 75 lb (34 kg) load capacity. Grade 1HD-100.
  5. File drawers more than 6 inches (150 mm) high or more than 24 inches (600 mm) wide, provide 100 lb (45 kg) load capacity. Grade 1HD-100.
  6. Lateral file drawers more than 6 inches (150 mm) high and more than 24 inches (600 mm) but not more than 30 inches (762 mm) wide, provide 150 lb (68 kg) load capacity. Grade 1HD-200.
  7. Computer keyboard tray, provide 75 lb (34 kg) load capacity. Grade 1HD-100.
- H. Slides for Sliding Glass Doors: ANSI/BHMA A156.9, B07063, aluminum.
- I. Door Locks: ANSI/BHMA A156.11, E07121.
- J. Drawer Locks: ANSI/BHMA A156.11, E07041.
- K. Door and Drawer Silencers: ANSI/BHMA A156.16, L03011.
- L. Tempered Float Glass for Cabinet Doors: ASTM C1048, Kind FT, Condition A, Type I, Class 1 (clear), Quality Q3, 6 mm thick unless otherwise indicated.
- M. Grommets for Cable Passage: 3-inches (76-mm) OD, molded-plastic grommets and matching plastic caps with slot for wire passage.
1. Color: Putty.
  2. Contractor shall verify grommet locations with the Owner.
- N. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with ANSI/BHMA A156.18 for BHMA finish number indicated.
1. Satin Chromium Plated: ANSI/BHMA 626, for brass and bronze base; ANSI/BHMA 652 for steel base.
- O. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in ANSI/BHMA A156.9.
- 2.8 MISCELLANEOUS MATERIALS
- A. Furring, Blocking, Shims, and Hanging Strips: Fire-retardant treated softwood lumber, kiln dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- C. Adhesives: Do not use adhesives that contain urea formaldehyde.

## 2.9 FABRICATION

- A. Sand fire-retardant-treated wood lightly to remove raised grain on exposed surfaces before fabrication.
- B. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:
  - 1. Corners of Cabinets: 1/16 inch (1.5 mm) unless otherwise indicated.
- C. Complete fabrication, including assembly, finishing and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
  - 1. Notify Architect seven days in advance of the dates and times woodwork fabrication will be complete.
- D. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

## 2.10 SHOP FINISHING

- A. General: Finish architectural wood cabinets at fabrication shop as specified in this Section. Defer only final touchup, cleaning, and polishing until after installation.
- B. Preparation for Finishing: Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing architectural wood cabinets, as applicable to each unit of work.
  - 1. Backpriming: Apply one coat of sealer or primer, compatible with finish coats, to concealed surfaces of cabinets.
- C. Transparent Finish:
  - 1. Architectural Woodwork Standards Grade: Premium.
  - 2. Finish: System - 11, clear catalyzed polyurethane.
  - 3. Staining: None required.
  - 4. Sheen: Satin 31-45.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Before installation, condition cabinets to average prevailing humidity conditions in installation areas.

- B. Before installing cabinets, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.
- C. Store polyester resin panels flat, at room temperature (72-deg. F) that is not exposed to direct sunlight or heat.
  - 1. Remove protective masking prior to installation.

### 3.2 INSTALLATION

- A. Architectural Woodwork Standards Grade: Install cabinets to comply with same grade as item to be installed.
- B. Assemble cabinets and complete fabrication at Project site to the extent that it was not completed in the shop.
- C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with cabinet surface.
  - 1. For shop finished items use filler matching finish of items being installed.
- D. Install cabinets and shelving level, plumb, true and straight. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm).
  - 1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Cabinets: Install without distortion. Complete installation of accessory items as indicated.
  - 1. Install cabinets with no more than 1/8 inch in 96-inch (3 mm in 2400-mm) sag, bow, or other variation from a straight line.
  - 2. Maintain veneer sequence matching of cabinets with transparent finish.
  - 3. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches (400 mm) o.c. with No. 10 wafer-head sheet metal screws through metal backing or metal framing behind wall finish or toggle bolts through metal backing or metal framing behind wall finish.
- F. Grommets: Verify locations for grommets with the Owner.
- G. Touch up finishing work specified in this Section after installation of woodwork. Fill nail holes with matching filler where exposed.
  - 1. Apply specified finish coats, including stains and paste fillers if any, to exposed surfaces where only sealer/prime coats are applied in shop.
- H. Shop Finishes: Touch up finishes after installation of architectural cabinets. Fill nail holes with matching filler.

1. Apply specified finish coats, including stains and paste fillers if any, to exposed surfaces where only sealer/prime coats are shop applied.

### 3.3 FIELD QUALITY CONTROL

- A. Inspections: Provide inspection of installed Work certifying that woodwork, including installation, complies with requirements of the Architectural Woodwork Standards for the specified grade.

1. Inspection entity is to prepare and submit report of inspection.

### 3.4 ADJUSTING AND CLEANING

- A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean, lubricate and adjust hardware.
- C. Clean cabinets on exposed and semi-exposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION 064113



SECTION 064116 - PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS AND SHELVES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Plastic-laminate-faced architectural cabinets and shelves.
2. Shelf bracket supports.
3. Wood furring, blocking, shims and hanging strips for installing plastic-laminate-faced architectural cabinets unless concealed within other construction before cabinet installation.

B. Related Requirements:

1. Section 123661 "Simulated Stone Countertops" for countertops to be installed at architectural cabinets.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product, high-pressure decorative laminate and cabinet hardware and accessories.

- B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices and other components.

1. Show details full size.
2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
3. Show locations and sizes of cutouts and holes for electrical switches and outlets and other items installed in architectural plastic-laminate cabinets.
4. Comply with AWI Quality Certification Program standards.

- C. Samples for Verification:

1. Plastic laminates, 8 by 10 inches (200 by 250 mm), for each type, color, pattern and surface finish.
  - a. Provide one sample applied to core material with specified edge material applied to one edge.
2. Thermally Fused Laminate (TFL) Panels: 8 by 10 inches (200 by 250 mm), for each type, color, pattern and surface finish.
  - a. Provide edge banding on one edge.
3. Exposed Cabinet Hardware and Accessories, one full size unit for each type and finish.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Quality Standard Compliance: Show compliance with AWI Standards.

#### 1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
  1. AWI certification is not required, but the manufacturer shall follow AWI standards.
- B. Installer Qualifications: Minimum 10 year's experience with similar projects.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver cabinets until painting and similar operations that could damage woodwork have been completed in installation areas. If cabinets must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

#### 1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking and reinforcements that support cabinets by field measurements before being enclosed, and indicate measurements on Shop Drawings.
- C. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.
- 1.9 COORDINATION
- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements and other related units of Work specified in other Sections to ensure that cabinets can be supported and installed as indicated.

## PART 2 - PRODUCTS

### 2.1 ARCHITECTURAL CABINET FABRICATORS

- A. Fabricators: Subject to compliance with requirements, provide products by one of the following:
1. Interior Wood Specialties.
  2. Stephenson Millwork, Inc.
  3. TMI Systems Design Corp.

### 2.2 PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

- A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of architectural plastic-laminate cabinets indicated for construction, finishes, installation, and other requirements.
1. Provide labels and certificates from AWI certification program indicating that woodwork, including installation, complies with requirements of grades specified.
  2. The Contract Documents contain selections chosen from options in the quality standard and additional requirements beyond those of the quality standard. Comply with those selections and requirements in addition to the quality standard.
- B. Architectural Woodwork Standards Grade: Premium.
- C. Type of Construction: Frameless.
- D. Cabinet, Door and Drawer Front Style: Flush overlay.
- E. Reveal Dimension: As indicated on the drawings.

- F. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by woodwork quality standard.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Pionite (Basis of Design).
    - b. Nevamar.
    - c. Wilsonart International; Div. of Premark International, Inc.
- G. Laminate Cladding for Exposed Surfaces:
  - 1. Horizontal Surfaces: Grade HGS.
  - 2. Postformed Surfaces: Grade HGP.
  - 3. Vertical Surfaces: Grade HGS.
  - 4. Edges: PVC edge banding, 0.12 inch (3 mm) thick, matching laminate in color, pattern and finish.
  - 5. Pattern Direction: Vertically for drawer fronts, doors, and fixed panels.
- H. Cabinet Base: Provide base at all cabinets in laminate to match cabinets.
- I. Materials for Semi-exposed Surfaces:
  - 1. Surfaces Other Than Drawer Bodies: High-pressure decorative laminate, NEMA LD 3, Grade VGS.
    - a. Edges of Plastic-Laminate Shelves: PVC edge banding, 0.12 inch (3 mm) thick, matching laminate in color, pattern and finish, unless otherwise indicated.
    - b. Edges of Thermoset Decorative Panel Shelves: PVC or polyester edge banding.
    - c. For semiexposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate, NEMA LD 3, Grade VGS.
  - 2. Drawer Sides and Backs: Thermally fused laminate panels with PVC or polyester edge banding.
  - 3. Drawer Bottoms: Hardwood plywood.
- J. Dust Panels: 1/4-inch (6.4 mm) plywood or tempered hardboard above compartments and drawers unless located directly under tops.
- K. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, NEMA LD 3, Grade BKL.
- L. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.
  - 1. Join subfronts, backs and sides with glued dovetail joints.

- M. Floating Shelves: 3/4-inch- (19-mm-) thick plywood, plastic laminate faced on top, bottom and all four edges.
- N. Colors, Patterns and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
  - 1. As selected by the Architect from laminate manufacturer's full range in the following categories:
    - a. Solid colors, matte finish.
    - b. Solid colors with core same color as surface, matte finish.
    - c. Wood grains, matte finish.
    - d. Patterns, matte finish.

## 2.3 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.
  - 1. Wood Moisture Content: 5 to 10 percent.
- B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.
  - 1. Medium-Density Fiberboard: ANSI A208.2, Grade 130, made with binder containing no urea formaldehyde.
  - 2. Particleboard (Medium Density): ANSI A208.1, Grade M-2 Exterior Glue.
  - 3. Softwood Plywood: DOC PS 1.
  - 4. Thermally Fused Laminate (TFL) Panels: Particleboard or medium-density fiberboard finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD 3, Grade VGL, for test methods 3.3, 3.4, 3.6, 3.8, and 3.10.

## 2.4 CABINET HARDWARE AND ACCESSORIES

- A. Frameless Concealed Hinges (European Type): ANSI/BHMA A156.9, B01602, 135 degrees of opening, self-closing.
- B. Back-Mounted Pulls: ANSI/BHMA A156.9, B02011.
- C. Bar Pulls: As indicated on the drawings.
- D. Catches: Magnetic catches, ANSI/BHMA A156.9, B03141.
- E. Adjustable Shelf Standards and Supports: ANSI/BHMA A156.9, B04071; with shelf rests B04081.

- F. Shelf Rests: ANSI/BHMA A156.9, B04013; metal.
- G. Drawer Slides: ANSI/BHMA A156.9.
  - 1. Standard-Duty (Grade 1 and Grade 2): Side mount and extending under bottom edge of drawer.
  - 2. Heavy-Duty (Grade 1HD-100 and Grade 1HD-200): Side mount.
    - a. Type: Full extension.
    - b. Material: Zinc-plated ball bearing slides.
    - c. Motion Feature: Soft close dampener.
  - 3. Pencil drawers not more than 3 inches (75 mm) high and not more than 24 inches (600 mm) wide, provide 50 lb. (22.7 kg) load capacity. Grade 1.
  - 4. General purpose drawers more than 3 inches (75 mm) high, but not more than 6 inches (150 mm) high and not more than 24 inches (600 mm) wide, provide 75 lb (34 kg) load capacity. Grade 1HD-100.
  - 5. File drawers more than 6 inches (150 mm) high or more than 24 inches (600 mm) wide, provide 100 lb (45 kg) load capacity. Grade 1HD-100.
  - 6. Lateral file drawers more than 6 inches (150 mm) high and more than 24 inches (600 mm) but not more than 30 inches (762 mm) wide, provide 150 lb (68 kg) load capacity. Grade 1HD-200.
  - 7. Computer keyboard tray, provide 75 lb (34 kg) load capacity. Grade 1HD-100.
- H. Slides for Sliding Glass Doors: ANSI/BHMA A156.9, B07063, aluminum.
- I. Door Locks: ANSI/BHMA A156.11, E07121.
- J. Drawer Locks: ANSI/BHMA A156.11, E07041.
- K. Door and Drawer Silencers: ANSI/BHMA A156.16, L03011.
- L. Grommets for Cable Passage: 3-inches (76-mm) OD, molded-plastic grommets and matching plastic caps with slot for wire passage.
  - 1. Color: Light gray.
  - 2. Contractor shall verify grommet locations with the Owner.
- M. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with ANSI/BHMA A156.18 for BHMA finish number indicated.
  - 1. Satin Chromium Plated: ANSI/BHMA 626, for brass and bronze base; ANSI/BHMA 652 for steel base.
- N. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in ANSI/BHMA A156.9.
- O. Fasteners for Removable Panels Below Service Desk: Manufacturer's standard exposed fasteners of stainless steel.

## 2.5 SHELF BRACKET SUPPORTS

- A. Manufacturer” Subject to compliance with requirements, provides by one of the following:
  - 1. A & M Hardware.
  - 2. Brunswick.
  - 3. Rakks (Basis of Design).
- B. Locations: As indicated on the drawings.
- C. Style: Concealed, In-Wall Flush Mount
- D. Weight Capacity: 450 lbs.
- E. Fasteners: As recommended by the manufacturer.
- F. Color: As selected by the Architect from manufacturer’s full range.

## 2.6 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims and Hanging Strips: Fire-retardant treated softwood or hardwood lumber, kiln dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- C. Adhesive for Bonding Plastic Laminate: Unpigmented contact cement.
  - 1. Adhesive for Bonding Edges: Holt-melt adhesive or adhesive specified above for faces.
  - 2. Do not use adhesives that contain urea formaldehyde.

## 2.7 FABRICATION

- A. Fabricate cabinets to dimensions, profiles and details indicated.
- B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
  - 1. Notify Architect seven days in advance of the dates and times woodwork fabrication will be complete.
  - 2. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors and other fastening devices that can be removed after trial fitting. Verify that various parts fit as

intended and check measurements of assemblies against field measurements before disassembling for shipment.

- C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Before installation, condition cabinets to average prevailing humidity conditions in installation areas.
- B. Before installing cabinets, examine shop-fabricated work for completion and complete work as required.

### 3.2 INSTALLATION

- A. Grade: Install cabinets to comply with same grade as item to be installed.
- B. Assemble cabinets and complete fabrication at Project site to the extent that it was not completed in the shop.
- C. Install cabinets level, plumb, true and straight. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm).
- D. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces and repair damaged finish at cuts.
- E. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork.
  - 1. Use filler matching finish of items being installed.
- F. Cabinets: Install without distortion so doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
  - 1. Install cabinets with no more than 1/8 inch in 96-inch (3 mm in 2400-mm) sag, bow, or other variation from a straight line.
  - 2. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches (400 mm) o.c. with No. 10 wafer-head screws sized for not less



than 1-1/2 inches (38 mm) penetration into wood framing, blocking or hanging strips.

- G. Shelf Bracket Supports: Mount as indicated on the Drawings. Fasteners shall be as required for the substrates. Bracket spacing shall be as indicated.
- H. Fasteners for Removable Panels Below Service Desk: Fasteners shall be removable without damaging the access panels.

### 3.3 FIELD QUALITY CONTROL

- A. Inspections: Provide inspection of installed Work certifying that woodwork, including installation, complies with requirements of the AWI Quality Standards for the specified grade.
  - 1. Inspection entity is to prepare and submit report of inspection.

### 3.4 ADJUSTING AND CLEANING

- A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean, lubricate and adjust hardware.
- C. Clean cabinets on exposed and semi-exposed surfaces.

END OF SECTION 064116

## SECTION 072100 - THERMAL INSULATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Foam-plastic board insulation.
  - 2. Glass-fiber blanket insulation.
  - 3. Vapor retarders.

#### 1.3 ACTION SUBMITTALS

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

#### 1.4 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.
- B. Protect foam-plastic board insulation as follows:
  - 1. Do not expose to sunlight except to necessary extent for period of installation and concealment.
  - 2. Protect against ignition at all times. Do not deliver foam-plastic board materials to Project site before installation time.
  - 3. Quickly complete installation and concealment of foam-plastic board insulation in each area of construction.

## PART 2 - PRODUCTS

### 2.1 FOAM-PLASTIC BOARD INSULATION

- A. Extruded-Polystyrene Board Insulation: ASTM C 578, of type and minimum compressive strength indicated below, with maximum flame-spread and smoke-developed indexes of 25 and 450, respectively, per ASTM E 84.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. DiversiFoam Products.
    - b. Dow Chemical Company (The).
    - c. Owens Corning.
    - d. Pactiv Building Products.
  - 2. Type IV, 25 psi (173 kPa).
- B. Adhesive for Bonding Insulation: Product with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.
- C. Cavity Wall Insulation: In the case where the work disturbs existing cavity wall insulation, use extruded polystyrene board insulation for restoration or repairs.

### 2.2 GLASS-FIBER BLANKET INSULATION

- A. Glass-Fiber Blanket Insulation, Unfaced: ASTM C665, Type I; passing ASTM E136 for combustion characteristics.
  - 1. Flame-Spread Index: Not more than 25 when tested in accordance with ASTM E84.
  - 2. Smoke-Developed Index: Not more than 50 when tested in accordance with ASTM E84.
  - 3. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches (305 mm) and wider in width.

### 2.3 VAPOR RETARDERS

- A. Polyethylene Vapor Retarders: ASTM D 4397, 10 mils (0.25 mm) thick, with maximum permeance rating of 0.13 perm (7.5 ng/Pa x s x sq. m).
- B. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.
- C. Vapor-Retarder Fasteners: Pancake-head, self-tapping steel drill screws; with fender washers.

- D. Single-Component Nonsag Urethane Sealant: ASTM C 920, Type I, Grade NS, Class 25, Use NT related to exposure and Use O related to vapor-barrier-related substrates.
- E. Adhesive for Vapor Retarders: Product recommended by vapor-retarder manufacturer and has demonstrated capability to bond vapor retarders securely to substrates indicated.

## 2.4 INSULATION FASTENERS

- A. Adhesively Attached, Spindle-Type Anchors: Plate welded to projecting spindle; capable of holding insulation of specified thickness securely in position indicated with self-locking washer in place.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. AGM Industries, Inc.; Series T TACTOO Insul-Hangers.
    - b. Gemco; Spindle Type.
  - 2. Plate: Perforated, galvanized carbon-steel sheet, 0.030 inch (0.762 mm) thick by 2 inches (50 mm) square.
  - 3. Spindle: Copper-coated, low-carbon steel; fully annealed; 0.105 inch (2.67 mm) in diameter; length to suit depth of insulation indicated.
- B. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- (0.41-mm-) thick galvanized-steel sheet, with beveled edge for increased stiffness, sized as required to hold insulation securely in place, but not less than 1-1/2 inches (38 mm) square or in diameter.
- C. Anchor Adhesive: Product with demonstrated capability to bond insulation anchors securely to substrates indicated without damaging insulation, fasteners, and substrates.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Clean substrates of substances that are harmful to insulation or vapor retarders, including removing projections capable of puncturing vapor retarders or that interfere with insulation attachment.

### 3.2 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications indicated.

- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Extend insulation to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

### 3.3 INSTALLATION OF INSULATION FOR FRAMED CONSTRUCTION

- A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.
- B. Foam-Plastic Board Insulation: Seal joints between units by applying adhesive, mastic, or sealant to edges of each unit to form a tight seal as units are shoved into place. Fill voids in completed installation with adhesive, mastic, or sealant as recommended by insulation manufacturer.
- C. Glass-Fiber Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
  - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
  - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
  - 3. Maintain 3-inch (76-mm) clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
  - 4. For metal-framed wall cavities where cavity heights exceed 96 inches (2438 mm), support unfaced blankets mechanically and support faced blankets by taping flanges of insulation to flanges of metal studs.
  - 5. Vapor-Retarder-Faced Blankets: Tape joints and ruptures in vapor-retarder facings, and seal each continuous area of insulation to ensure airtight installation.
    - a. Interior Walls: Set units with facing placed toward areas of high humidity.

### 3.4 INSTALLATION OF VAPOR RETARDERS

- A. Place vapor retarders on side of construction indicated on Drawings. Extend vapor retarders to extremities of areas to protect from vapor transmission. Secure vapor retarders in place with adhesives or other anchorage system as indicated. Extend

vapor retarders to cover miscellaneous voids in insulated substrates, including those filled with loose-fiber insulation.

- B. Seal vertical joints in vapor retarders over framing by lapping no fewer than two studs.
  - 1. Before installing vapor retarders, apply urethane sealant to flanges of metal framing including runner tracks, metal studs, and framing around door and window openings. Seal overlapping joints in vapor retarders with vapor-retarder tape according to vapor-retarder manufacturer's written instructions. Seal butt joints with vapor-retarder tape. Locate all joints over framing members or other solid substrates.
  - 2. Firmly attach vapor retarders to metal framing and solid substrates with vapor-retarder fasteners as recommended by vapor-retarder manufacturer.
- C. Seal joints caused by pipes, conduits, electrical boxes, and similar items penetrating vapor retarders with vapor-retarder tape to create an airtight seal between penetrating objects and vapor retarders.
- D. Repair tears or punctures in vapor retarders immediately before concealment by other work. Cover with vapor-retarder tape or another layer of vapor retarders.

### 3.5 PROTECTION

- A. Protect installed insulation and vapor retarders from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 072100

## SECTION 079200 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Silicone joint sealants.
  - 2. Removal of existing exterior sealants and backer rods.
    - a. Note: Only remove sealant from perimeter joints, adjacent to other materials, at existing metal ACM wall panels. Sealant in field joints of wall panels shall not be removed.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.
  - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.

#### 1.5 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## 1.6 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
  1. Warranty Period: Twenty years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
  1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  2. Disintegration of joint substrates from natural causes exceeding design specifications.
  3. Mechanical damage caused by individuals, tools, or other outside agents.
  4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.



## 2.2 SILICONE JOINT SEALANTS

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
  - 1. Products: Subject to compliance with requirements, provide products by one of the following:
    - a. Dow Corning Corporation 790.
    - b. Pecora 890 NST Silicone.
    - c. Tremco Incorporated Spectrem 1.

## 2.3 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

## 2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 Protection: Protect roofing if used to access work areas.

### 3.3 PREPARATION

- A. Existing Sealant Joints: Remove existing sealant and backer rods in exterior joints where indicated and clean joints in preparation for new sealant and backer rods. Sealant and backer rods shall not be removed until completion of pressure washing of the building exterior, as specified in Section 025140 "Cleaning Existing Surfaces."
- B. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.
    - b. Masonry.
    - c. Unglazed surfaces of ceramic tile.
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
    - b. Glass.
    - c. Glazed surfaces of ceramic tile.
  - 5. Protect all adjacent materials and finishes.

- C. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- D. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.4 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Non-sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

- a. Use masking tape to protect surfaces adjacent to recessed tooled joints.
- G. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.
1. All normally occupied room shall have a minimum STC 45.
  2. Other rooms including but not limited to Patient rooms, Treatment, Exam, etc. shall have minimum STC per code and Guidelines for Design and Construction of Health Care Facilities (FGI).

### 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Tests and Inspections:
  1. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
    - a. Extent of Testing: Test completed and cured sealant joints as follows:
      - 1) Perform 2 tests for the first 500 ft. (150 m) of joint length for each kind of sealant and joint substrate.
    - b. Test Method: Test joint sealants in accordance with Method A, Tail Procedure, in ASTM C1521.
      - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
    - c. Inspect tested joints and report on the following:
      - 1) Whether sealants filled joint cavities and are free of voids.
      - 2) Whether sealant dimensions and configurations comply with specified requirements.
      - 3) Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
    - d. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.

- e. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
  2. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.
  - C. Prepare test and inspection reports.
- 3.6 CLEANING
- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.
- 3.7 PROTECTION
- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.
- 3.8 JOINT-SEALANT SCHEDULE
- A. Joint-Sealant Application: Exterior joints in building surfaces.
    1. Joint Locations:
      - a. Control and expansion joints in masonry.
      - b. Perimeter joints between exterior wall surfaces and frames of exterior doors and windows.
    2. Silicone Joint Sealant: Nonsag, neutral curing.
    3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
  - B. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.
    1. Joint Locations:
      - a. Control and expansion joints in tile flooring.
      - b. Control joints in patched concrete slabs-on-grade.

2. Silicone Joint Sealant: Single component, nonsag, traffic grade, neutral curing.
  3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- C. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
1. Joint Locations:
    - a. Control and expansion joints on exposed interior surfaces of exterior walls.
    - b. Perimeter joints of exterior openings where indicated.
    - c. Perimeter joints between interior wall surfaces and frames of interior doors and windows.
  2. Silicone Joint Sealant: Nonsag, neutral curing.
  3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- D. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.
1. Joint Sealant Location:
    - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
  2. Joint Sealant: Mildew resistant, single component, non-sag, neutral curing, Silicone.
  3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 079200

## SECTION 081113 - HOLLOW METAL DOOR FRAMES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes hollow-metal work.
- B. Related Requirements:
  - 1. Section 081416 "Flush Wood Doors" for doors to be installed in hollow metal frames.
  - 2. Section 087100 "Door Hardware" for door hardware for hollow-metal doors.

#### 1.3 COORDINATION

- A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, core descriptions, fire-resistance ratings and finishes.
- B. Shop Drawings: Include the following:
  - 1. Elevations of each door type.
  - 2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
  - 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.

4. Locations of reinforcement and preparations for hardware.
5. Details of each different wall opening condition.
6. Details of anchorages, joints, field splices and connections.
7. Details of accessories.
8. Details of conduit and preparations for power, signal, and control systems.

C. Samples for Verification:

1. For each type of exposed finish required, prepared on Samples of not less than 3 by 5 inches (75 by 127 mm).

D. Schedule: Provide a schedule of hollow-metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final Door Hardware Schedule.

## 1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.

1. Provide additional protection to prevent damage to factory-finished units.

B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.

C. Store hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch- (102-mm-) high wood blocking. Provide minimum 1/4-inch (6-mm) space between each stacked door to permit air circulation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

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

1. Ceco Door Products; an Assa Abloy Group company.
2. Curries Company; an Assa Abloy Group company.
3. Greensteel Industries, Ltd.
4. Republic Doors and Frames.
5. Steelcraft; an Allegion company.

B. Source Limitations: Obtain hollow-metal work from single source from single manufacturer.



## 2.2 REGULATORY REQUIREMENTS

- A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252.
  - 1. Smoke- and Draft-Control Assemblies: Provide an assembly with gaskets listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing according to UL 1784 and installed in compliance with NFPA 105.
- B. Fire-Rated, Borrowed-Light Assemblies: Complying with NFPA 80 and listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing according to NFPA 257 or UL 9.

## 2.3 INTERIOR DOOR FRAMES

- A. Construct interior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Heavy-Duty Door Frames: SDI A250.8, Level 2.
  - 1. Physical Performance: Level B according to SDI A250.4.
  - 2. Frames:
    - a. Materials: Cold-rolled steel, minimum 14 ga.
    - b. Construction: Full profile welded.
  - 3. Exposed Finish: Prime.

## 2.4 FRAME ANCHORS

- A. Jamb Anchors:
  - 1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch (1.0 mm) thick, with corrugated or perforated straps not less than 2 inches (51 mm) wide by 10 inches (254 mm) long; or wire anchors not less than 0.177 inch (4.5 mm) thick.
  - 2. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch (1.0 mm) thick.
  - 3. Compression Type for Drywall Slip-on Frames: Adjustable compression anchors.
  - 4. Postinstalled Expansion Type for In-Place Concrete or Masonry: Minimum 3/8-inch- (9.5-mm-) diameter bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.

- B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042 inch (1.0 mm), and as follows:
  - 1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.
  - 2. Separate Topping Concrete Slabs: Adjustable-type anchors with extension clips, allowing not less than 2-inch (51-mm) height adjustment. Terminate bottom of frames at finish floor surface.

## 2.5 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.
- D. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z (12G) coating designation; mill phosphatized.
  - 1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.
- E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- F. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.
- G. Grout: ASTM C 476, except with a maximum slump of 4 inches (102 mm), as measured according to ASTM C 143/C 143M.
- H. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.

## 2.6 FABRICATION

- A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

- B. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
1. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
  2. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
  3. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
  4. Jamb Anchors: Provide number and spacing of anchors as follows:
    - a. Masonry Type: Locate anchors not more than 16 inches (406 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c., to match coursing, and as follows:
      - 1) Two anchors per jamb up to 60 inches (1524 mm) high.
      - 2) Three anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
      - 3) Four anchors per jamb from 90 to 120 inches (2286 to 3048 mm) high.
      - 4) Four anchors per jamb plus one additional anchor per jamb for each 24 inches (610 mm) or fraction thereof above 120 inches (3048 mm) high.
    - b. Stud-Wall Type: Locate anchors not more than 18 inches (457 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c. and as follows:
      - 1) Three anchors per jamb up to 60 inches (1524 mm) high.
      - 2) Four anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
      - 3) Five anchors per jamb from 90 to 96 inches (2286 to 2438 mm) high.
      - 4) Five anchors per jamb plus one additional anchor per jamb for each 24 inches (610 mm) or fraction thereof above 96 inches (2438 mm) high.
    - c. Compression Type: Not less than two anchors in each frame.
    - d. Postinstalled Expansion Type: Locate anchors not more than 6 inches (152 mm) from top and bottom of frame. Space anchors not more than 26 inches (660 mm) o.c.
  5. Head Anchors: Two anchors per head for frames more than 42 inches (1067 mm) wide and mounted in metal-stud partitions.
  6. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
    - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.

- b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
- C. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.
- D. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling and tapping according to SDI A250.6, the Door Hardware Schedule and templates.
  - 1. Reinforce door frames to receive nontemplated, mortised, and surface-mounted door hardware. Seven gauge reinforcement shall be installed for hinges on frames.
  - 2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.

## 2.7 STEEL FINISHES

- A. Prime Finish: Clean, pretreat and apply manufacturer's standard primer.
  - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Drill and tap door frames to receive nontemplated, mortised and surface-mounted door hardware.

### 3.3 INSTALLATION

- A. General: Install hollow-metal work plumb, rigid, properly aligned and securely fastened in place. Comply with Drawings and manufacturer's written instructions.
- B. Hollow-Metal Frames: Install hollow-metal frames of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
  - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
    - a. At fire-rated openings, install frames according to NFPA 80.
    - b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress and make splice smooth, flush, and invisible on exposed faces.
    - c. Install frames with removable stops located on secure side of opening.
    - d. Install door silencers in frames before grouting.
    - e. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    - f. Check plumb, square and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
  - 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
    - a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
  - 3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation inside frames.
  - 4. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout.
  - 5. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
  - 6. In-Place Metal or Wood-Stud Partitions: Secure slip-on drywall frames in place according to manufacturer's written instructions.
  - 7. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
    - a. Installation shall comply with SDI 117 "Manufacturing Tolerances Standard Steel Doors and Frames."
    - b. Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
    - c. Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
    - d. Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.

- e. Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs at floor.

### 3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow-metal work immediately after installation.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- D. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 081113

## SECTION 081416 - FLUSH WOOD DOORS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

##### A. Section Includes:

1. Solid-core doors with wood-veneer faces for transparent finish.
2. Solid-core doors with wood-veneer faces for opaque finish
3. Factory finishing flush wood doors.
4. Factory fitting flush wood doors to frames and factory machining for hardware.

##### B. Related Sections:

1. Section 081113 "Hollow Metal Door Frames" for frames to receive new flush wood doors.
2. Section 099100 "Painting" for painting of doors with opaque finish.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of door indicated. Include details of core and edge construction and trim for openings. Include factory-finishing specifications.

- B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; location and extent of hardware blocking; and other pertinent data.

1. Indicate dimensions and locations of mortises and holes for hardware.
2. Indicate dimensions and locations of cutouts.
3. Indicate requirements for veneer matching.
4. Indicate doors to be factory finished and finish requirements.
5. Indicate fire-protection ratings for fire-rated doors.

##### C. Samples for Verification:

1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches (200 by 250 mm), for each material and finish. Provide 3 samples to show full range of variation in finish.
2. Louver blade and frame sections, 6 inches (150 mm) long, for each material and finish specified.

3. Frames for light openings, 6 inches (150 mm) long, for each material, type, and finish required.

#### 1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain flush wood doors from single manufacturer.
- B. Quality Standard: In addition to requirements specified, comply with AWI's "Architectural Woodwork Quality Standards Illustrated."
  1. Provide AWI Quality Certification Labels or an AWI letter of licensing for Project indicating that doors comply with requirements of grades specified.
- C. Fire-Rated Wood Doors: Doors complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252.
- D. Preinstallation Conference: Conduct conference at Project site.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of referenced standard and manufacturer's written instructions.
- B. Package doors individually in plastic bags or cardboard cartons.
- C. Stack doors flat and off the floor, supported to prevent warpage. Protect doors from damage and direct exposure to sunlight. Do not walk or place other material on top of stacked doors. Do not drag doors across one another. Contractor shall use all means necessary to protect doors from damage prior to, during and after installation. All damaged doors shall be repaired or replaced by the contractor at no cost to the owner. Door edges shall be protected with heavy corner guards.
- D. Mark each door on bottom rail with opening number used on Shop Drawings.

#### 1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period. Maintain humidity range between 30 and 60 percent.

#### 1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.



1. Failures include, but are not limited to, the following:
  - a. Warping (bow, cup, or twist) more than 1/4 inch (6.4 mm) in a 42-by-84-inch (1067-by-2134-mm) section.
  - b. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch (0.25 mm in a 76.2-mm) span.
2. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
3. Warranty Period for Solid-Core Interior Doors: Life of installation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Algoma Hardwoods, Inc.
  2. Graham; an Assa Abloy Group company.
  3. Lambton Doors.
  4. Mohawk Flush Doors, Inc.; a Masonite company.
  5. VT Industries Inc.

### 2.2 DOOR CONSTRUCTION, GENERAL

- A. WDMA I.S.1-A Performance Grade: Heavy Duty.
- B. Particleboard-Core Doors:
  1. Particleboard: ANSI A208.1, Grade LD-1, made with binder containing no urea-formaldehyde resin.
  2. Blocking: Provide wood blocking in particleboard-core doors as needed to eliminate through-bolting hardware.
  3. Provide doors with either glued-wood-stave or structural-composite-lumber cores instead of particleboard cores for doors indicated to receive exit devices.
- C. Structural-Composite-Lumber-Core Doors:
  1. Structural Composite Lumber: WDMA I.S.10.
    - a. Screw Withdrawal, Face: 700 lbf (3100 N).
    - b. Screw Withdrawal, Edge: 400 lbf (1780 N).
- D. Fire-Protection-Rated Doors: Provide core specified or mineral core as needed to provide fire-protection rating indicated.

1. Edge Construction: Provide edge construction with intumescent seals concealed by outer stile. Comply with specified requirements for exposed edges.

E. Mineral-Core Doors:

1. Core: Noncombustible mineral product complying with requirements of referenced quality standard and testing and inspecting agency for fire-protection rating indicated.
2. Blocking: Provide composite blocking with improved screw-holding capability approved for use in doors of fire-protection ratings indicated as needed to eliminate through-bolting hardware.
3. Edge Construction: At hinge stiles, provide laminated-edge construction with improved screw-holding capability and split resistance. Comply with specified requirements for exposed edges.

2.3 VENEERED-FACED WOOD DOORS FOR TRANSPARENT FINISH

A. Interior Solid-Core Doors:

1. Grade: Premium, with Grade AA faces.
2. Species: White Maple to match existing doors.
3. Cut: Plain sliced (flat sliced).
4. Match between Veneer Leaves: Book.
5. Assembly of Veneer Leaves on Door Faces: Balance match.
6. Exposed Vertical Edges: Same species as faces or a compatible species.
7. Core: Particleboard.
8. Construction: Five plies. Stiles and rails are bonded to core, then entire unit abrasive planed before veneering.
9. WDMA I.S.1-A Performance Grade: Heavy Duty.

2.4 VENEERED-FACED WOOD DOORS FOR OPAQUE FINISH

A. Interior Doors, Solid-Core Five-Ply:

1. Performance Grade: ANSI/WDMA I.S.1A Extra Heavy Duty.
2. Faces: Any closed-grain hardwood of mill option.
  - a. Hardboard Faces: ANSI A135.4, Class 1 (tempered) or Class 2 (standard).
3. Exposed Vertical Edges: Any closed-grain hardwood.
  - a. Fire-Rated Single Doors: Provide edge construction with intumescent seals concealed by outer stile. Comply with specified requirements for exposed vertical edges.
  - b. Mineral-Core Doors: At hinge stiles, provide laminated-edge construction with improved screw-holding capability and split resistance. Comply with specified requirements for exposed edges.

4. Core for Non-Fire-Rated Doors:
  - a. ANSI A208.1, Grade LD-1 particleboard.
    - 1) Blocking: Provide wood blocking in particleboard-core doors as needed to eliminate through-bolting hardware.
  - b. Either glued wood stave or structural composite lumber.
5. Core for Fire-Rated Doors: As required to achieve fire-protection rating indicated on Drawings.
  - a. Blocking for Mineral-Core Doors: Provide composite blocking with improved screw-holding capability approved for use in doors of fire-protection ratings indicated on Drawings as needed to eliminate through-bolting hardware.
6. Construction: Five plies, hot-pressed bonded (vertical and horizontal edging is bonded to core), with entire unit abrasive planed before veneering.

## 2.5 FABRICATION

- A. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.
  1. Comply with requirements in NFPA 80 for fire-rated doors.
- B. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame Shop Drawings, DHI A115-W series standards, and hardware templates.
  1. Coordinate with hardware mortises in metal frames to verify dimensions and alignment before factory machining.
  2. Metal Astragals: Factory machine astragals and formed-steel edges for hardware for pairs of fire-rated doors.

## 2.6 FACTORY PRIMING

- A. Doors for Opaque Finish: Factory prime faces, all four edges, edges of cutouts and mortises with one coat of wood primer specified in Section 099100 "Painting."

## 2.7 FACTORY FINISHING

- A. Doors for Transparent Finish: Comply with referenced quality standard for factory finishing.
  1. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
  2. Finish faces, all four edges, edges of cutouts, and mortises.

- B. Factory finish doors that are indicated on Drawings to receive transparent finish.
- C. Transparent Finish:
  - 1. ANSI/WDMAI.S. 1A TR-6 Catalyzed Polyurethane.
  - 2. Staining and Effect: Match existing.
  - 3. Sheen: Satin.
- D. Opaque Finish:
  - 1. Premium grade AWI conversion varnish or catalyzed polyurethane finish.
  - 2. Color: As required to match surrounding gypsum board wall color.
  - 3. Sheen: Semigloss.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine doors and installed door frames before hanging doors.
  - 1. Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
  - 2. Reject doors with defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. Hardware: For installation, see Section 087100 "Door Hardware."
- B. Installation Instructions: Install doors to comply with manufacturer's written instructions and the referenced quality standard, and as indicated.
  - 1. Install fire-rated doors in corresponding fire-rated frames according to NFPA 80.
- C. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
- D. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

#### 3.3 ADJUSTING

- A. Operation: Rehang or replace doors that do not swing or operate freely.

- B. Finished Doors: Repair or replace doors that are damaged or that do not comply with requirements at no cost to the Owner. Doors may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 081416

## SECTION 083113 - ACCESS DOORS AND FRAMES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Access doors and frames.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, fire ratings, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Samples: For each type of access door and frame and for each finish specified, complete assembly minimum 6 by 6 inches (150 by 150 mm) in size.
- C. Product schedule.

#### 1.3 QUALITY ASSURANCE

- A. Fire-Rated Door Inspector Qualifications: Inspector for field quality control inspections of fire-rated door assemblies meets the qualifications set forth in NFPA 80, Section 5.2.3.1 and the following:
  - 1. Door and Hardware Institute Fire and Egress Door Assembly Inspector (FDAI) certification.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Access Doors and Frames: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, according to NFPA 252.

#### 2.2 FIRE-RATED ACCESS DOORS AND FRAMES

- A. Fire-Rated, Flush Access Doors with Exposed Flanges:

1. Description: Door face flush with frame, with a core of mineral-fiber insulation enclosed in sheet metal; with exposed flange, self-closing door and concealed hinge.
2. Locations: Wall and ceiling, only as directed by the Architect and coordinated with PME/FP equipment.
3. Door Size: As indicated on the Drawings.
4. Fire-Resistance Rating: Not less than that of adjacent construction.
5. Temperature-Rise Rating: 450 deg F (250 deg C) at the end of 30 minutes.
6. Metallic-Coated Steel Sheet for Door: Nominal 0.040 inch (1.02 mm), 20 gage, factory primed.
7. Frame Material: Same material, thickness and finish as door.
8. Latch and Lock: Self-latching door hardware, operated by key with interior release.

B. Fire-Rated, Flush Access Doors with Concealed Flanges:

1. Description: Door face flush with frame, with a core of mineral-fiber insulation enclosed in sheet metal; with concealed flange for gypsum board installation, self-closing door and concealed hinge.
2. Locations: Wall and ceiling, only as directed by the Architect and coordinated with PME/FP equipment.
3. Door Size: As indicated on the Drawings.
4. Fire-Resistance Rating: Not less than that of adjacent construction.
5. Temperature-Rise Rating: 450 deg F (250 deg C) at the end of 30 minutes.
6. Metallic-Coated Steel Sheet for Door: Nominal 0.040 inch (1.02 mm), 20 gage, factory primed.
7. Frame Material: Same material, thickness and finish as door.
8. Latch and Lock: Self-latching door hardware, operated by key with interior release.

## 2.3 MATERIALS

- A. Steel Plates, Shapes, and Bars: ASTM A36/A36M.
- B. Steel Sheet: Uncoated or electrolytic zinc coated 14 ga., ASTM A879/A879M, with cold-rolled steel sheet substrate complying with ASTM A1008/A1008M, Commercial Steel (CS), exposed.
- C. Metallic-Coated Steel Sheet: ASTM A653/A653M, Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.
- D. Frame Anchors: Same material as door face.
- E. Inserts, Bolts, and Anchor Fasteners: Hot-dip galvanized steel according to ASTM A153/A153M or ASTM F2329.
- F. Hinges: Continuous piano type, set to open 175-degrees.

## 2.4 FABRICATION

- A. General: Provide access door and frame assemblies manufactured as integral units ready for installation.
- B. Metal Surfaces: For metal surfaces exposed to view in the completed Work, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.
- C. Doors and Frames: Grind exposed welds smooth and flush with adjacent surfaces. Furnish mounting holes, attachment devices and fasteners of type required to secure access doors to types of supports indicated.
  - 1. For concealed flanges with plaster bead for full-bed plaster applications, provide zinc-coated expanded-metal lath and exposed casing bead welded to perimeter of frames.
- D. Latch and Lock Hardware:
  - 1. Quantity: Furnish number of latches and locks required to hold doors tightly closed.
    - a. Screwdriver operated cam lock in low security areas.
    - b. Medeco locks shall be provided for access doors in high security areas. Contractor shall confirm high security areas with the Owner.
  - 2. Keys: Furnish two keys per lock and key all locks alike. All end user keys and factory bitting information shall be sent directly to Wake County GSA Safety and Security.

## 2.5 FINISHES

- A. Painted Finishes: Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
  - 1. Factory Primed: Apply manufacturer's standard, lead- and chromate-free, universal primer immediately after surface preparation and pretreatment.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.



3.2 INSTALLATION

- A. Comply with manufacturer's written instructions for installing access doors and frames.

3.3 ADJUSTING

- A. Adjust doors and hardware, after installation, for proper operation.

END OF SECTION 083113

## SECTION 087100 - DOOR HARDWARE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes:

- 1. Commercial door hardware for swinging doors.

- B. Door hardware includes, but is not necessarily limited to, the following:

- 1. Mechanical door hardware.
  - 2. Electromechanical door hardware.
  - 3. Cylinders specified for doors in other sections

- C. Related Sections:

- 1. Section 081113 "Hollow Metal Door Frames."
  - 2. Section 081416 "Flush Wood Doors."
  - 3. Section 083113 "Access Doors and Frames."

- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.

- 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
  - 2. ICC/IBC - International Building Code.
  - 3. NFPA 70 - National Electrical Code.
  - 4. NFPA 80 - Fire Doors and Windows.
  - 5. NFPA 101 - Life Safety Code.
  - 6. NFPA 105 - Installation of Smoke Door Assemblies.
  - 7. State Building Codes, Local Amendments.

- E. Standards: All hardware specified herein shall comply with the following industry standards as applicable. Any undated reference to a standard shall be interpreted as referring to the latest edition of that standard:

- 1. ANSI/BHMA Certified Product Standards - A156 Series.
  - 2. UL10C - Positive Pressure Fire Tests of Door Assemblies.

3. ANSI/UL 294 - Access Control System Units.
4. UL 305 - Panic Hardware.
5. ANSI/UL 437- Key Locks.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction and installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Samples for Verification: For exposed door hardware of each type required, in each finish specified, prepared on Samples of size indicated below. Tag Samples with full description for coordination with the door hardware schedule. Submit Samples before, or concurrent with, submission of door hardware schedule.
  1. Sample Size: Full-size units or minimum 2-by-4-inch (51-by-102-mm) Samples for sheet and 4-inch (102-mm) long Samples for other products.
- C. Door Hardware Schedule: Prepared by or under the supervision of Installer, detailing fabrication and assembly of door hardware, as well as installation procedures and diagrams. Coordinate final door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
  1. Submittal Sequence: Submit door hardware schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, and Shop Drawings, and other information essential to the coordinated review of the Door Hardware Schedule.
  2. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule." Use same door numbers as in the Contract Documents.
  3. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
  4. Content: Include the following information:
    - a. Identification number, location, hand, fire rating, size, and material of each door and frame.
    - b. Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
    - c. Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
    - d. Fastenings and other pertinent information.
    - e. Explanation of abbreviations, symbols, and codes contained in schedule.
    - f. Mounting locations for door hardware.
    - g. List of related door devices specified in other Sections for each door and frame.

- h. Warranty information for each product.
  - D. Shop Drawings: Details of electrified access control hardware indicating the following:
    - 1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:
      - a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
      - b. Complete (risers, point-to-point) access control system block wiring diagrams.
      - c. Wiring instructions for each electronic component scheduled herein.
    - 2. Electrical Coordination: Coordinate with related sections the voltages and wiring details required at electrically controlled and operated hardware openings.
  - E. Keying Schedule to Owner's existing system: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.
  - F. Informational Submittals:
    - 1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.
- 1.4 CLOSEOUT SUBMITTALS
- A. Operating and Maintenance Data: Provide manufacturer's operating and maintenance manuals for each item comprising the complete door hardware installation in quantity to include in maintenance manuals. Include final hardware and keying schedule.
- 1.5 QUALITY ASSURANCE
- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.

- B. Certified Products: Where specified, products must maintain a current listing in the Builders Hardware Manufacturers Association (BHMA) Certified Products Directory (CPD).
- C. Installer Qualifications: Minimum five year's documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project, trained and approved by product manufacturers and an Architectural Hardware Consultant.
- D. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.
  - 1. Architectural Hardware Consultant Qualifications: A person who is experienced in providing consulting services for door hardware installations that are comparable in material, design and extent to that indicated for this Project and who is currently certified by DHI as follows:
    - a. For door hardware, an Architectural Hardware Consultant (AHC).
- E. Source Limitations: Obtain each type of door hardware from a single manufacturer unless otherwise indicated.
  - 1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
  - 2. Provide electromechanical door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.
- F. Each unit to bear third party permanent label indicating compliance with the referenced testing standards.
- G. Keying Conference: Conduct keying conference to incorporate the following criteria into the final keying schedule document:
  - 1. Function of building, purpose of each area and degree of security required.
  - 2. Plans for existing and future key system expansion.
  - 3. Requirements for key control storage and software.
  - 4. Installation of permanent keys, cylinder cores and software.
  - 5. Address and requirements for delivery of keys.
- H. Pre-Installation Conference: Conduct coordination conference with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.

1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
  2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
  3. Review sequence of operation narratives for each unique access controlled opening.
  4. Review and finalize construction schedule and verify availability of materials.
  5. Review the required inspecting, testing, commissioning, and demonstration procedures
- I. At completion of installation, provide written documentation that components were applied according to manufacturer's instructions and recommendations and according to approved schedule.
- J. Fire-Rated Door Assemblies: Where fire-rated door assemblies are indicated, provide door hardware rated for use in assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire protection ratings indicated, based on testing at positive pressure according to UL 10C, unless otherwise indicated.
- K. Smoke- and Draft-Control Door Assemblies: Where smoke- and draft-control door assemblies are required, provide door hardware that complies with requirements of assemblies tested in accordance with UL 1784 and installed in compliance with NFPA 105.
1. Air Leakage Rate: Maximum air leakage of 0.3 cfm/sq. ft. (3 cu. m per minute/sq. m) at the tested pressure differential of 0.3-inch wg (75 Pa) of water.
- L. Accessibility Requirements: For door hardware on doors in an accessible route, comply with ICC/ANSI A117.1 Accessibility Guidelines.
1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf (22.2 N).
  2. Comply with the following maximum opening-force requirements:
    - a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf (22.2 N) applied perpendicular to door.
- 1.6 DELIVERY, STORAGE, AND HANDLING
- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.

- B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates and necessary fasteners with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

#### 1.7 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
- B. Door Hardware and Electrical Connections: Coordinate the layout and installation of scheduled electrified door hardware and related access control equipment with required connections to source power junction boxes, low voltage power supplies, detection and monitoring hardware, and fire and detection alarm systems.
- C. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

#### 1.8 WARRANTY

- A. General Warranty: Reference Division 01. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Warranty: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
  - a. Structural failures including excessive deflection, cracking, or breakage.
  - b. Faulty operation of doors and door hardware.
  - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
  - d. Electrical component defects and failures within the systems operation.
- C. Warranty Period: Five years from date of Substantial Completion, unless otherwise indicated.

## PART 2 - PRODUCTS

### 2.1 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
- B. Provide door hardware for each door as scheduled in Part 3 "Door Hardware Schedule" Article to comply with requirements in this Section.
  - 1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated and products complying with BHMA designations referenced.
- C. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in Part 3 "Door Hardware Schedule" Article. Products are identified by using door hardware designations, as follows:
  - 1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.
  - 2. References to BHMA Designations: Provide products complying with these designations and requirements for description, quality, and function.
- D. Please note that ASSA ABLOY is transitioning the Yale Commercial brand to ASSA ABLOY ACCENTRA. This affects only the brand name; the products and product numbers will remain unchanged. The brand transition is expected to be complete in or about May of 2024, and products shipping after that time will be branded ASSA ABLOY ACCENTRA.
- E. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

### 2.2 BUTT HINGES

- A. Hinges: BHMA A156.1 butt hinges with number of hinge knuckles and other options as specified in the Door Hardware Sets. Provide template-produced hinges for hinges installed on hollow-metal doors and hollow-metal frames.
  - 1. Quantity: Provide the following hinge quantity:
    - a. Two Hinges: For doors with heights up to 60 inches.
    - b. Three Hinges: For doors with heights 61 to 90 inches.
    - c. Four Hinges: For doors with heights 91 to 120 inches.



- d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.
2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
  - a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.
  - b. Sizes from 3'1" to 4'0": 5" standard or heavy weight as specified.
3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
  - a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
  - b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.
4. Hinge Options: Comply with the following:
  - a. Non-removable Pins: With the exception of electric through wire hinges, provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the all out-swinging lockable doors.
5. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Hager Companies (HA) – BB Series, 5-knuckle.
  - b. IVES Hardware; an Ingersoll-Rand company.
  - c. McKinney (MK) – TA/T4A Series, 5-knuckle.
  - d. Pemko (PE).
  - e. Markar.

## 2.3 POWER TRANSFER DEVICES

- A. Concealed Quick Connect Electric Power Transfers: Provide concealed wiring pathway housing mortised into the door and frame for low voltage electrified door hardware. Furnish with Molex™ standardized plug connectors and a minimum of eight concealed wires to accommodate the electrified functions specified in the Door Hardware Sets. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Wire nut connections are not acceptable.
  1. Manufacturers:
    - a. Securitron (SU) - EL-EPT Series.
    - b. SDC.
    - c. McKinney
- B. Electric Door Wire Harnesses: Provide electric/data transfer wiring harnesses with standardized plug connectors to accommodate up to twelve (12) wires. Connectors

plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Provide sufficient number and type of concealed wires to accommodate electric function of specified hardware. Provide a connector for through-door electronic locking devices and from hinge to junction box above the opening. Wire nut connections are not acceptable. Determine the length required for each electrified hardware component for the door type, size and construction, minimum of two per electrified opening.

1. Provide one each of the following tools as part of the base bid contract:
  - a. McKinney (MK) - Electrical Connecting Kit: QC-R001.
  - b. McKinney (MK) - Connector Hand Tool: QC-R003.
2. Manufacturers:
  - a. Hager Companies (HA) - Quick Connect.
  - b. McKinney (MK) - QC-C Series.
  - c. Dormakaba Best (ST) - WH Series.

#### 2.4 DOOR OPERATING TRIM

- A. Door Push Plates and Pulls: ANSI/BHMA A156.6 door pushes and pull units of type and design specified in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.
  1. Offset Pull Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door and offset of 90 degrees unless otherwise indicated.
  2. Pulls, where applicable, shall be provided with a 10" clearance from the finished floor on the push side to accommodate wheelchair accessibility.
  3. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.
  4. Manufacturers:
    - a. Burns Manufacturing (BU).
    - b. Rockwood (RO).
    - c. Trimco (TC).

#### 2.5 CYLINDERS AND KEYING

- A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.
  1. Manufacturers:
    - a. Medeco (MC) [Exterior doors].
    - b. ASSA ABLOY ACCENTRA, formerly known as Yale (YA) [Interior doors].

- B. Cylinder Types: Original manufacturer cylinders able to supply the following cylinder formats and types:
  - 1. Threaded mortise cylinders with rings and cams to suit hardware application.
  - 2. Rim cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
  - 3. Bored or cylindrical lock cylinders with tailpieces as required to suit locks.
  - 4. Tubular deadlocks and other auxiliary locks.
  - 5. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
  - 6. Keyway: Match Facility Restricted Keyway
- C. Keying System: Each type of lock and cylinders to be factory keyed.
  - 1. Supplier shall conduct a "Keying Conference" to define and document keying system instructions and requirements.
  - 2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
  - 3. Existing System: Field verify and key cylinders to match Owner's existing system.
- D. Key Quantity: Provide the following minimum number of keys:
  - 1. Change Keys per Cylinder: Three (3)
  - 2. Construction Keys (where required): Ten (10).
- E. Construction Keying: Provide construction master keyed cylinders.
- F. Key Registration List (Bitting List):
  - 1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
  - 2. Provide transcript list in writing or electronic file as directed by the Owner.

## 2.6 MORTISE LOCKS AND LATCHING DEVICES

- A. Mortise Locksets, Grade 1 (Heavy Duty): Provide ANSI/BHMA A156.13, Series 1000, Operational Grade 1 Certified Products Directory (CPD) listed mortise locksets. Listed manufacturers shall meet all functions and features as specified herein.
  - 1. Manufacturers:
    - a. ASSA ABLOY ACCENTRA, formerly known as Yale (YA) - 8800FL Series. (Basis of Design)
    - b. Corbin Russwin Hardware (RU) - ML2000 Series.
    - c. Sargent Manufacturing (SA) - 8200 Series.
    - d. Schlage (SC) - L9000 Series.

## 2.7 LOCK AND LATCH STRIKES

- A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:
1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
  2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
  3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
  4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.
- B. Standards: Comply with the following:
1. Strikes for Mortise Locks and Latches: BHMA A156.13.
  2. Strikes for Bored Locks and Latches: BHMA A156.2.
  3. Strikes for Auxiliary Deadlocks: BHMA A156.36.
  4. Dustproof Strikes: BHMA A156.16.

## 2.8 CONVENTIONAL EXIT DEVICES

- A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:
1. Exit devices shall have a five-year warranty.
  2. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.
  3. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer's catalog and template book for specific requirements.
  4. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.
  5. Devices must fit flat against the door face with no gap that permits unauthorized dogging of the push bar. The addition of filler strips is required in any case where the door light extends behind the device as in a full glass configuration.
  6. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty escutcheon trim with threaded studs for thru-bolts.
    - a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets.
    - b. Where function of exit device requires a cylinder, provide a cylinder (Rim or Mortise) as specified in Hardware Sets.

7. Vertical Rod Exit Devices: Where surface or concealed vertical rod exit devices are used at interior openings, provide as less bottom rod (LBR) unless otherwise indicated. Provide dust proof strikes where thermal pins are required to project into the floor.
8. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2" wide stiles.
9. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.
10. Rail Sizing: Provide exit device rails factory sized for proper door width application.
11. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.

B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 Certified Products Directory (CPD) listed exit devices. Listed manufacturers shall meet all functions and features as specified herein.

1. Manufacturers:
  - a. ASSA ABLOY ACCENTRA, formerly known as Yale (YA) - 7000 Series.
  - b. Corbin Russwin Hardware (RU) - ED4000 / ED5000 Series.
  - c. Sargent Manufacturing (SA) - 80 Series. (Basis of Design)

## 2.9 DOOR CLOSERS

A. All door closers specified herein shall meet or exceed the following criteria:

1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers.
2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
3. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the Americans with Disabilities Act, provide units complying with ANSI ICC/A117.1.
4. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
5. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.
6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.

B. Door Closers, Surface Mounted (Heavy Duty): ANSI/BHMA A156.4, Grade 1 Certified Products Directory (CPD) listed surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and

pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control. Provide non-handed units standard.

1. Heavy duty surface mounted door closers shall have a 30-year warranty.
2. Manufacturers:
  - a. ASSA ABLOY ACCENTRA, formerly known as Yale (YA) - 4400 Series.
  - b. dormakaba (DO) - 8900 Series.
  - c. LCN Closers (LC) - 4040 Series. (Basis of Design)
  - d. Norton Rixson (NO) - 7500 Series.

## 2.10 ARCHITECTURAL TRIM

### A. Door Protective Trim

1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.
2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1" LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.
3. Where plates are applied to fire rated doors with the top of the plate more than 16" above the bottom of the door, provide plates complying with NFPA 80. Consult manufacturer's catalog and template book for specific requirements for size and applications.
4. Protection Plates: ANSI/BHMA A156.6 protection plates (kick, armor, or mop), fabricated from the following:
  - a. Stainless Steel: 300 grade, 050-inch thick.
5. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes.
6. Manufacturers:
  - a. Burns Manufacturing (BU).
  - b. Trimco (TC).
  - c. Rockwood (RO).

## 2.11 DOOR STOPS AND HOLDERS

- A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.
- B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 door stops and floor stops. Provide floor stops, unless wall bumpers or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.

1. Manufacturers:
  - a. Burns Manufacturing (BU).
  - b. Hiawatha, Inc. (HI).
  - c. Rockwood (RO).
  - d. Trimco.

C. Overhead Door Stops and Holders: ANSI/BHMA A156.8, Grade 1 Certified Products Directory (CPD) listed overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.

1. Manufacturers:
  - a. Norton Rixson (RF).
  - b. Rockwood (RO).
  - c. Sargent Manufacturing (SA).

## 2.12 ARCHITECTURAL SEALS

A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.

B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.

1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.

C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.

1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NPFA 252, Standard Methods of Fire Tests of Door Assemblies.

D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.

E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.

F. Manufacturers:

1. National Guard Products (NG).
2. Pemko (PE).
3. Reese Enterprises, Inc. (RE).

## 2.13 FABRICATION

- A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rated labels and as otherwise approved by Architect.
  1. Manufacturer's identification is permitted on rim of lock cylinders only.
- B. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18.
- C. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.
  1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
  2. Fasteners for Wood and Clad Wood Doors: Comply with requirements in DHI WDHS.2, "Recommended Fasteners for Wood Doors."
  3. Gasketing Fasteners: Provide noncorrosive fasteners.

## 2.14 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.
- D. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance



of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

### 3.2 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.
- B. Wood Doors: Comply with ANSI/DHI A115-W series.

### 3.3 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
  - 1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals
  - 2. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
  - 3. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- B. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
  - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
  - 2. DHI TDH-007-20: Installation Guide for Doors and Hardware.
  - 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
  - 4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.

- C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
- D. Boxed Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings. Verify location with Architect.
- E. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."
- F. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

### 3.4 FIELD QUALITY CONTROL

- A. Field Inspection (Punch Report): Reference Division 01 Sections "Closeout Procedures". Produce project punch report for each installed door opening indicating compliance with approved submittals and verification hardware is properly installed, operating and adjusted. Include list of items to be completed and corrected, indicating the reasons or deficiencies causing the Work to be incomplete or rejected.
  - 1. Organization of List: Include separate Door Opening and Deficiencies and Corrective Action Lists organized by Mark, Opening Remarks and Comments, and related Opening Images and Video Recordings.

### 3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

### 3.6 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- B. Clean adjacent surfaces soiled by door hardware installation.
- C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

### 3.7 DEMONSTRATION

- A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

### 3.8 DOOR HARDWARE SETS

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

1. Quantities listed are for each pair of doors, or for each single door.
2. The supplier is responsible for handing and sizing all products.
3. Where multiple options for a piece of hardware are given in a single line item, the supplier shall provide the appropriate application for the opening.
4. At existing openings with new hardware, the supplier shall field inspect existing conditions prior to the submittal stage to verify the specified hardware will work as required. Provide alternate solutions and proposals as needed.

- B. Manufacturer's Abbreviations:

1. MK - McKinney
2. YA - ASSA ABLOY ACCENTRA, formerly known as Yale
3. NO - Norton
4. HS - HES
5. RF - Rixson
6. RO - Rockwood
7. PE - Pemko
8. OT - Other
9. SU - Securitron
10. SA - Sargent
11. MC - Medeco

**HARDWARE SETS**

**SET: 1.0**

DOORS: 110

1	ELECTRIC POWER TRANSFER	EL-EPT-SC	630	SU	⚡
1	RIM EXIT DEVICE [NL- REX,MELR]	LC 55 56 8804 24VDC	US32D	SA	⚡
1	RIM CYLINDER	BY OWNER	626	MC	
1	OFFSET TUBULAR DOOR PULL	RM201	US32D	RO	
1	CARD READER	BY SECURITY SUPPLIER	-	OT	⚡
1	ELECTROLYNX HARNESS (DOOR)	QC-CXXX LENGTH AS REQUIRED	-	MK	⚡
1	ELECTROLYNX HARNESS (FRAME)	QC-C1500P	-	MK	⚡
1	POWER SUPPLY	BY SECURITY SUPPLIER	-	OT	⚡
1	EXISTING	BALANCE OF EXISTING HARDWARE TO REMAIN	-	OT	
1	WIRING DIAGRAM	ELEVATION AND POINT TO POINT AS SPECIFIED	-	OT	

NOTES: EXISTING SARGENT 80 SERIES ALARMED EXIT ONLY EXIT DEVICE TO BE REMOVED.

NEW SARGENT 80 SERIES EXIT DEVICE WITH ELECTRIC LATCH RETRACTION AND EXIT SWITCH TO BE INSTALLED.

NEW CYLINDER HOLE TO BE ADDED TO EXISTING DOOR.

NEW DOOR PULL TO BE ADDED TO EXISTING DOOR.

NEW ELECTRIC POWER TRANSFER TO BE MORTISED INTO DOOR/FRAME.

OPERATIONAL NARRATIVE

DOOR NORMALLY CLOSED AND LOCKED.

ENTRY BY VALID CREDENTIAL PRESENTED TO THE WALL/MULLION MOUNTED CARD READER; MECHANICAL KEY OVERRIDE.

FREE EGRESS AT ALL TIMES.

FAIL-SECURE.

**SET: 2.0**

DOORS: 113D

4	HINGE, FULL MORTISE	TA2714	US26D	MK
1	CLASSROOM LOCK	CRR 8808FL	626	YA
1	FLOOR STOP	441CU	US26D	RO
3	SILENCER	608	GRY	RO

**SET: 3.0**

DOORS: 113B, 113C

1 CLASSROOM LOCK	CRR 8808FL	626	YA
1 EXISTING	BALANCE OF EXISTING HARDWARE TO REMAIN	-	OT

**SET: 4.0**

DOORS: 125AA, 125AB

4 HINGE, FULL MORTISE	TA2714	US26D	MK
1 PASSAGE LATCH	CRR 8801FL	626	YA
1 SURFACE CLOSER	7500 DA	689	NO
1 KICK PLATE	K1050 (F) 36" HIGH CSK BEV	US32D	RO
1 WALL STOP	403	US26D	RO
1 GASKETING	S88BL (HEAD & JAMBS)	BL	PE

NOTES: \*\*\*SPECIAL TEMPLATING AS REQUIRED TO ALLOW 180° SWING.\*\*\*

END OF SECTION 087100

## SECTION 092216 - NON-STRUCTURAL METAL FRAMING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 Section Includes: SUMMARY

- A.
  - 1. Non-load-bearing steel framing systems for interior gypsum board assemblies.
  - 2. Suspension systems for interior gypsum ceilings, soffits and grid systems.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Delegated Design: For non-structural metal framing.

### PART 2 - PRODUCTS

#### 2.1 DESCRIPTION

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.
- C. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design non-structural metal framing.

#### 2.2 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.

1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
  2. Protective Coating: ASTM A 653/A 653M, G60 (Z180), hot-dip galvanized, unless otherwise indicated.
- B. Studs and Runners: ASTM C 645.
1. Steel Studs and Runners:
    - a. Minimum Base-Metal Thickness: 20 ga. for 3-5/8-inch studs and 18 ga. for 6-inch studs. Equal effective gauge will not be accepted.
    - b. Depth: As indicated on Drawings.
- C. Slip-Type Head Joints: Where indicated, provide the following:
1. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Dietrich Metal Framing.
      - 2) MBA Building Supplies.
      - 3) Steel Network Inc. (The).
      - 4) Superior Metal Trim.
- D. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
1. Minimum Base-Metal Thickness: 0.033 inch (0.84 mm).
- E. Cold-Rolled Channel Bridging: Steel, 0.053-inch (1.34-mm) minimum base-metal thickness, with minimum 1/2-inch- (13-mm-) wide flanges.
1. Depth: As indicated on the drawings.
  2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches (38 by 38 mm), 0.068-inch- (1.72-mm-) thick, galvanized steel.
- F. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
1. Minimum Base-Metal Thickness: 0.033 inch (0.84 mm).
  2. Depth: 7/8 inch (22.2 mm).
- G. Cold-Rolled Furring Channels: 0.053-inch (1.34-mm) uncoated-steel thickness, with minimum 1/2-inch- (13-mm-) wide flanges.
1. Depth: 3/4 inch (19 mm).
  2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum uncoated-steel thickness of 0.033 inch (0.8 mm).

3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- (1.59-mm-) diameter wire, or double strand of 0.048-inch- (1.21-mm-) diameter wire.
- H. Z-Shaped Furring: With slotted or nonslotted web, face flange of 1-1/4 inches (31.8 mm), wall attachment flange of 7/8 inch (22 mm), minimum uncoated-metal thickness of 0.018 inch (0.45 mm), and depth required to fit insulation thickness indicated.

## 2.3 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- (1.59-mm-) diameter wire, or double strand of 0.048-inch- (1.21-mm-) diameter wire.
- B. Hanger Attachments to Concrete:
  1. Anchors: Fabricated from corrosion-resistant materials with holes or loops for attaching wire hangers and capable of sustaining, without failure, a load equal to 5 times that imposed by construction as determined by testing according to ASTM E 488 by an independent testing agency.
  2. Powder-Actuated Fasteners: Suitable for application indicated, fabricated from corrosion-resistant materials with clips or other devices for attaching hangers of type indicated, and capable of sustaining, without failure, a load equal to 10 times that imposed by construction as determined by testing according to ASTM E 1190 by an independent testing agency.
- C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch (4.12 mm) in diameter.
- D. Carrying Channels: Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.053 inch (1.34 mm) and minimum 1/2-inch- (13-mm-) wide flanges.
  1. Depth: 2-1/2 inches (64 mm).
- E. Grid Suspension System for Gypsum Board Ceilings: ASTM C 645, direct-hung system composed of main beams and cross-furring members that interlock.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Armstrong World Industries, Inc.
    - b. Chicago Metallic Corporation.
    - c. USG Corporation.

## 2.4 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.



1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Isolation Strip at Exterior Walls: Provide one of the following:
  1. Asphalt-Saturated Organic Felt: ASTM D 226, Type I (No. 15 asphalt felt), nonperforated.
  2. Foam Gasket: Adhesive-backed, closed cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch (3.2 mm) thick, in width to suit steel stud size.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
  1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

### 3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754, except comply with framing sizes and spacing indicated.
  1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

### 3.4 INSTALLING FRAMED ASSEMBLIES

- A. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- B. Install studs so flanges within framing system point in same direction.
  - 1. Space studs as follows:
    - a. Single-Layer Application: 16 inches (406 mm) o.c. unless otherwise indicated.
    - b. Multilayer Application: 16 inches (406 mm) o.c. unless otherwise indicated.
- C. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.
  - 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
  - 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
    - a. Install two studs at each jamb unless otherwise indicated.
    - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch (13-mm) clearance from jamb stud to allow for installation of control joint in finished assembly.
    - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
  - 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
  - 4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
    - a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.
  - 5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
- D. Direct Furring:
  - 1. Screw to wood framing.
  - 2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (610 mm) o.c.

E. Z-Furring Members:

1. Erect insulation (specified in Section 072100 "Thermal Insulation") vertically and hold in place with Z-furring members spaced 24 inches (610 mm) o.c.
2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (610 mm) o.c.
3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches (305 mm) from corner and cut insulation to fit.

F. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch (3 mm) from the plane formed by faces of adjacent framing.

### 3.5 INSTALLING SUSPENSION SYSTEMS

A. Install suspension system components in sizes and spacings indicated on Drawings, but not less than those required by referenced installation standards for assembly types and other assembly components indicated.

B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.

C. Suspend hangers from building structure as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
  - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
  - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
4. Do not attach hangers to steel roof deck.

5. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
  6. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
  7. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.
- E. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.
- F. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet (3 mm in 3.6 m) measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

## SECTION 092900 - GYPSUM BOARD

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Interior gypsum board.

- B. Related Requirements:

- 1. Section 092216 "Non-Structural Metal Framing" for non-structural framing and suspension systems that support gypsum board panels.
  - 2. Section 099100 "Painting" for finish painting.

#### 1.3 ACTION SUBMITTALS

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

#### 1.4 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

#### 1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## PART 2 - PRODUCTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

### 2.2 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

### 2.3 INTERIOR GYPSUM BOARD

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. CertainTeed Corp.
  2. Georgia-Pacific Gypsum LLC.
  3. Lafarge North America Inc.
  4. National Gypsum Company.
  5. USG Corporation.
- B. Gypsum Board, Type X: ASTM C 1396/C 1396M.
  1. Thickness: 5/8 inch (15.9 mm).
  2. Long Edges: Tapered.
- C. Gypsum Ceiling Board: ASTM C 1396/C 1396M.
  1. Thickness: 1/2 inch (12.7 mm) minimum or match existing if abutting existing ceiling.
  2. Long Edges: Tapered.
- D. Moisture- and Mold-Resistant Gypsum Board: ASTM C 1396/C 1396M. With moisture- and mold-resistant core and paper surfaces.
  1. Core: 5/8 inch (15.9 mm), Type X.
  2. Long Edges: Tapered.

3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

## 2.4 TRIM ACCESSORIES

### A. Interior Trim: ASTM C 1047.

1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
2. Shapes:
  - a. Cornerbead.
  - b. LC-Bead: J-shaped; exposed long flange receives joint compound.
  - c. L-Bead: L-shaped; exposed long flange receives joint compound.
  - d. U-Bead: J-shaped; exposed short flange does not receive joint compound.
  - e. Expansion (control) joint.

### B. Aluminum Trim: Extruded accessories of profiles and dimensions indicated.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Fry Reglet Corp.
  - b. Gordon, Inc.
  - c. Pittcon Industries.
2. Aluminum: Alloy and temper with not less than the strength and durability properties of ASTM B 221 (ASTM B 221M), Alloy 6063-T5.
3. Finish: Corrosion-resistant primer compatible with joint compound and finish materials specified.

## 2.5 JOINT TREATMENT MATERIALS

### A. General: Comply with ASTM C 475/C 475M.

### B. Joint Tape:

1. Interior Gypsum Board: Paper.
2. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
3. Tile Backing Panels: As recommended by panel manufacturer.

### C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
3. Fill Coat: For second coat, use drying-type, all-purpose compound.

4. Finish Coat: For third coat, use drying-type, all-purpose compound.
5. Skim Coat: For final coat of Level 5 finish, use drying-type, all-purpose compound.

## 2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
  1. Laminating adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
  1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.
  2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
  1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
- E. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Accemetric LLC.
    - b. Grabber Construction Products.
    - c. Pecora Corporation.
    - d. USG Corporation.
  2. Acoustical joint sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- F. Thermal Insulation: As specified in Section 072100 "Thermal Insulation."
- G. Vapor Retarder: As specified in Section 072100 "Thermal Insulation."



## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and framing, with Installer present, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. In cold weather and during gypsum wallboard joint finishing, maintain a temperature range of 55 to 70-deg. F. Adequate ventilation shall be provided to carry off excess moisture.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
  - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
  - 2. Fit gypsum panels around ducts, pipes, and conduits.
  - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.

- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, including floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- I. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.
- J. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

### 3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
  - 1. Wallboard: Vertical surfaces unless otherwise indicated.
  - 2. Type X: All rated walls and ceilings.
  - 3. Ceiling Type: Ceiling surfaces, unless otherwise indicated.
  - 4. Abuse-Resistant Type: New wall of Youth Program Room 113.
  - 5. Moisture- and Mold-Resistant Type: As needed for patching/repairs for plumbing walls.
- B. Single-Layer Application:
  - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
  - 2. On partitions/walls, apply gypsum panels vertically (parallel to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
    - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
  - 3. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
  - 4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.
- C. Multilayer Application:
  - 1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply

base layers at right angles to framing members and offset face-layer joints one framing member, 16 inches (400 mm) minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.

2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
  3. On Z-furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
  4. Fastening Methods: Fasten base layers with screws; fasten face layers with adhesive and supplementary fasteners.
- D. Laminating to Substrate: Where gypsum panels are indicated as directly adhered to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written recommendations and temporarily brace or fasten gypsum panels until fastening adhesive has set.

### 3.4 APPLYING TILE BACKING PANELS

- A. Glass-Mat, Water-Resistant Backing Panels: Comply with manufacturer's written installation instructions and install at locations indicated to receive tile. Install with 1/4-inch (6.4-mm) gap where panels abut other construction or penetrations.
- B. Cementitious Backer Units: ANSI A108.11, at locations indicated to receive tile.
- C. Where tile backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces.

### 3.5 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
  1. Cornerbead: Use at outside corners unless otherwise indicated.
  2. LC-Bead: Use at exposed panel edges.
  3. L-Bead: Use where indicated.
  4. U-Bead: Use at exposed panel edges.

### 3.6 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
  - 1. Level 1: Ceiling plenum areas, concealed areas and where indicated.
  - 2. Level 2: Panels that are substrate for tile.
  - 3. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
    - a. Primer and its application to surfaces are specified in other Section 099100 "Painting."
  - 4. Level 5: At wall of Youth Program Room 113 to receive wall covering, full extent, including new and existing.
    - a. Primer and its application to surfaces are specified in other Section 099100 "Painting."

### 3.7 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

## SECTION 095113 - ACOUSTICAL PANEL CEILINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes acoustical panels and exposed suspension systems for ceilings, including removal and replacement of existing ceilings and suspension systems.
- B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.
- C. Related Requirements:
  - 1. Section 012300 "Alternates" for preferred alternate requirements.
  - 2. Section 024119 "Selective Demolition" for removal requirements for existing construction.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of size indicated below.
  - 1. Acoustical Panel: Set of 6-inch- (150-mm-) square Samples of each type, color, pattern, and texture.
  - 2. Exposed Suspension-System Members, Moldings, and Trim: Set of 6-inch- (150-mm-) long Samples of each type, finish, and color.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For finishes to include in maintenance manuals.

## 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Acoustical Ceiling Panels: Full-size panels equal to 2 percent of quantity installed.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels, suspension-system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

## 1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
  - 2. Smoke-Developed Index: 450 or less.
- B. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

## 2.2 ACOUSTICAL PANELS, GENERAL

- A. Source Limitations: Obtain each type of acoustical ceiling panel and supporting suspension system from single source from single manufacturer.
- B. Glass-Fiber-Based Panels: Made with binder containing no urea formaldehyde.
- C. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances unless otherwise indicated.
  - 1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches (400 mm) away from test surface according to ASTM E 795.
- D. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.
  - 1. Where appearance characteristics of acoustical panels are indicated by referencing pattern designations in ASTM E 1264 and not manufacturers' proprietary product designations, provide products selected by Architect from each manufacturer's full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.

## 2.3 ACOUSTICAL PANELS

- A. Basis of Design: Preferred alternate (see 012300) acoustical ceiling panels are based on Ultima 1911A, to match existing, as manufactured by Armstrong World Industries, Inc. Subject to compliance with requirements, provide the named products or comparable products by one of the following:
  - 1. CertainTeed Corp.
  - 2. USG Interiors, Inc.; Subsidiary of USG Corporation.
- B. Classification: Provide panels complying with ASTM E 1264 for type, form, and pattern as follows:
  - 1. Type and Form: Type IV, mineral base with membrane-faced overlay; Form 2, water felted.
  - 2. Pattern: E, Lightly textured.
- C. Color: White.
- D. LR: Not less than 0.88.
- E. NRC: Not less than 0.75.
- F. CAC: Not less than 35.

- G. Edge/Joint Detail: Beveled tegular.
- H. Thickness: 3/4 inch (19 mm).
- I. Modular Size: 24 by 24 inches (610 by 610 mm).
- J. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical panels treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.

## 2.4 METAL SUSPENSION SYSTEMS, GENERAL

- A. Metal Suspension-System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635/C 635M.
- B. Attachment Devices: Size for five times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
- C. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
  - 1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
  - 2. Stainless-Steel Wire: ASTM A 580/A 580M, Type 304, nonmagnetic.
  - 3. Nickel-Copper-Alloy Wire: ASTM B 164, nickel-copper-alloy UNS No. N04400.
  - 4. Size: Select wire diameter so its stress at three times hanger design load (ASTM C 635/C 635M, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 0.135-inch- (3.5-mm-) diameter wire.

## 2.5 METAL SUSPENSION SYSTEM

- A. Basis of Design: Preferred alternate (see 012300) metal suspension system is based on Prelude ML 15/16" Exposed Tee, to match existing, as manufactured by Armstrong World Industries, Inc. Subject to compliance with requirements, provide the named products or comparable products by one of the following:
  - 1. CertainTeed Corp.
  - 2. USG Interiors, Inc.; Subsidiary of USG Corporation.
- B. Wide-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653/A 653M, not less than G30 (Z90) coating designation; with prefinished 15/16-inch- (24-mm-) wide metal caps on flanges.



1. Structural Classification: Intermediate-duty system.
2. End Condition of Cross Runners: Override (stepped) type.
3. Face Design: Flat, flush.
4. Cap Material: Steel or aluminum cold-rolled sheet.
5. Cap Finish: Painted white.

## 2.6 METAL EDGE MOLDINGS AND TRIM

- A. Manufacturers: Provide products from same manufacturer as metal suspension system.
- B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.
  1. Provide manufacturer's standard edge moldings that fit acoustical panel edge details and suspension systems indicated and that match width and configuration of exposed runners unless otherwise indicated.
  2. For lay-in panels with reveal edge details, provide stepped edge molding that forms reveal of same depth and width as that formed between edge of panel and flange at exposed suspension member.
  3. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.
- C. Extruded-Aluminum Edge Moldings and Trim: Where indicated, provide manufacturer's extruded-aluminum edge moldings and trim of profile indicated or referenced by manufacturer's designations, including splice plates, corner pieces, and attachment and other clips, complying with seismic design requirements and the following:
  1. Aluminum Alloy: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than the strength and durability properties of aluminum extrusions complying with ASTM B 221 (ASTM B 221M) for Alloy and Temper 6063-T5.
  2. Baked-Enamel or Powder-Coat Finish: Minimum dry film thickness of 1.5 mils (0.04 mm). Comply with ASTM C 635/C 635M and coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

## 2.7 ACOUSTICAL SEALANT

- A. Acoustical Sealant: Manufacturer's standard sealant complying with ASTM C 834 and effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
  1. Exposed and Concealed Joints: Nonsag, paintable, nonstaining latex sealant.

2. Concealed Joints: Nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic-rubber sealant.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged or mold damaged.
- C. Proceed with installation only after demolition of existing ceilings and suspension systems have been removed and unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

### 3.3 INSTALLATION

- A. General: Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
  1. Fire-Rated Assembly: Install fire-rated ceiling systems according to tested fire-rated design.
- B. Suspend ceiling hangers from building's structural members and as follows:
  1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
  2. Splay hangers only where required and, if permitted with fire-resistance-rated ceilings, to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
  3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.

4. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
  5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
  6. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
  7. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
  8. Do not attach hangers to steel deck tabs.
  9. Do not attach hangers to steel roof deck. Attach hangers to structural members.
  10. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches (200 mm) from ends of each member.
  11. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
- C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.
- D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
  2. Screw attach moldings to substrate at intervals not more than 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3.2 mm in 3.6 m). Miter corners accurately and connect securely.
  3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- F. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.

1. Arrange directionally patterned acoustical panels as indicated on reflected ceiling plans.
2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
3. For reveal-edged panels on suspension-system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
4. For reveal-edged panels on suspension-system members with box-shaped flanges, install panels with reveal surfaces in firm contact with suspension-system surfaces and panel faces flush with bottom face of runners.
5. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
6. Protect lighting fixtures and air ducts to comply with requirements indicated for fire-resistance-rated assembly.

### 3.4 CLEANING

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095113

## SECTION 096513 - RESILIENT BASE AND ACCESSORIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Resilient base.
- 2. Resilient molding accessories.
- 3. Metal edge strips.
- 4. Removal of existing vinyl base where indicated.

- B. Related Sections:

- 1. Section 024119 "Selective Demolition" for removal requirements for existing construction.
- 2. Section 096519 "Resilient Tile Flooring" for resilient floor tile.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each type of product indicated, in manufacturer's standard-size Samples but not less than 12 inches (300 mm) long, of each resilient product color, texture, and pattern required.
- C. Product Schedule: For resilient products. Use same designations indicated on Drawings.

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Furnish not less than 10 linear feet (3 linear m) for every 500 linear feet (150 linear m) or fraction thereof, of each type, color, pattern, and size of resilient product installed.

## 1.5 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
  - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

## 1.7 PROJECT CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive resilient products during the following time periods:
  - 1. 48 hours before installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).
- C. Install resilient products after other finishing operations, including painting, have been completed.

## PART 2 - PRODUCTS

### 2.1 RESILIENT BASE

- A. Resilient Base:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Armstrong World Industries, Inc.
    - b. Flexco, Inc.
    - c. Johnsonite.
    - d. Roppe Corporation, USA (Basis of Design).
- B. Resilient Base Standard: ASTM F 1861.
  - 1. Material Requirement: Type TS (rubber, vulcanized thermoset) or Type TP (rubber, thermoplastic).
  - 2. Manufacturing Method: Group I (solid, homogeneous).

- 3. Styles: Cove (base with toe) and straight.
- C. Minimum Thickness: 0.125 inch (3.2 mm).
- D. Height: 4 inches (102 mm).
- E. Lengths: Coils in manufacturer's standard length.
- F. Outside Corners: Preformed.
- G. Inside Corners: Job formed.
- H. Colors and Patterns: See wall base schedule.

## 2.2 RESILIENT MOLDING ACCESSORY

- A. Resilient Molding Accessory:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Flexco, Inc.
    - b. Johnsonite.
    - c. Roppe Corporation, USA.
    - d. Schluter.
  - B. Description: Carpet edge for glue-down applications and reducer strip for resilient floor covering.
  - C. Material: Rubber.
  - D. Profile and Dimensions: As indicated.
  - E. Colors and Patterns: As selected by Architect from full range of industry colors.

## 2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
- C. Metal Edge Strips: Schluter Schiene.
- D. Resilient Edge Strips: Johnsonite Tarkett MET02, PVC.
- E. Floor Polish: Provide protective liquid floor polish products as recommended by resilient stair tread manufacturer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until they are same temperature as the space where they are to be installed.
  - 1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### 3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.



- G. Preformed Corners: Install preformed corners before installing straight pieces.
- H. Job-Formed Corners:
  - 1. Inside Corners: Use straight pieces of maximum lengths possible.

### 3.4 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of carpet and resilient floor covering that would otherwise be exposed.

### 3.5 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
  - 2. Sweep and vacuum surfaces thoroughly.
  - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

END OF SECTION 096513

## SECTION 096516 - RESILIENT SHEET FLOORING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Vinyl sheet flooring.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For each type of resilient sheet flooring.
  - 1. Include sheet flooring layouts, locations of seams, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets and cutouts.
- C. Samples for Verification: For each type of resilient sheet flooring, in manufacturer's standard size, but not less than 6-by-9-inch (150-by-230-mm) sections of each color, texture, and pattern required.
- D. Welded-Seam Samples: For seamless-installation technique indicated and for each resilient sheet flooring product, color and pattern required; with seam running lengthwise and in center of 6-by-9-inch (150-by-230-mm) Sample applied to a rigid backing and prepared by Installer for this Project.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of resilient sheet flooring to include in maintenance manuals.

## 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are competent in techniques required by manufacturer for resilient sheet flooring installation and seaming method indicated.
  - 1. Engage an installer who employs workers for this Project who are trained or certified by resilient sheet flooring manufacturer for installation techniques required.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient sheet flooring and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C). Store rolls upright.

## 1.8 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 85 deg F (29 deg C), in spaces to receive resilient sheet flooring during the following periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).
- C. Close spaces to traffic during resilient sheet flooring installation.
- D. Close spaces to traffic for 48 hours after resilient sheet flooring installation.
- E. Install resilient sheet flooring after other finishing operations, including painting, have been completed.

## PART 2 - PRODUCTS

### 2.1 VINYL SHEET FLOORING (F20)

- A. Basis of Design: Vinyl sheet flooring is based on products by Interface. Subject to compliance with requirements, provide the named products or comparable products by one of the following:
  - 1. Armstrong World Industries.
  - 2. Mannington.

- B. Product Standard: ASTM F1913.
- C. Thickness: 0.080 inch (2.0 mm).
- D. Wearing Surface: As indicated.
- E. Sheet Width: As standard with manufacturer.
- F. Seamless-Installation Method: Heat welded.
- G. Colors and Patterns: As indicated in the Finish Schedule on the drawings.

## 2.2 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient sheet flooring manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by flooring and adhesive manufacturers to suit resilient sheet flooring and substrate conditions indicated.
- C. Seamless-Installation Accessories:
  - 1. Heat-Welding Bead: Manufacturer's solid-strand product for heat welding seams.
    - a. Colors: Match flooring.
- D. Floor Polish: Provide protective, liquid floor-polish products recommended by resilient sheet flooring manufacturer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
  - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient sheet flooring.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Prepare substrates according to resilient sheet flooring manufacturer's written instructions to ensure adhesion of resilient sheet flooring.

- B. Concrete Substrates: Prepare according to ASTM F710.
  - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
  - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by resilient sheet flooring manufacturer. Do not use solvents.
- C. Fill cracks, holes and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install resilient sheet flooring until materials are the same temperature as space where they are to be installed.
  - 1. At least 48 hours in advance of installation, move flooring and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient sheet flooring.

### 3.3 RESILIENT SHEET FLOORING INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient sheet flooring.
- B. Unroll resilient sheet flooring and allow it to stabilize before cutting and fitting.
- C. Lay out resilient sheet flooring as follows:
  - 1. Maintain uniformity of flooring direction.
  - 2. Minimize number of seams; place seams in inconspicuous and low-traffic areas, at least 6 inches (152 mm) away from parallel joints in flooring substrates.
  - 3. Avoid cross seams.
- D. Scribe and cut resilient sheet flooring to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- E. Extend resilient sheet flooring into toe spaces, door reveals, closets and similar openings.
- F. Maintain reference markers, holes and openings that are in place or marked for future cutting by repeating on resilient sheet flooring as marked on substrates. Use chalk or other nonpermanent marking device.
- G. Install resilient sheet flooring on covers for telephone and electrical ducts and similar items in installation areas. Maintain overall continuity of color and pattern between pieces of flooring installed on covers and adjoining flooring. Tightly adhere flooring edges to substrates that abut covers and to cover perimeters.
- H. Adhere resilient sheet flooring to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and

puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

I. Seamless Installation:

1. Heat-Welded Seams: Comply with ASTM F1516. Rout joints and heat weld with welding bead to fuse sections permanently into a seamless flooring installation. Prepare, weld, and finish seams to produce surfaces flush with adjoining flooring surfaces.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient sheet flooring.
- B. Perform the following operations immediately after completing resilient sheet flooring installation:
  1. Remove adhesive and other blemishes from surfaces.
  2. Sweep and vacuum surfaces thoroughly.
  3. Damp-mop surfaces to remove marks and soil.
- C. Protect resilient sheet flooring from marks, marks, indentations and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Floor Polish: Remove soil, adhesive, and blemishes from flooring surfaces before applying liquid floor polish.
  1. Apply two coats.
- E. Cover resilient sheet flooring until Substantial Completion.

END OF SECTION 096516

## SECTION 096519 - RESILIENT TILE FLOORING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Vinyl composition floor tile.

- B. Related Sections:

- 1. Section 096513 "Resilient Base and Accessories" for resilient base, reducer strips, and other accessories installed with resilient floor coverings.

#### 1.3 ACTION SUBMITTALS

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

- B. Samples for Verification: Full-size units of each color and pattern of floor tile required.

- 1. For heat-welding bead, manufacturer's standard-size Samples, but not less than 9 inches (230 mm) long, of each color required.

- C. Product Schedule: For floor tile. Use same designations indicated on Drawings.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

#### 1.5 MATERIALS MAINTENANCE SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

- 1. Floor Tile: Furnish full tiles of not less than 5% of total area of flooring installed of each type, color, and pattern.

## 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for floor tile installation indicated.
  - 1. Engage an installer who employs workers for this Project who are trained or certified by manufacturer for installation techniques required.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C). Store floor tiles on flat surfaces.

## 1.8 PROJECT CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive floor tile during the following time periods:
  - 1. 48 hours before installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).
- C. Close spaces to traffic for 48 hours after floor tile installation.
- D. Install floor tile after other finishing operations, including painting, have been completed.

## PART 2 - PRODUCTS

### 2.1 VINYL COMPOSITION FLOOR TILE

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Armstrong World Industries. Inc. (Basis of Design)
  - 2. Congoleum Corporation.
  - 3. Mannington Mills, Inc.
  - 4. Tarkett, Inc.
- B. Tile Standard: ASTM F 1066, Class 2, through-pattern tile.
- C. Wearing Surface: Smooth.



- D. Thickness: 0.125 inch (3.2 mm).
- E. Size: 12 by 12 inches (305 by 305 mm).
- F. Colors and Patterns: As indicated in finish plan.

## 2.2 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit floor tile and substrate conditions indicated.
- C. Floor Polish: Provide protective liquid floor polish products as recommended by manufacturer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
  - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
  - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.

- D. Do not install floor tiles until they are same temperature as space where they are to be installed.
  - 1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- E. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### 3.3 FLOOR TILE INSTALLATION

- A. Protect adjacent materials and finishes from damage including exposed masonry.
- B. Comply with manufacturer's written instructions for installing floor tile.
- C. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
  - 1. Lay tiles square with room axi.
- D. Match floor tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
  - 1. Lay tiles with grain direction alternating in adjacent tiles (basket-weave pattern).
- E. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.
- F. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent, nonstaining marking device.
- H. Install floor tiles on covers for telephone and electrical ducts, building expansion-joint covers, and similar items in finished floor areas. Maintain overall continuity of color and pattern between pieces of tile installed on covers and adjoining tiles. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.
- I. Adhere floor tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

### 3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
  - 2. Sweep and vacuum surfaces thoroughly.
  - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect floor tile products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Floor Polish: Remove soil, visible adhesive, and surface blemishes from floor tile surfaces before applying liquid floor polish.
  - 1. Apply two coats.
- E. Cover floor tile until Substantial Completion.

END OF SECTION 096519

## SECTION 096813 – CARPET TILE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes modular carpet tile.
- B. Related Requirements:
  - 1. Section 024119 "Selective Structure Demolition" for removing existing concrete slab areas and floor coverings.
  - 2. Section 096513 "Resilient Base and Accessories" for resilient wall base and accessories installed with carpet tile.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to carpet tile installation including, but not limited to, the following:
    - a. Review delivery, storage, and handling procedures.
    - b. Review ambient conditions and ventilation procedures.
    - c. Review subfloor preparation procedures.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
  - 2. Include installation recommendations for each type of substrate.
- B. Shop Drawings: Show the following:
  - 1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet tiles.
  - 2. Carpet tile type, color, and dye lot.
  - 3. Type of subfloor.

4. Type of installation.
  5. Pattern of installation.
  6. Pattern type, location, and direction.
  7. Pile direction.
  8. Type, color, and location of insets and borders.
  9. Type, color, and location of edge, transition, and other accessory strips.
  10. Transition details to other flooring materials.
- C. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
1. Carpet Tile: Full-size Sample.
- D. Product Schedule: For carpet tile. Use designations indicated on Drawings.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For carpet tiles to include in maintenance manuals. Include the following:
1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
  2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

#### 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Carpet Tile: Full-size units equal to 10 percent of amount installed for each type indicated, but not less than 10 sq. yd. (8.3 sq. m).

#### 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by the International Certified Floorcovering Installers Association at the Commercial II certification level.
- B. Fire-Test-Response Ratings: Where indicated, provide carpet tile identical to those of assemblies tested for fire response according to NFPA 253 by a qualified testing agency.

## 1.8 FIELD CONDITIONS

- A. Comply with CRI 104 for temperature, humidity, and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at occupancy levels during the remainder of the construction period.
- C. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.
- D. Where demountable partitions or other items are indicated for installation on top of carpet tiles, install carpet tiles before installing these items.

## 1.9 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
  - 1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism or abuse.
  - 2. Failures include, but are not limited to, more than 10 percent edge raveling, snags, runs, dimensional stability, excess static discharge, loss of tuft bind strength, loss of face fiber and delamination.
  - 3. Warranty Period: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Carbon Footprint: Neutral, as certified by 3<sup>rd</sup> party, across the full product life cycle using carbon offsets verified by the Gold Standard, VCS, CAR or equivalent standard.

### 2.2 CARPET TILE

- A. Basis-of-Design Product: Carpet tile is based on products manufactured by Interface, Inc. Subject to compliance with requirements, provide the indicated products or comparable product by one of the following:
  - 1. J+J Flooring Group
  - 2. Shaw Contract.
- B. Construction: Tufted.

- C. Fiber: 100-percent solution dyed bulk continuous filament (BCF) Nylon, Type 6 or Type 6.6.
  - 1. Yarn shall be integrally stain resistant (i.e., cationic/sulphonated) with no topical stain resistant coating.
- D. Modification Ratio: 2.2 or less.
- E. Primary Backing Material: Manufacturer's standard integrated system which shall provide a moisture barrier.
- F. Colors: As indicated in the Finish Schedule on the drawings.
- G. Applied Soil-Resistance Treatment: Manufacturer's standard material.
- H. Antimicrobial Treatment: Manufacturer's standard material.

## 2.3 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for releasable installation.
- C. Metal Edge/Transition Strips: As specified in Section 096513 "Resilient Base and Accessories."

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Examine carpet tile for type, color, pattern, and potential defects.
- B. Protect adjacent materials and finishes from damage including exposed masonry.
- C. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
  - 1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet tile manufacturer.

2. Subfloor finishes comply with requirements specified in Section 033000 "Cast-in-Place Concrete" for slabs receiving carpet tile.
  3. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider and protrusions more than 1/32 inch (0.8 mm) unless more stringent requirements are required by manufacturer's written instructions.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

### 3.3 INSTALLATION

- A. General: Comply with CRI 104, Section 14, "Carpet Modules" and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: See finish floor schedule on drawings.
- C. Maintain dye lot integrity. Do not mix dye lots in same area.
- D. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures and built-in furniture including cabinets, pipes, outlets, edgings, thresholds and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- E. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves and similar openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.
- G. Install pattern parallel to walls and borders.



- H. Stagger joints of carpet tiles so carpet tile grid is offset from access flooring panel grid. Do not fill seams of access flooring panels with carpet adhesive; keep seams free of adhesive.

### 3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tile:
  - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer.
  - 2. Remove yarns that protrude from carpet tile surface.
  - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with CRI 104, Section 16, "Protecting Indoor Installations."
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION 096813

## SECTION 097200 - WALL COVERINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Custom-fit mural vinyl wall covering.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include data on physical characteristics, durability, fade resistance, and fire-test-response characteristics.
- B. Samples for Verification: For each type of wall covering and for each color, pattern, texture, and finish specified, full width by 36 inches (914 mm) long in size.
  - 1. Wall-Covering Sample: From same production run to be used for the Work, with specified applied.
    - a. Show complete pattern repeat.
    - b. Mark top and face of fabric.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For wall coverings to include in maintenance manuals.

#### 1.5 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install wall coverings until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and HVAC system is operating and maintaining ambient temperature and humidity conditions at levels intended for occupants after Project completion during the remainder of the construction period.
- B. Lighting: Do not install wall covering until lighting that matches conditions intended for occupants after Project completion is provided on the surfaces to receive wall covering.

- C. Ventilation: Provide continuous ventilation during installation and for not less than the time recommended by wall-covering manufacturer for full drying or curing.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Basis of Design: Custom-fit mural vinyl wall coverings are based on Springtime Blooms - Summer Garden L14-1004 as manufactured by Level. Subject to compliance with requirements provide the named products or comparable products by one of the following:
  - 1. Koroseal.
  - 2. Wolf-Gordon.
- B. Fire-Test-Response Characteristics: As determined by testing identical wall coverings applied with identical adhesives to substrates in accordance with test method indicated below by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
    - a. Flame-Spread Index: 25 or less.
    - b. Smoke-Developed Index: 50 or less.

### 2.2 WALL COVERING

- A. Description: Series 14:
  - 1. Type II, 20 oz. Textured vinyl.
  - 2. ASTM F793/F793M for strippable wall coverings.
- B. Dimensions: Verify overall height and width by field measurements.
- C. Color Family: Bright, multi.
- D. Mildew Resistance: Rating of zero or 1 when tested in accordance with ASTM G21.
- E. Colors, Textures, and Patterns: Mural Design.

### 2.3 ACCESSORIES

- A. Adhesive: Mold-and mildew-resistant, low VOC strippable adhesive, for use with specific wall covering and substrate application indicated and as recommended in writing by wall-covering manufacturer.

- B. Primer/Sealer: Low VOC, mildew resistant, as recommended in writing by primer/sealer and wall-covering manufacturers for intended substrate.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation surfaces being true in plane and vertical and horizontal alignment, maximum moisture content and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions for surface preparation.
- B. Clean substrates of substances that could impair bond of wall covering, including dirt, oil, grease, mold and mildew.
- C. Prepare substrates to achieve a smooth, dry, clean, structurally sound surface free of flaking, unsound coatings, cracks, and defects.
  - 1. Gypsum Board: Apply primer/sealer as recommended in writing by primer/sealer manufacturer and wall-covering manufacturer.
  - 2. Painted Surfaces:
    - a. Check for pigment bleeding. Apply primer/sealer to areas susceptible to pigment bleeding as recommended in writing by primer/sealer manufacturer.
    - b. Sand gloss, semigloss and eggshell finishes with fine sandpaper.
- D. Remove hardware and hardware accessories, electrical plates and covers, light fixture trims and similar items.
- E. Acclimatize wall-covering materials by removing them from packaging in the installation areas not less than 24 hours before installation.

#### 3.3 INSTALLATION OF WALL COVERING

- A. Comply with wall covering manufacturers' written installation instructions applicable to products and applications indicated.
- B. Install wall covering without lifted or curling edges and without visible shrinkage.
- C. Butt seams without overlaps or gaps between strips.

- D. Fully bond wall covering to substrate. Remove air bubbles, wrinkles, blisters and other defects.

#### 3.4 CLEANING

- A. Remove excess adhesive at seams, perimeter edges and adjacent surfaces.
- B. Use cleaning methods recommended in writing by wall covering manufacturer.
- C. Replace areas that cannot be cleaned.
- D. Reinstall hardware and hardware accessories, electrical plates and covers, light fixture trims and similar items.

END OF SECTION 097200

## SECTION 099100 - PAINTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following substrates:
  - 1. Gypsum board walls and ceilings.
  - 2. Refinishing existing Break Room wood cabinetry.
  - 3. Exterior ferrous metals.
  - 4. Opaque finished wood doors.
- B. Do not paint pre-finished items, concealed surfaces, operating parts and labels.
  - 1. Pre-Finished items include the following factory-finished components:
    - a. Architectural woodwork.
    - b. Finished mechanical and electrical equipment.
    - c. Light fixtures.
  - 2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
    - a. Furred areas.
    - b. Ceiling plenums.
    - c. Pipe spaces.
  - 3. Finished metal surfaces include the following:
    - a. Anodized aluminum.
    - b. Stainless steel.
    - c. Chromium plate.
    - d. Copper and copper alloys.
    - e. Bronze and brass.
  - 4. Operating parts include moving parts of operating equipment and the following:
    - a. Valve and damper operators.
    - b. Linkages.
    - c. Sensing devices.

- d. Motor and fan shafts.
- 5. Labels: Do not paint over UL, FMG or other code-required labels or equipment name, identification, performance rating or nomenclature plates.

### 1.3 SUBMITTALS

- A. Product Data: For each product indicated, including fillers and primers.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.
  - 1. Submit two(2) samples on rigid backing, 8 inches (200 mm) square.
  - 2. Step coats on Samples to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample using Architect's numbering system indicated on the drawings.
- C. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.

### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the project site in manufacturer's original, unopened packages and containers bearing the manufacturer's name and label and the following information:
  - 1. Product name and title of material.
  - 2. Product description (generic classification or binder type).
  - 3. Manufacturer's stock number and date of manufacture.
  - 4. Contents by volume, for pigment and vehicle constituents.
  - 5. Thinning instructions.
  - 6. Application instructions.
  - 7. Color name and number.
  - 8. VOC content.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.
  - 3. Protect from freezing.

## 1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system.
    - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
    - b. Other Items: Architect will designate items or areas required.
  - 2. Final approval of color selections will be based on mockups.
    - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
  - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.6 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

## 1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
  - 1. Quantity: Furnish 1 gal. (3.8 L) of each material and color applied.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain each paint product from single source from single manufacturer. Primers and undercoat paints shall be same manufacturer as finish coats.



- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Benjamin Moore.
  - 2. Pratt and Lambert Paints.
  - 3. PPG Industries, Inc.
  - 4. Sherwin-Williams (Basis of Design).

## 2.2 PAINT, GENERAL

- A. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24); these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:
  - 1. Flat Paints, Coatings, and Primers: VOC content of not more than 50 g/L.
  - 2. Nonflat Paints, Coatings, and Primers: VOC content of not more than 150 g/L.
  - 3. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
  - 4. Shellacs, Clear: VOC not more than 730 g/L.
  - 5. Shellacs, Pigmented: VOC not more than 550 g/L.
- C. Colors: As indicated in the Finish Schedule on the Drawings.

## 2.3 EXTERIOR PAINT SYSTEMS

- A. Existing Hollow Metal Doors and Frames, Latex:
  - 1. As specified in Section 099600 "High Performance Coatings."
- B. Existing Bollards:
  - 1. Cleaning: SSPC-SPS Power Tool Cleaning.

## 2.4 INTERIOR PAINT SYSTEMS

- A. Wood, Transparent, Varnish, Clear:
  - 1. Two Coats Interior Oil-Based Satin Varnish.

- B. Wood Doors with Opaque Finish, Latex:
  - 1. One Coat Interior Water-Based Primer.
  - 2. Two Coats Latex Semi-Gloss Interior Enamel.
- C. Plastic Chair Rails with Opaque Finish, Latex:
  - 1. Sand or prep surface to enable proper adherence of new finish.
  - 2. One Coat Interior Water-Based Primer.
  - 3. Two Coats Latex Semi-Gloss Interior Enamel.
- D. Hollow Metal Doors and Frames, Latex:
  - 1. One coat Flat Interior/Exterior Waterborne Primer.
  - 2. Two Coats Acrylic Latex Semi-Gloss Interior Enamel.
- E. Gypsum Board Walls, Latex:
  - 1. One Coat Interior Water-Based Primer.
  - 2. Two Coats Latex Eggshell Interior Enamel, as indicated.
- F. Gypsum Board Walls to Receive Wallcoverings, Latex:
  - 1. One Coat Interior Water-Based Primer.
- G. Gypsum Board Ceilings, Latex:
  - 1. One Coat Interior Water-Based Primer.
  - 2. Two Coats Latex Flat Interior Wall Paint.

## 2.5 ACCESSORY MATERIALS

- A. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.

- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
  - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

### 3.2 PREPARATION

- A. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
  - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- B. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- C. Sand and/or clean existing casework that is to be re-stained and prep for new stain and topcoat varnish.
- D. Existing Hollow Metal Doors and Frames: Sand and clean substrates of substances that could impair bond of new paints.
  - 1. Sand as required to prepare surfaces to receive compatible primers to produce paint systems indicated.
- E. Galvanized-Metal Substrates: All galvanized metal substrates to receive field-applied paint shall be factory prime painted.
- F. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.
  2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- D. Painting Mechanical and Electrical Work: Paint items exposed in equipment rooms and occupied spaces including, but not limited to, the following:
1. Mechanical Work:
    - a. Uninsulated metal piping.
    - b. Uninsulated plastic piping.
    - c. Pipe hangers and supports.
    - d. Tanks that do not have factory-applied final finishes.
    - e. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
    - f. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
    - g. Mechanical equipment that is indicated to have a factory-primed finish for field painting.
  2. Electrical Work:
    - a. Electrical equipment that is indicated to have a factory-primed finish for field painting.
    - b. Exposed conduit.
- E. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- F. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- G. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- H. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 099100

## SECTION 099600 - HIGH-PERFORMANCE COATINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes surface preparation and the application of high-performance coating systems.
  - 1. Exterior & Interior Substrates:
- B. Related Requirements:
  - 1. Section 099100 "Painting" for general field painting.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Verification: For each type of coating system and each color and gloss of topcoat indicated.
  - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
  - 2. Apply coats on Samples in steps to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Coatings: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

## 1.6 FIELD CONDITIONS

- A. Apply coatings only when temperature of surfaces to be coated and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

## PART 2 - PRODUCTS

### 2.1 INTERIOR AND EXTERIOR HIGH-PERFORMANCE EPOXY COATINGS

- A. Epoxy Coating System: Provide the following finish system(s) on exterior ferrous metals and galvanized metals.
  1. Basis of Design: High performance coatings are based on Corothane I Aliphatic Finish Coat by The Sherwin-Williams Company. Subject to compliance with requirements, provide the specified products, or comparable products by one of the following:
    - a. Benjamin Moore & Co.
    - b. ICI Paints, Devoe Coatings.
    - c. PPG Architectural Finishes, Inc.
  2. Severe Environment Semi-Gloss Finish: Two coats over primer for all exposed exterior metals. Exterior structural steel and metal decking is painted under Section 07 8123 "Intumescent Painting."
    - a. Primer: Shop applied primer compatible with Sherwin Williams Corothane I – MIO-Aluminum; applied at spreading rate recommended by the manufacturer to achieve a dry film thickness of 2.0 to 3.0 mils.
    - b. Intermediate Coat: Sherwin Williams Corothane I – IronOx B; applied at spreading rate recommended by the manufacturer to achieve a dry film thickness of 3.0 to 5.0 mils.
    - c. Topcoat: Sherwin Williams Corothane I – Aliphatic Finish Coat; applied at spreading rate recommended by the manufacturer to achieve a dry film thickness of 2.0 to 3.0 mils.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and coating systems indicated.
- B. Remove hardware, covers, plates and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants. Remove or prep existing surface coating as required for proper adherence of high performance coatings.

### 3.3 APPLICATION

- A. Apply high-performance coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
  - 1. Use applicators and techniques suited for coating and substrate indicated.
  - 2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Coat backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  - 4. Do not apply coatings over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.



- C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
- D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

### 3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags and other discarded materials from Project site.
- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation. Correct damage to work of other trades by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

### 3.5 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

- A. Steel Substrates:
  - 1. Pigmented Polyurethane over High-Build Epoxy System:
    - a. Prime Coat: Remove or prep existing coatings as recommended by manufacturer.
    - b. Intermediate Coat: Epoxy, high build, low gloss.
    - c. Topcoat: Polyurethane, two component, pigmented, sei-gloss.

### 3.6 INTERIOR HIGH-PERFORMANCE COATING SCHEDULE

- A. Steel Substrates:
  - 1. Pigmented Polyurethane over High-Build Epoxy System:
    - a. Prime Coat: Remove or prep existing coatings as recommended by manufacturer.
    - b. Intermediate Coat: Epoxy, high build, low gloss.
    - c. Topcoat: Polyurethane, two component, pigmented, semi-gloss.

END OF SECTION 099600

## SECTION 102113 - PLASTIC TOILET COMPARTMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: Solid-plastic toilet compartments.
- B. Related Requirements:
  - 1. Section 012300 "Alternates" for bidding work in this section.
  - 2. Section 024119 "Selective Demolition" for removal and salvage of existing toilet accessories.
  - 3. Section 102800 "Toilet, Bath, and Laundry Accessories" for accessories mounted on toilet compartments.

#### 1.2 ACTION SUBMITTALS

- A. Product Data:
  - 1. Solid-plastic toilet compartments:
    - a. Include construction details, material descriptions, dimensions of individual components and profiles and finishes for toilet compartments.
- B. Shop Drawings: For solid-plastic toilet compartments.
  - 1. Include plans, elevations, sections, details, and attachment details.
  - 2. Show locations of centerlines of toilet fixtures.
  - 3. Show locations of floor drains.
- C. Samples for Verification: Actual sample of finished products for each type of toilet compartment indicated.
  - 1. Size: Manufacturer's standard size.
  - 2. Include each type of hardware and accessory.
- D. Product Schedule: For toilet compartments, prepared by or under the supervision of supplier, detailing location and selected colors for toilet compartment material.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For toilet compartments.

#### 1.4 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of toilet fixtures, walls, columns, ceilings and other construction contiguous with toilet compartments by field measurements and coordinate before fabrication.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with applicable provisions in the U.S. Department of Justice "2010 ADA Standards for Accessible Design" for toilet compartments designated as accessible.

#### 2.2 SOLID-PLASTIC TOILET COMPARTMENTS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. ASI Global Partitions.
  - 2. Bradley Corporation. (BASIS-OF-DESIGN)
  - 3. Scranton Products.
- B. Toilet-Enclosure Style: Overhead braced and floor anchored.
- C. Urinal-Screen Style: Wall hung.
- D. Door, Panel and Pilaster Construction: Solid, high-density polyethylene (HDPE) panel material, pattern throughout not less than 1 inch (25 mm) thick, seamless, with eased edges and with homogenous color and thickness of material.
  - 1. Hinges: Manufacturer's standard stainless steel continuous hinges.
  - 2. Heat-Sink Strip: Manufacturer's standard continuous, stainless steel strip fastened to exposed bottom edges of solid-plastic components to hinder malicious combustion.
  - 3. Color and Pattern: As selected by Architect from manufacturer's full range.
- E. Urinal-Screen Construction: Matching panel construction.
- F. Pilaster Shoes: Manufacturer's standard design; stainless steel.
- G. Brackets (Fittings):
  - 1. Stirrup Type: Ear or U-brackets, continuous stainless steel.

## 2.3 HARDWARE AND ACCESSORIES

- A. Hardware and Accessories, Heavy Duty: Manufacturer's standard operating hardware and accessories.
  - 1. Material: Stainless steel.
  - 2. Hinges: Manufacturer's standard continuous, cam type that swings to a closed or partially open position, allowing emergency access by lifting door.
  - 3. Latch and Keeper: Manufacturer's premium grade latch unit, designed for emergency access and with combination rubber-faced door strike and keeper. Provide units that comply with regulatory requirements for accessibility at compartments designated as accessible.
  - 4. Coat Hook: Manufacturer's premium grade combination hook and rubber-tipped bumper, sized to prevent inswinging door from hitting compartment-mounted accessories.
  - 5. Door Bumper: Manufacturer's standard rubber-tipped bumper at outswinging doors.
  - 6. Door Pull: Manufacturer's standard unit at outswinging doors that complies with regulatory requirements for accessibility. Provide units on both sides of doors at compartments designated as accessible.
- B. Overhead Bracing: Manufacturer's standard continuous, extruded-aluminum head rail with antigrip profile and in manufacturer's standard finish.
- C. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel, finished to match the items they are securing, with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications. For concealed anchors, use stainless steel, hot-dip galvanized steel, or other rust-resistant, protective-coated steel compatible with related materials.
  - 1. Fasteners at Partitions: Vandal resistant stainless steel machine screws.
  - 2. Masonry and Tile Walls: Expansion anchors.
  - 3. Framed Walls: Secure to blocking.
  - 4. Floors: Secure partitions with minimum of two #14-1-1/2-inch stainless steel screws with expansion anchors.

## 2.4 MATERIALS

- A. Stainless Steel Sheet: ASTM A240/A240M or ASTM A666, Type 304, stretcher-leveled standard of flatness.
- B. Stainless Steel Castings: ASTM A743/A743M.

## 2.5 FABRICATION

- A. Fabrication, General: Fabricate toilet compartment components to sizes indicated. Coordinate requirements and provide cutouts for through-partition toilet accessories where required for attachment of toilet accessories.

- B. Overhead-Braced Units: Provide manufacturer's standard corrosion-resistant supports, leveling mechanism, and anchors at pilasters to suit floor conditions. Provide shoes at pilasters to conceal supports and leveling mechanism.
- C. Floor-Anchored Units: Provide manufacturer's standard corrosion-resistant anchoring assemblies with leveling adjustment nuts at pilasters for structural connection to floor. Provide shoes at pilasters to conceal anchorage.
- D. Door Size and Swings: Unless otherwise indicated, provide 24-inch- (610-mm-) wide, inswinging doors for standard toilet compartments and 36-inch- (914-mm-) wide, outswinging doors with a minimum 32-inch- (813-mm-) wide, clear opening for compartments designated as accessible.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for fastening, support, alignment, operating clearances, and other conditions affecting performance of the Work.
  - 1. Confirm location and adequacy of blocking and supports required for installation.
  - 2. Remove and salvage existing toilet accessories for reinstallation into new partitions.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION OF PLASTIC TOILET COMPARTMENTS

- A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.
  - 1. Maximum Clearances:
    - a. Pilasters and Panels: 1/2 inch (13 mm).
    - b. Panels and Walls: 1 inch (25 mm).
  - 2. Full-Height Continuous Brackets: Secure panels or screens to walls and to pilasters with full-height brackets.
    - a. Locate bracket fasteners, so holes for wall anchors occur in masonry or tile joints.
    - b. Align brackets at pilasters with brackets at walls.
- B. Overhead-Braced Units: Secure pilasters to floor and level, plumb, and tighten. Set pilasters with anchors penetrating not less than 1-3/4 inches (44 mm) into structural floor unless otherwise indicated in manufacturer's written instructions. Secure continuous

head rail to each pilaster with no fewer than two fasteners. Hang doors to align tops of doors with tops of panels and adjust, so tops of doors are parallel with overhead brace when doors are in closed position.

- C. Floor-Anchored Units: Set pilasters with anchors penetrating not less than 2 inches (51 mm) into structural floor unless otherwise indicated in manufacturer's written instructions. Level, plumb, and tighten pilasters. Hang doors and adjust, so tops of doors are level with tops of pilasters when doors are in closed position.
- D. Urinal Screens: Attach with anchoring devices to suit supporting structure. Set units level and plumb, rigid, and secured to resist lateral impact.

### 3.3 ADJUSTING

- A. Hardware Adjustment: Adjust and lubricate hardware according to hardware manufacturer's written instructions for proper operation. Set hinges on inswinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on outswinging door to return doors to fully closed position.

END OF SECTION 102113.19

SECTION 102600 - WALL AND DOOR PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Corner guards.

1.3 ACTION SUBMITTALS

- A. Product Data: Include construction details, material descriptions, impact strength, dimensions of individual components and profiles and finishes for each impact-resistant wall protection unit.
- B. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.
  - 1. Corner Guards: 48 inches (300 mm) long. Include examples of joinery, corners, top caps and field splices.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each impact-resistant wall protection unit to include in maintenance manuals.
  - 1. Include recommended methods and frequency of maintenance for maintaining optimum condition of covers under anticipated traffic and use conditions. Include precautions against using cleaning materials and methods that may be detrimental to finishes and performance.

Commented [EM1]: stainless steel

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- B. Source Limitations: Obtain impact-resistant wall protection units from single source from single manufacturer.

- C. Product Options: Drawings indicate size, profiles and dimensional requirements of impact-resistant wall protection units and are based on the specific system indicated. Refer to Section 014000 "Quality Requirements."
- D. Revise subparagraph below to suit Project.
  - 1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.
- E. Surface-Burning Characteristics: Provide impact-resistant, stainless steel wall protection units with surface-burning characteristics as determined by testing identical products per ASTM E 84, NFPA 255, or UL 723 by UL or another qualified testing agency.

Commented [EM2]: Stainless steel

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store impact-resistant wall protection units in original undamaged packages and containers inside well-ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity.
  - 1. Maintain room temperature within storage area at not less than 70 deg F (21 deg C) during the period materials are stored.
  - 2. Keep materials out of direct sunlight.
  - 3. Store wall protection components for a minimum of 72 hours, or until material attains a minimum room temperature of 70 deg F (21 deg C).
    - a. Store corner-guard covers in a vertical position.

#### 1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install impact-resistant wall protection units until building is enclosed and weatherproof, wet work is complete and dry, and HVAC system is operating and maintaining temperature at 70 deg F (21 deg C) for not less than 72 hours before beginning installation and for the remainder of the construction period.

#### 1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of impact-resistant wall protection units that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures.
    - b. Deterioration of materials beyond normal use.



2. Warranty Period: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Stainless-Steel Sheet: ASTM A 240/A 240M.
- B. Fasteners: Stainless-steel, metal screws and other fasteners compatible with items being fastened. Use security-type fasteners where exposed to view.
- C. Adhesive: As recommended by impact-resistant wall protection manufacturer and with a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

### 2.2 CORNER GUARDS

- A. Surface-Mounted, Metal Corner Guards: Fabricated from one-piece, formed or extruded metal with formed edges; with 90- or 135-degree turn to match wall condition.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Balco, Inc.
    - b. Construction Specialties, Inc.
    - c. Korogard Wall Protection Systems; a division of RJF International Corporation.
    - d. Pawling Corporation.
  2. Material: Stainless steel, Type 304.
    - a. Thickness: Minimum 0.0625 inch (1.6 mm).
    - b. Finish: Directional satin, No. 4.
  3. Wing Size: Nominal 2-1/2 by 2-1/2 inches (65 by 65 mm).
  4. Height: 48-inches (1219 mm).
  5. Corner Radius: 1/8 inch (3 mm).
  6. Mounting: Flat-head, countersunk stainless steel screws through factory-drilled mounting holes.

### 2.3 FABRICATION

- A. Fabricate impact-resistant wall protection units to comply with requirements indicated for design, dimensions and member sizes, including thicknesses of components.

- B. Assemble components in factory to greatest extent possible to minimize field assembly. Disassemble only as necessary for shipping and handling.
- C. Fabricate components with tight seams and joints with exposed edges rolled. Provide surfaces free of wrinkles, chips, dents, uneven coloration, and other imperfections. Fabricate members and fittings to produce flush, smooth, and rigid hairline joints.

#### 2.4 METAL FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
  - 1. Remove tool and die marks and stretch lines, or blend into finish.
  - 2. Grind and polish surfaces to produce uniform finish, free of cross scratches.
  - 3. Run grain of directional finishes with long dimension of each piece.
  - 4. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
- B. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and wall areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Complete finishing operations, including painting, before installing impact-resistant wall protection system components.
- B. Before installation, clean substrate to remove dust, debris, and loose particles.

#### 3.3 INSTALLATION

- A. General: Install impact-resistant wall protection units level, plumb and true to line without distortions. Do not use materials with chips, cracks, voids, stains or other defects that might be visible in the finished Work.
  - 1. Install impact-resistant wall protection units in locations and at mounting heights indicated on Drawings or, if not indicated, at heights indicated below:

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3.4 CLEANING

- A. Immediately after completion of installation, clean covers and accessories using a standard, ammonia-based, household cleaning agent.

END OF SECTION 102600

## SECTION 102800 – TOILET AND BATH ACCESSORIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Washroom accessories.

B. Related Requirements:

1. Section 012300 "Alternates" for bidding work in this section.
2. Division 22 sections for water supply, waste and fixtures for the custodial service sink.

#### 1.2 COORDINATION

- A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.

- B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

#### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles and finishes.
2. Include anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.

- B. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For accessories to include in maintenance manuals.

#### 1.5 WARRANTY

- A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, visible silver spoilage defects.
2. Warranty Period: 10 years from date of Final Acceptance.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Design accessories and fasteners to comply with the following requirements:

1. Grab Bars: Installed units are able to resist 250 lbf (1112 N) concentrated load applied in any direction and at any point.

### 2.2 WASHROOM ACCESSORIES

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

1. A & J Washroom Accessories, Inc.
2. American Specialties, Inc.
3. Bobrick Washroom Equipment, Inc.
4. Bradley Corporation.

- B. Toilet Tissue Dispenser:

1. To be furnished by the Owner for installation by the Contractor.

- C. Grab Bars:

1. Mounting: Flanges with concealed fasteners.
2. Material: Stainless steel, 0.05 inch (1.3 mm) thick.
  - a. Finish: Smooth, ASTM A480/A480M No. 4 finish (satin) on ends and slip-resistant texture in grip area.
3. Outside Diameter: 1-1/2 inches (38 mm).
4. Configuration and Length: As indicated on Drawings.

- D. Sanitary-Napkin Disposal Unit:

1. Mounting: Toilet partition mounted, single and dual access.
2. Door or Cover: Self-closing, disposal-opening cover and hinged face panel with tumbler lockset.
3. Receptacle: Removable.
4. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).

- E. Hook:

1. Description: Single-prong unit.

2. Mounting: Concealed.
3. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).

### 2.3 MATERIALS

- A. Stainless Steel: ASTM A240/A240M or ASTM A666, Type 304, 0.031-inch- (0.8-mm-) minimum nominal thickness unless otherwise indicated.
- B. Brass: ASTM B19, flat products; ASTM B16/B16M, rods, shapes, forgings, and flat products with finished edges; or ASTM B30, castings.
- C. Fasteners: Screws, bolts, and other devices of same material as accessory unit, unless otherwise recommended by manufacturer or specified in this Section, and tamper and theft resistant where exposed, and of stainless or galvanized steel where concealed.
- D. Mirrors: ASTM C1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.

### 2.4 FABRICATION

- A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.
- B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install accessories in accordance with manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
  1. Remove temporary labels and protective coatings.
- B. Grab Bars: Install to comply with specified structural-performance requirements.

### 3.2 ADJUSTING AND CLEANING

- A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.
- B. Clean and polish exposed surfaces in accordance with manufacturer's written instructions.

END OF SECTION 102800

## SECTION 111000 – MISCELLANEOUS EQUIPMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Plastic bollard covers.
- B. Related Requirements:
  - 1. Section 099100 "Painting" for cleaning of existing bollards.

#### 1.3 SUBMITTALS

- A. Samples for Verification: Submit bollard and reflective tape color samples.

#### 1.4 DELIVERY, STORAGE AND HANDLING

- 1. Protect bollards and accessories during delivery, storage and handling.

### PART 2 - PRODUCTS

#### 2.1 PLASTIC BOLLARD COVERS

- A. Basis of Design: R-7101 Plastic Bollard Cover, as manufactured by Reliance Foundry Co., Inc.
- B. Material: High density polyethylene (HDPE), with ultraviolet protection additive.
- C. Reflective Tape: 3M Scotchlite Reflective Sheeting Series tape, recessed on bollard.
- D. Size: Verify existing steel bollard post diameter and height for new cover.
- E. Bollard and Reflective Tape Colors: As selected by the Architect from manufacturer's full range.



### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine paving and other substrates for compliance with manufacturer's requirements.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Existing bollards are to be cleaned of rust and corrosion prior to installation per Section 099100 "Painting."

#### 3.3 BOLLARD COVER INSTALLATION

- A. General: Install using manufacturer's standard self-adhesive foam compressions strips.

#### 3.4 CLEANING AND PROTECTION

- A. Protect bollards against damage.
- B. Clean bollards in accordance with manufacturer's instructions to remove dust, dirt, adhesives and other foreign matter.

END OF SECTION 111000

## SECTION 122413 - ROLLER WINDOW SHADES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Manually operated roller shades with single rollers.
- 2. Fixed shade.

- B. Related Requirements:

- 1. Section 061000 "Rough Carpentry" for wood blocking and grounds for mounting roller shades and accessories.
- 2. Section 079200 "Joint Sealants" for sealing the perimeters of installation accessories for light-blocking shades with a sealant.

#### 1.3 ACTION SUBMITTALS

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

- 1. Include styles, material descriptions, construction details, dimensions of individual components and profiles, features, finishes, and operating instructions for roller shades.

- B. Shop Drawings: Show fabrication and installation details for roller shades, including shadeband materials, their orientation to rollers, and their seam and batten locations.

- C. Samples for Verification: For each type of roller shade.

- 1. Shadeband Material: Not less than 10 inches (250 mm) square. Mark inside face of material if applicable.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roller shades to include in maintenance manuals.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Fabricator of products.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roller shades in factory packages, marked with manufacturer, product name, and location of installation using same designations indicated on Drawings.

## 1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not install roller shades until construction and finish work in spaces, including painting, is complete and dry and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- B. Field Measurements: Where roller shades are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Allow clearances for operating hardware of operable glazed units through entire operating range. Notify Architect of installation conditions that vary from Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis of Design: Roller window shades are based on RB 500+ as manufactured by Hunter Douglas Contract. Subject to compliance with requirements, provide the named products or comparable products by one of the following:
  - 1. Draper Inc.
  - 2. MechoShade Systems, Inc.
- B. Source Limitations: Obtain roller shades from single source from single manufacturer.

### 2.2 MANUALLY OPERATED SHADES WITH SINGLE ROLLERS

- A. Beaded Loop Operating Mechanisms: With continuous-loop bead chain and clutch that stops shade movement when bead chain is released; permanently adjusted and lubricated.
  - 1. Bead Chains: Stainless steel.
    - a. Loop Length: Full length of roller shade.
    - b. Limit Stops: Provide upper and lower ball stops.

- c. Chain-Retainer Type: Child-safe beaded loop control, jamb mount.
  2. Spring Lift-Assist Mechanisms: Manufacturer's standard for balancing roller-shade weight and lifting heavy roller shades.
    - a. Provide for shadebands that weigh more than 10 lb (4.5 kg) or for shades as recommended by manufacturer, whichever criteria are more stringent.
    - b. Quiet Room will require heavy duty mechanisms to accommodate larger shade size.
- B. Spring Operating Mechanisms: Roller contains spring sized to accommodate shade size indicated. Provide with positive locking mechanism that can stop shade movement at each half-turn of roller and with manufacturer's standard pull.
  1. Pole: Manufacturer's standard type in length required to make operation convenient from floor level and with hook for engaging pull.
- C. Rollers: Electrogalvanized or epoxy-primed steel tubes of diameters and wall thicknesses required to accommodate operating mechanisms and weights and widths of shadebands indicated without deflection. Provide with permanently lubricated drive-end assemblies and idle-end assemblies designed to facilitate removal of shadebands for service.
  1. Roller Drive-End Location:
    - a. Right side of inside face of shade in Quiet Study 142 and at window adjacent to door 113B.
    - b. Left side of inside face of shade at window adjacent to door 113C.
  2. Direction of Shadeband Roll: Regular, from back of roller.
  3. Shadeband-to-Roller Attachment: Manufacturer's standard method.
- D. Mounting Hardware: Brackets or endcaps, galvanized or zinc-plated steel and compatible with roller assembly, operating mechanism, installation accessories and mounting location and conditions indicated.
- E. Roller-Coupling Assemblies: Coordinated with operating mechanism and designed to join up to three inline rollers into a multiband shade that is operated by one roller drive-end assembly.
- F. Shadebands:
  1. Shadeband Material: Light-filtering fabric.
  2. Shadeband Bottom (Hem) Bar: Steel or extruded aluminum.
    - a. Type: Enclosed in sealed pocket of shadeband material.
    - b. Color and Finish: As selected by Architect from manufacturer's full range.
- G. Installation Accessories:

1. Front Fascia: Aluminum extrusion that conceals front and underside of roller and operating mechanism and attaches to roller endcaps without exposed fasteners.
  - a. Shape: L-shaped.
  - b. Height: Manufacturer's standard height required to conceal roller and shadeband when shade is fully open.
2. Exposed Headbox: Rectangular, extruded-aluminum enclosure including front fascia, top and back covers, endcaps, and removable bottom closure.
  - a. Height: Manufacturer's standard height required to enclose roller and shadeband when shade is fully open.
3. Endcap Covers: To cover exposed endcaps.
4. Side Channels: With light seals and designed to eliminate light gaps at sides of shades as shades are drawn down. Provide side channels with shadeband guides or other means of aligning shadebands with channels at tops.
5. Bottom (Sill) Channel or Angle: With light seals and designed to eliminate light gaps at bottoms of shades when shades are closed.
6. Installation Accessories Color and Finish: As selected from manufacturer's full range.

## 2.3 SHADEBAND MATERIALS

- A. Shadeband Material Flame-Resistance Rating: Comply with NFPA 701. Testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- B. Light-Filtering Fabric at Quiet Study 142 roller shade: Woven fabric, stain and fade resistant.
  1. Source: Hunter Douglas Contract.
  2. Type: GlacierScreen+ Basketweave 3%
  3. Weave: Basketweave.
  4. Thickness and Weight: 0.026" and 13.37 oz/sq yd.
  5. Roll Width: As indicated.
  6. Orientation on Shadeband: Up the bolt or railroaded.
  7. Openness Factor: 3-percent (3%).
  8. Color: White/Grey.
- C. Light-Filtering Fabric at Youth Program Room 113 roller shades: Woven fabric, stain and fade resistant.
  1. Source: Hunter Douglas Contract.
  2. Type: GlacierScreen+ Basketweave 1%
  3. Weave: Basketweave.
  4. Thickness and Weight: 0.028" and 14.7 oz/sq yd.
  5. Roll Width: As indicated.
  6. Orientation on Shadeband: Up the bolt or railroaded.

7. Openness Factor: 1-percent (1%).
  8. Color: White/Grey.
- D. Light-Filtering Fabric at Adult Fiction-A 133 (high window): Woven fabric, stain and fade resistant.
1. Source: Mermet E Screen 10%.
  2. Type: As selected by the Architect from manufacturer's standards.
  3. Weave: Basketweave.
  4. Thickness and Weight: 0.020" and 10.3 oz/sq yd.
  5. Roll Width: As indicated.
  6. Orientation on Shadeband: Up the bolt or railroaded.
  7. Openness Factor: 10-percent (10%).
  8. Color: 002007 White/Pearl.

## 2.4 FIXED SHADE

- A. Fixed Window Treatment (Interior): Velcro fixed panels with attached hembar along bottom.
1. Basis of Design Panel Fabric: Mermet E Screen.
    - a. Opening: 10-percent (10%).
    - b. Color: 002007 White Pearl.

## 2.5 ROLLER-SHADE FABRICATION

- A. Product Safety Standard: Fabricate roller shades to comply with WCMA A 100.1, including requirements for flexible, chain-loop devices; lead content of components; and warning labels.
- B. Unit Sizes: Fabricate units in sizes to fill window and other openings as follows, measured at 74 deg F (23 deg C):
1. Between (Inside) Jamb Installation: Width equal to jamb-to-jamb dimension of opening in which shade is installed less 1/4 inch (6 mm) per side or 1/2-inch (13-mm) total, plus or minus 1/8 inch (3.1 mm). Length equal to head-to-sill or -floor dimension of opening in which shade is installed less 1/4 inch (6 mm), plus or minus 1/8 inch (3.1 mm).
  2. Outside of Jamb Installation: Width and length as indicated, with terminations between shades of end-to-end installations at centerlines of mullion or other defined vertical separations between openings.
- C. Shadeband Fabrication: Fabricate shadebands without battens or seams to extent possible except as follows:
1. Vertical Shades: Where width-to-length ratio of shadeband is equal to or greater than [1:4], provide battens and seams at uniform spacings along

shadeband length to ensure shadeband tracking and alignment through its full range of movement without distortion of the material.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, operational clearances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 ROLLER-SHADE INSTALLATION

- A. Install roller shades level, plumb and aligned with adjacent units according to manufacturer's written instructions.

#### 3.3 ADJUSTING

- A. Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.

#### 3.4 CLEANING AND PROTECTION

- A. Clean roller-shade surfaces after installation, according to manufacturer's written instructions.
- B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure that roller shades are without damage or deterioration at time of Substantial Completion.
- C. Replace damaged roller shades that cannot be repaired, in a manner approved by Architect, before time of Substantial Completion.

END OF SECTION 122413

## SECTION 123661 - SIMULATED STONE COUNTERTOPS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Quartz agglomerate countertops, base and backsplashes.
  - 2. Counter support brackets.

- B. Related Sections:

- 1. Section 064113 "Wood Veneer Faced Architectural Cabinets."
  - 2. Section 064116 "Plastic-Laminate-Clad Architectural Cabinets."

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For countertop materials.

- B. Shop Drawings: For countertops. Show materials, finishes, edge and backsplash profiles, methods of joining, and cutouts for plumbing fixtures.

- C. Samples for Verification: For the following products:

- 1. Quartz agglomerate material, 6-inches (150 mm) long.

#### 1.4 PROJECT CONDITIONS

- A. Field Measurements: Verify dimensions of countertops by field measurements after base cabinets are installed but before countertop fabrication is complete.

#### 1.5 COORDINATION

- A. Coordinate locations of utilities that will penetrate countertops or backsplashes.



## PART 2 - PRODUCTS

### 2.1 QUARTZ AGGLOMERATE MATERIALS

- A. Quartz Agglomerate: Solid sheets consisting of quartz aggregates bound together with a matrix of filled plastic resin and complying with the "Physical Characteristics of Materials" Article of ANSI SS1.
  - 1. Basis of Design: Quartz agglomerate is based on product manufactured by Cambria, USA. Subject to compliance with requirements, provide the named products or comparable products by one of the following:
    - a. Cosentino USA, Inc.
    - b. Corian Quartz.
  - 2. Colors and Patterns: Weybourne Matte.
- B. Grommets: 3-inches diameter plastic, light grey.
- C. Configuration: Provide countertops, work surfaces, fronts, aprons and base as indicated.
- D. Countertops, End Panels, Fronts, Aprons and Base: 3/4-inch- (19-mm-) thick, quartz agglomerate material.
- E. Backsplashes: 1/2-inch- (19-mm-) thick, quartz agglomerate.
- F. Fabrication: Fabricate tops in one piece with shop-applied edges unless otherwise indicated. Comply with quartz agglomerate manufacturer's written instructions for adhesives, sealers, fabrication and finishing.

### 2.2 COUNTER SUPPORT BRACKETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. A & M Hardware.
  - 2. Brunswick.
  - 3. Rakks (Basis of Design).
- B. Locations: As indicated on the drawings.
- C. Style: Concealed, In-Wall Flush Mount.
- D. Weight Capacity: 450 lbs.
- E. Fasteners: As recommended by the manufacturer.
- F. Finish: Factory prime for field painting to match adjacent wall color.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install countertops level to a tolerance of 1/8 inch in 8 feet (3 mm in 2.4 m).
- B. Spacing of counter support panels and brackets shall be as indicated on the drawings.
- C. Fasten countertops by screwing through corner blocks of base units into underside of countertop. Pre-drill holes for screws as recommended by manufacturer. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.
  - 1. Install backsplashes and endsplashes to comply with manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.

END OF SECTION 123661