#### **PROJECT MANUAL** for

SCO ID Number 22-25118-01A

## NCDPS Randall Building Renovation

827-831 W Morgan St Raleigh, NC 27603

Bid Documents 8/21/2023

**DKA Project Number 2221** 



503-300 Oberlin Road Raleigh, North Carolina 27605

Phone (919) 833-3737

NCDPS SCO ID No. 22-25118-01A

### NCDPS Randall Building Renovation

Bid Documents 8/21/2023

Design consultants affix signed seals below

**OWNER** 

NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY Raleigh, North Carolina

ARCHITECT

**DAVIS KANE ARCHITECTS, PA** Raleigh, North Carolina





STRUCTURAL ENGINEER

LYNCH MYKINS STRUCTURAL ENGINEERS, PC Raleigh, North Carolina





#### **PROJECT:** NCDPS

Randall Building Renovation Raleigh, North Carolina SCO ID No. 22-25118-01A

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#### NOTICE TO BIDDERS

Sealed proposals will be received by the North Carolina Department of Public Safety in Raleigh NC, in the office of NCDPS Central Engineering, Door #1, 2020 Yonkers Road, Raleigh, NC (hand delivered); 4216 Mail Service Center, Raleigh, NC 27699-4216 (mailing address) up to 2:00 PM on 10/19/2023 and immediately thereafter publicly opened and read for the furnishing of labor, material and equipment entering into the construction of:

#### Randall Building Renovation

Demolition and replacement of exterior concrete stair and hand railing. Demolition and replacement of exterior window located below the concrete stair.

Bids will be received for a single prime contract. All proposals shall be lump sum.

#### **Pre-Bid Meeting**

A mandatory pre-bid meeting will be held for all interested bidders on 10/3/2023 at 10:00 AM at the Randall Building (827-831 W Morgan Street, Raleigh, NC). The meeting will address project specific questions, security, issues, bidding procedures and bid forms. *Failure to attend the Pre-Bid Conference will disqualify your company from bidding.* 

Beginning on September 18, 2023 complete plans, specifications and contract documents will be open for inspection in the offices of North Carolina Department of Public Safety – Central Engineering and Davis Kane Architects, PA, and in the online plan room of the Associated General Contractors/Reed Construction Data, Carolinas Branch (<u>isqft.com</u>), the online plan room of McGraw-Hill Dodge Corporation (<u>dodge.construction.com</u>), the online plan room at Construct Connect (<u>bidclerk.com</u>), and the Minority Plan Rooms at

The Institute, (theinstitutenc.org), 114 West Parrish Street, Durham, NC 27701; 919-956-8889

[NOTE: The bidder shall include with the bid proposal the form Identification of Minority Business Participation identifying the minority business participation it will use on the project and shall include either Affidavit A or Affidavit B as applicable. Forms and instructions are included within the Proposal Form in the bid documents. Failure to complete these forms is grounds for rejection of the bid. (GS143-128.2c Effective 1/1/2002.)

#### **HUB PARTICIPATION RECORDING REQUIREMENTS:**

NCDPS requires that, for construction contracts with a value of \$5000 or greater, the contractor shall comply with the document Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts including Identification of Minority Business Participation, Affidavits A, B, C, and D, and Appendix E. These forms provided herein are hereby incorporated and made a part of this contract. A bidder's failing to comply with this requirement will be considered non-responsive and will result in bid rejection.

The NCDPS imposed contract threshold of \$5000 for HUB recruitment supersedes any reference to a higher threshold that may be noted in the bid documents, within referenced documents, or within any regulatory requirement.

Provide one of the following with **Bid Form Proposal**:

Identification of HUB Participation and Affidavit A – Listing of Good Faith Efforts **OR** Affidavit B- Intent to Self-Perform with Own Forces

Provide one of the following upon **Contract Award**:

Affidavit C - Percentage of HUB Participation OR Affidavit D - Good Faith Efforts>

All contractors are hereby notified that they must have proper license as required under the state laws governing their respective trades.

General contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have license classification for Unlimited (set forth the license classification required by the NC General Contractors Licensing Board under G.S. 87-1)

NOTE--SINGLE PRIME CONTRACTS: Under GS 87-1, a contractor that superintends or manages construction of any building, highway, public utility, grading, structure or improvement shall be deemed a "general contractor" and shall be so licensed. Therefore, a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license. EXCEPT: On public buildings being bid single prime, where the total value of the general construction does not exceed 25% of the total construction value, contractors under GS87- Arts 2 and 4 (Plumbing, Mechanical & Electrical) may bid and contract directly with the Owner as the SINGLE PRIME CONTRACTOR and may subcontract to other properly licensed trades. GS87-1.1- Rules .0210

[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, of an amount equal to not less than five percent (5%) of the proposal, or in lieu thereof a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. Said deposit shall be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or to give satisfactory surety as required by law.]

[A performance bond and a payment bond will be required for one hundred percent (100%) of the contract price.

Payment will be made based on ninety-five percent (95%) of monthly estimates and final payment made upon completion and acceptance of work.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 60 days.

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

Designer:	Owner: NC Department of Public Safety - Central Engineering
(Name)	
	2020 Yonkers Road, Raleigh, NC 27604
(Address)	
	(919) 716-3400
(Phone)	



#### **GENERAL CONDITIONS**

The General Conditions of this Contract Agreement between the "Bidding Contractor" and NCDAC Central Engineering shall follow the State Construction Office North Carolina Department of Administration Form OC-15 Twenty-Fourth Edition dated January 2013 – "Instructions to Bidders and General Conditions of the Contract".

Form OC-15 Attached within this Document – See next page

#### **INSTRUCTIONS TO BIDDERS**

#### AND

#### GENERAL CONDITIONS OF THE CONTRACT

#### STANDARD FORM FOR CONSTRUCTION PROJECTS

# STATE CONSTRUCTION OFFICE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION

#### Form OC-15

This document is intended for use on State capital construction projects and shall not be used on any project that is not reviewed and approved by the State Construction Office. Extensive modification to the General Conditions by means of "Supplementary General Conditions" is strongly discouraged. State agencies and institutions may include special requirements in "Division 1 – General Requirements" of the specifications, where they do not conflict with the General Conditions.

**Twenty Fourth Edition January 2013** 

#### INSTRUCTIONS TO BIDDERS

#### For a proposal to be considered it must be in accordance with the following instructions:

#### 1. PROPOSALS

Proposals must be made in strict accordance with the Form of Proposal provided therefor, 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 proposer shall so indicate by the words "No Bid". Any blanks shall also be interpreted as "No Bid". The bidder agrees that bid on Form of Proposal detached from specifications will be considered and will have the same force and effect as if attached thereto. Photocopied or faxed proposals will not be considered. Numbers shall be stated both in writing and in figures for the base bids and alternates. If figures and writing differ, the written number will supersede the figures.

Any modifications to the Form of Proposal (including alternates and/or unit prices) will disqualify the bid and may cause the bid to be rejected.

The bidder shall fill in the Form of Proposal 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 executing them.
- 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, and the title of the office of such persons 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.
- f. If the contractor's license of a bidder is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the proposal. The title "Licensee" shall appear under his/her signature.

Proposals should be addressed as indicated in the Advertisement for Bids and be delivered, enclosed in an opaque sealed envelope, marked "Proposal" and bearing the title of the work, name of the bidder, and the contractor's license number of the bidder. Bidders should clearly mark on the outside of the bid envelope which contract(s) they are bidding.

Bidder shall identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts or an affidavit indicating work under contract will be self-performed, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f). Failure to comply with these requirements is grounds for rejection of the bid.

For projects bid in the single-prime alternative, the names and license numbers of major subcontractors shall be listed on the proposal form.

It shall be the specific responsibility of the bidder to deliver his bid to the proper official at the selected place and prior to the announced time for the opening of bids. Later delivery of a bid for any reason, including delivery by any delivery service, shall disqualify the bid.

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. See General Conditions, Article 19c-1.

#### 2. EXAMINATION OF CONDITIONS

It is understood and mutually agreed that by submitting a bid the bidder acknowledges that he has carefully examined all 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 material 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 Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the bidder 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 other contractors performing work on the site.

Reference is made to contract documents for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the designer in preparing the documents. The owner will make copies of all such surveys and reports available to the bidder upon request.

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. Any reasonable request for access to the site will be honored by the owner.

#### 3. BULLETINS AND ADDENDA

Any addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. It shall be the bidder's responsibility to ascertain prior to bid time the addenda issued and to see that his bid includes any changes thereby required.

Should the bidder find discrepancies in, or omission from, the drawings or documents or should he be in doubt as to their meaning, he shall at once notify the designer who will send written instructions in the form of addenda to all bidders. Notification should be no later than seven (7) days prior to the date set for receipt of bids. Neither the owner nor the designer will be responsible for any oral instructions.

All addenda should be acknowledged by the bidder(s) on the Form of Proposal. However, even if not acknowledged, by submitting a bid, the bidder has certified that he has reviewed all issued addenda and has included all costs associated within his bid.

#### 4. **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 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 (G.S. 143-129).

Bid bond shall be conditioned that the surety will, upon demand, forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract. The owner may retain bid securities of any bidder(s) who may have a reasonable chance of award of contract for the full duration of time stated in the Notice to Bidders. Other bid securities may be released sooner, at the discretion of the owner. All bid securities (cash or certified checks) shall be returned to the bidders promptly after award of contracts, and no later then seven (7) days after expiration of the holding period stated in the Notice to Bidders. Standard Form of Bid Bond is included in these specifications and shall be used.

#### 5. RECEIPT OF BIDS

Bids shall be received in strict accordance with requirements of the General Statutes of North Carolina. Bid security shall be required as prescribed by statute. Prior to the closing of the bid, the bidder will be permitted to change or withdraw his bid. Guidelines for opening of public construction bids are available from the State Construction Office.

#### 6. OPENING OF BIDS

Upon opening, all bids shall be read aloud. Once bidding is closed, there shall not be any withdrawal of bids by any bidder and no bids may be returned by the designer to any bidder. After the opening of bids, no bid may be withdrawn, except under the provisions of General Statute 143-129.1, for a period of thirty days unless otherwise specified. Should the successful bidder default and fail to execute a contract, the contract may be awarded to the next lowest and responsible bidder. 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, alternate 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 form 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 and the State Construction Office.
- g. If the bidder fails to comply with other instructions stated herein.

#### 7. BID EVALUATION

The award of the contract will be made to the lowest responsible bidder as soon as practical. The owner may award on the basis of the base bid and any alternates the owner chooses.

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 completed projects of similar size.
- 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.
- 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 firms who hold appropriate trade licenses, together with license numbers.
- g. If prequalified, contractor info will be reviewed and evaluated comparatively to submitted prequalification package.

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, responsive bidder, the owner shall take into consideration the bidder's compliance with the requirements of G.S. 143-128.2(c), the past performance of the bidder on construction contracts for the State with particular concern given to completion times, quality of work, cooperation with other contractors, and cooperation with the designer and owner. Failure of the low bidder to furnish affidavit and/or documentation as required by G.S. 143-128.2(c) shall constitute a basis for disqualification of the bid.

Should the owner adjudge that the apparent low bidder is not the lowest responsible, responsive bidder by virtue of the above information, said apparent low bidder will be so notified and his bid security shall be returned to him.

#### 8. PERFORMANCE BOND

The successful bidder, upon award of contract, shall furnish a performance bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

#### 9. **PAYMENT BOND**

The successful bidder, upon award of contract, shall furnish a payment bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

#### 10. PAYMENTS

Payments to the successful bidders (contractors) will be made on the basis of monthly estimates. See Article 31, General Conditions.

#### 11. PRE-BID CONFERENCE

Prior to the date set for receiving bids, the Designer may arrange and conduct a Pre-Bid Conference for all prospective bidders. The purpose of this conference is to review project requirements and to respond to questions from prospective bidders and their subcontractors or material suppliers related to the intent of bid documents. Attendance by prospective bidders shall be as required by the "Notice to Bidders".

#### 12. SUBSTITUTIONS

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until ten (10) days prior to the receipt of bids when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

- a. Name, address, and telephone number of manufacturer and supplier as appropriate.
- b. Trade name, model or catalog designation.
- c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- e. Other pertinent data including data requested by the Designer to confirm product equality.

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

#### GENERAL CONDITIONS OF THE CONTRACT

The use or reproduction of this document or any part thereof is authorized for and limited to use on projects of the State of North Carolina, and is distributed by, through and at the discretion of the State Construction Office, Raleigh, North Carolina, for that distinct and sole purpose.

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#### **ARTICLE 1 - DEFINITIONS**

- a. The **contract documents** consist of the Notice to Bidders; Instructions to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the proposal; the contract; the performance bond; the payment bond; insurance certificates; the approval of the attorney general; and the certificate of the Office of State Budget and Management. All of these items together form the contract.
- b. The **owner** is the State of North Carolina through the agency named in the contract.
- c. The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer. They will be referred to hereinafter as if each were of the singular number, masculine gender.
- d. The **contractor**, as referred to hereinafter, shall be deemed to be either of the several contracting parties called the "Party of the First Part" in either of the several contracts in connection with the total project. Where, in special instances hereinafter, a particular contractor is intended, an adjective precedes the word "contractor," as "general," "heating," etc. For the purposes of a single prime contract, the term Contractor shall be deemed to be the single contracting entity identified as the "Party of the First Part" in the single Construction Contract. Any references or adjectives that name or infer multiple prime contractors shall be interpreted to mean the single prime Contractor.
- e. A **subcontractor**, as the term is used herein, shall be understood to be one who has entered into a direct contract with a contractor, and includes one who furnishes materials worked to a special design in accordance with plans and specifications covered by the contract, but does not include one who only sells or furnishes materials not requiring work so described or detailed.
- f. Written notice shall be defined as notice in writing delivered in person to the contractor, or to a partner of the firm in the case of a partnership, or to a member of the contracting organization, or to an officer of the organization in the case of a corporation, or sent to the last known business address of the contracting organization by registered mail.
- g. **Work**, as used herein as a noun, is intended to include materials, labor, and workmanship of the appropriate contractor.
- h. The **project** is the total construction work to be performed under the contract documents by the several contractors.
- i. **Project Expediter,** as used herein, is an entity stated in the contract documents, designated to effectively facilitate scheduling and coordination of work activities. See Article 14(f) for responsibilities of a Project Expediter. For the purposes of a single prime contract, the single prime contractor shall be designated as the Project Expediter.
- j. **Change order**, as used herein, shall mean a written order to the contractor subsequent to the signing of the contract authorizing a change in the contract. The change order shall be signed by the contractor, designer and the owner, and approved by the State Construction Office, in that order (Article 19).

- k. **Field Order,** as used herein, shall mean a written approval for the contractor to proceed with the work requested by owner prior to issuance of a formal Change Order. The field order shall be signed by the contractor, designer, owner, and State Construction Office.
- 1. **Time of completion**, as stated in the contract documents, is to be interpreted as consecutive calendar days measured from the date established in the written Notice to Proceed, or such other date as may be established herein (Article 23).
- m. Liquidated damages, as stated in the contract documents [, is an amount reasonably estimated in advance to cover the consequential damages associated with the Owner's economic loss in not being able to use the Project for its intended purposes at the end of the contract's completion date as amended by change order, if any, by reason of failure of the contractor(s) to complete the work within the time specified. Liquidated damages does not include the Owner's extended contract administration costs (including but not limited to additional fees for architectural and engineering services, testing services, inspection services, commissioning services, etc.), such other damages directly resulting from delays caused solely by the contractor, or consequential damages that the Owner identified in the bid documents that may be impacted by any delay caused soley by the Contractor (e.g., if a multi-phased project-subsequent phases, delays in start other projects that are dependent on the completion of this Project, extension of leases and/or maintenance agreements for other facilities).
- n. **Surety**, as used herein, shall mean the bonding company or corporate body which is bound with and for the contractor, and which engages to be responsible for the contractor and his acceptable performance of the work.
- o. Routine written communications between the Designer and the Contractor are any communication other than a "request for information" provided in letter, memo, or transmittal format, sent by mail, courier, electronic mail, or facsimile. Such communications can not be identified as "request for information".
- p. Clarification or Request for information (RFI) is a request from the Contractor seeking an interpretation or clarification by the Designer relative to the contract documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation and why the response is needed. The RFI must set forth the Contractor's interpretation or understanding of the contract documents requirements in question, along with reasons for such an understanding.
- q. **Approval** means written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the work.
- r. **Inspection** shall mean examination or observation of work completed or in progress to determine its compliance with contract documents.
- s. **"Equal to" or "approved equal"** shall mean materials, products, equipment, assemblies, or installation methods considered equal by the bidder in all characteristics (physical, functional, and aesthetic) to those specified in the contract documents. Acceptance of equal is subject to approval of Designer and owner.
- t. "Substitution" or "substitute" shall mean materials, products, equipment, assemblies, or installation methods deviating in at least one characteristic (physical, functional, or aesthetic) from those specified, but which in the opinion of the bidder would improve competition and/or enhance the finished installation. Acceptance of substitution is subject to the approval of the Designer and owner.

- u. **Provide** shall mean furnish and install complete in place, new, clean, operational, and ready for use.
- v. **Indicated and shown** shall mean provide as detailed, or called for, and reasonably implied in the contract documents.
- w. **Special inspector** is one who inspects materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with the approved construction documents and referenced standards.
- x. **Commissioning** is a quality assurance process that verifies and documents that building components and systems operate in accordance to the owner's project requirements and the project design documents.
- y. **Designer Final Inspection** is the inspection performed by the design team to determine the completeness of the project in accordance with approved plans and specifications. This inspection occurs prior to SCO final inspection.
- z. **SCO Final Inspection** is the inspection performed by the State Construction Office to determine the completeness of the project in accordance with NC Building Codes and approved plans and specifications.
- aa. **Beneficial Occupancy** is requested by the owner and is occupancy or partial occupancy of the building after all life safety items have been completed as determined by the State Construction Office. Life safety items include but not limited to fire alarm, sprinkler, egress and exit lighting, fire rated walls, egress paths and security.
- bb. Final Acceptance is the date in which the State Construction Office accepts the construction as totally complete. This includes the SCO Final Inspection and certification by the designer that all punch lists are completed.

#### ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

- a. The drawings and specifications are complementary, one to the other, and that which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a bid for a complete job. In case of discrepancy or disagreement in the contract documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.
- b. The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.
- c. The contractor shall execute each copy of the proposal, contract, performance bond and payment bond as follows:
  - 1. 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 executing them.
  - 2. 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.

- 3. 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, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
- 4. If the documents are made by a joint venture, they shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable to each particular member.
- 5. All signatures shall be properly witnessed.
- 6. If the contractor's license is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the contract. The title "Licensee" shall appear under his/her signature.
- 7. The bonds shall be executed by an attorney-in-fact. There shall be attached to each copy of the bond a certified copy of power of attorney properly executed and dated.
- 8. Each copy of the bonds shall be countersigned by an authorized individual agent of the bonding company licensed to do business in North Carolina. The title "Licensed Resident Agent" shall appear after the signature.
- 9. The seal of the bonding company shall be impressed on each signature page of the bonds.
- 10. The contractor's signature on the performance bond and the payment bond shall correspond with that on the contract. The date of performance and payment bond shall not be prior to the date of the contract.

#### **ARTICLE 3 - CLARIFICATIONS AND DETAIL DRAWINGS**

- a. In such cases where the nature of the work requires clarification by the designer, such clarification shall be furnished by the designer with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of contract documents, and shall become a part thereof.
- b. The contractor(s) and the designer shall prepare, if deemed necessary, a schedule fixing dates upon which foreseeable clarifications will be required. The schedule will be subject to addition or change in accordance with progress of the work. The designer shall furnish drawings or clarifications in accordance with that schedule. The contractor shall not proceed with the work without such detail drawings and/or written clarifications.

#### **ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS**

The designer or Owner shall furnish free of charge to the contractors electronic copies of plans and specifications. If requested by the contractor, paper copies of plans and specifications shall be furnished free of charge as follows:

a. General contractor - Up to twelve (12) sets of general contractor drawings and specifications, up to six (6) sets of which shall include drawings and specifications of all other contracts, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.

- b. Each other contractor Up to six (6) sets of the appropriate drawings and specifications, up to three (3) sets of which shall include drawings and specifications of all other contracts, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.
- c. Additional sets shall be furnished at cost, including mailing, to the contractor upon request by the contractor. This cost shall be stated in the bidding documents.
- d. For the purposes of a single-prime contract, the contractor shall receive up to 30 sets of drawings and specifications, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.

#### ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

- a. Within 15 consecutive calendar days after the notice to proceed, each prime contractor shall submit a schedule for submission of all shop drawings, product data, samples, and similar submittals through the Project Expediter to the Designer. This schedule shall indicate the items, relevant specification sections, other related submittal, data, and the date when these items will be furnished to the designer.
- b. The Contractor(s) shall review, approve and submit to the Designer all Shop Drawings, Coordination Drawings, Product Data, Samples, Color Charts, and similar submittal data required or reasonably implied by the Contract Documents. Required Submittals shall bear the Contractor's stamp of approval, any exceptions to the Contract Documents shall be noted on the submittals, and copies of all submittals shall be of sufficient quantity for the Designer to retain up to three (3) copies of each submittal for his own use plus additional copies as may be required by the Contractor. Submittals shall be presented to the Designer in accordance with the schedule submitted in paragraph (a). so as to cause no delay in the activities of the Owner or of separate Contractors.
- c. The Designer shall review required submittals promptly, noting desired corrections if any, and retaining three (3) copies (1 for the Designer, 1 for the owner and 1 for SCO) for his use. The remaining copies of each submittal shall be returned to the Contractor not later than twenty (20) days from the date of receipt by the Designer, for the Contractor's use or for corrections and resubmittal as noted by the Designer. When resubmittals are required, the submittal procedure shall be the same as for the original submittals.
- d. Approval of shop drawings/submittals by the Designer shall not be construed as relieving the Contractor from responsibility for compliance with the design or terms of the contract documents nor from responsibility of errors of any sort in the shop drawings, unless such lack of compliance or errors first have been called in writing to the attention of the Designer by the Contractor.

#### ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

a. The contractor shall maintain, in readable condition at his job office, one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the designer, his authorized representative, owner or State Construction Office.

- b. The contractor shall maintain at the job office, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after final acceptance of the project.
- c. The contractor shall maintain at the job office a record of all required tests that have been performed, clearly indicating the scope of work inspected and the date of approval or rejection.

#### ARTICLE 7 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications are instruments of service and remain the property of the owner. The use of these instruments on work other than this contract without permission of the owner is prohibited. All copies of drawings and specifications other than contract copies shall be returned to the owner upon request after completion of the work.

#### ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; such approval or disapproval shall be made by the designer prior to the opening of bids. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.

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

#### **ARTICLE 9 - ROYALTIES, LICENSES AND PATENTS**

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The contractor shall protect and save harmless the owner against suit on account of alleged or actual infringement. The contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

#### **ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS**

- a. The contractor shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. See Instructions to Bidders, Paragraph 3, Bulletins and Addenda. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. If the contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the designer, he shall bear all cost arising therefrom. Additional requirements implemented after bidding will be subject to equitable negotiations.
- b. All work under this contract shall conform to the North Carolina State Building Code and other State, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the contractor and included within the bid proposal. All water taps, meter barrels, vaults and impact fees shall be paid by the contractor unless otherwise noted.
- d. Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to inspection by any county or municipal authorities and are not subject to county or municipal building codes. The contractor shall, however, cooperate with the county or municipal authorities by obtaining building permits. Permits shall be obtained at no cost.
- e. Projects involving local funding (community colleges) are subject also to county and municipal building codes and inspection by local authorities. The contractor shall pay the cost of these permits and inspections.

#### ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property, or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times.
- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around same. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. Accident Prevention Manual in Construction, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- g. The contractor shall designate a responsible person of his organization as safety officer/inspector to inspect the project site for unsafe health and safety hazards, to report these hazards to the contractor for correction, and whose duties also include accident prevention on the project, and to provide other safety and health measures on the project site as required by the terms and conditions of the contract. The name of the safety inspector shall be made known to the designer and owner at the time of the preconstruction conference and in all cases prior to any work starting on the project.
- h. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage.

- Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 19(b).
- i. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

#### **ARTICLE 12 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973**

- a. Any land-disturbing activity performed by the contractor(s) 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 N.C.A.C. 4A, 4B and 4C).
- b. Upon receipt of notice that a land-disturbing activity is in violation of said act, the contractor(s) shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.
- c. The contractor(s) shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 against any party or persons described in this article.
- d. To the fullest extent permitted by law, the contractor(s) shall indemnify and hold harmless the owner, the designer and the agents, consultants and employees of the owner and designer, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

#### **ARTICLE 13 - INSPECTION OF THE WORK**

- a. It is a condition of this contract that the work shall be subject to inspection during normal working hours and during any time work is in preparation and progress by the designer, designated official representatives of the owner, State Construction Office and those persons required by state law to test special work for official approval. The contractor shall therefore provide safe access to the work at all times for such inspections.
- b. All instructions to the contractor will be made only by or through the designer or his designated project representative. Observations made by official representatives of the owner shall be conveyed to the designer for review and coordination prior to issuance to the contractor.
- c. All work shall be inspected by designer, special inspector and/or State Construction Office prior to being covered by the contractor. Contractor shall give a minimum two weeks notice unless otherwise agreed to by all parties. If inspection fails, after the first reinspection all costs associated with additional reinspections shall be borne by the contractor.

- d. Where special inspection or testing is required by virtue of any state laws, instructions of the designer, specifications or codes, the contractor shall give adequate notice to the designer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the designer. Such special tests or inspections will be made in the presence of the designer, or his authorized representative, and it shall be the contractor's responsibility to serve ample notice of such tests.
- e. All laboratory tests shall be paid by the owner unless provided otherwise in the contract documents except the general contractor shall pay for laboratory tests to establish design mix for concrete, and for additional tests to prove compliance with contract documents where materials have tested deficient except when the testing laboratory did not follow the appropriate ASTM testing procedures.
- f. Should any work be covered up or concealed prior to inspection and approval by the designer, special inspector, and/or State Construction Office such work shall be uncovered or exposed for inspection, if so requested by the designer in writing. Inspection of the work will be made upon notice from the contractor. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition, the work that has been covered or concealed will be paid by the contractor involved.

#### ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE

- a. Throughout the progress of the work, each contractor shall keep at the job site, a competent superintendent and supervisory staff satisfactory to the designer and the owner. The superintendent and supervisory staff shall not be changed without the consent of the designer and owner unless said superintendent ceases to be employed by the contractor or ceases to be competent as determined by the contractor, designer or owner. The superintendent and other staff designated by the contractor in writing shall have authority to act on behalf of the contractor, and instructions, directions or notices given to him shall be as binding as if given to the contractor. However, directions, instructions, and notices shall be confirmed in writing.
- b. The contractor shall examine and study the drawings and specifications and fully understand the project design, and shall provide constant and efficient supervision to the work. Should he discover any discrepancies of any sort in the drawings or specifications, he shall report them to the designer without delay. He will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible to report them should they become known to him.
- c. All contractors shall be required to cooperate and consult with each other during the construction of this project. Prior to installation of work, all contractors shall jointly prepare coordination drawings, showing locations of various ductworks, piping, motors, pumps, and other mechanical or electrical equipment, in relation to the structure, walls and ceilings. These drawings shall be submitted to the designer through the Project Expediter for information only. Each contractor shall lay out and execute his work to cause the least delay to other contractors. Each contractor shall be financially responsible for any damage to other contractor's work and for undue delay caused to other contractors on the project.
- d. The contractor is required to attend job site progress conferences as called by the designer. The contractor shall be represented at these job progress conferences by both home office and project personnel. These representatives shall have authority to act on behalf of the contractor. These meetings shall be open to subcontractors, material

suppliers and any others who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or 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 project within the specified contract time. Each contractor shall be prepared to assess progress of the work as required in his particular contract and to recommend remedial measures for correction of progress as may be appropriate. The designer or his authorized representative shall be the coordinator of the conferences and shall preside as chairman. The contractor shall turn over a copy of his daily reports to the Designer and Owner at the job site progress conference. Owner will determine daily report format.

- e The contractor(s) shall, employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the work and to establish a bench mark in a location where same will not be disturbed and where direct instruments sights may be taken.
- f. The designer shall designate a Project Expediter on projects involving two or more prime contracts. The Project Expediter shall be designated in the Supplementary General Conditions. The Project Expediter shall have at a minimum the following responsibilities.
  - 1. Prepare the project construction schedule and shall allow all prime contractors (multi-prime contract) and subcontractors (single-prime contract) performing general, plumbing, HVAC, and electrical work equal input into the preparation of the initial construction schedule.
  - 2. Maintain a project progress schedule for all contractors.
  - 3. Give adequate notice to all contractors to ensure efficient continuity of all phases of the work.
  - 4. Notify the designer of any changes in the project schedule.
  - 5. Recommend to the owner whether payment to a contractor shall be approved.
- It shall be the responsibility of the Project Expediter to cooperate with and obtain from several prime contractors and subcontractors on the job, their respective work activities and integrate these activities into a project construction schedule in form of a detailed bar chart or Critical Path Method (CPM), schedule. Each prime contractor shall provide work activities within fourteen (14) days of request by the Project Expediter. A "work activity", for scheduling purposes, shall be any component or contractual requirement of the project requiring at least one (1) day, but not more than fourteen (14) days, to complete or fulfill. The project construction schedule shall graphically show all salient features of the work required to construct the project from start to finish and within the allotted time established in the contract. The time (in days) between the contractor's early completion and contractual completion dates is part of the project total float time; and shall be used as such, unless amended by a change order. On a multi-prime project, each prime contractor shall review the proposed construction schedule and approve same in writing. The Project Expediter shall submit the proposed construction schedule to the designer for comments. The complete Project construction schedule shall be of the type set forth in the Supplementary General Condition or subparagraph (1) or (2) below, as appropriate:

- 1. For a project with total contracts of \$500,000 or less, a bar chart schedule will satisfy the above requirement. The schedule shall indicate the estimated starting and completion dates for each major element of the work.
- 2. For a project with total contracts over \$500,000, a Critical Path Method (CPM) schedule shall be utilized to control the planning and scheduling of the Work. The CPM schedule shall be the responsibility of the Project Expediter and shall be paid for by the Project Expediter.

Bar Chart Schedule: Where a bar chart schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by designers, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of final punchlist(s). Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

**CPM Schedule**: Where a CPM schedule is required, it shall be in time-scaled precedence format using the Project Expediter's logic and time estimates. The CPM schedule shall be drawn or plotted with activities grouped or zoned by Work area or subcontract as opposed to a random (or scattered) format. The CPM schedule shall be time-scaled on a weekly basis and shall be drawn or plotted at a level of detail and logic which will schedule all salient features of the work to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of final punchlist(s). Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

The CPM schedule will identify and describe each activity, state the duration of each activity, the calendar dates for the early and late start and the early and late finish of each activity, and clearly highlight all activities on the critical path. "Total float" and "free float" shall be indicated for all activities. Float time shall not be considered for the exclusive use or benefit of either the Owner or the Contractor, but must be allocated in the best interest of completing the Work within the Contract time. Extensions to the Contract time, when granted by Change Order, will be granted only when equitable time adjustment exceeds the Total Float in the activity or path of activities affected by the change. On contracts with a price over \$2,500,000, the CPM schedule shall also show what part of the Contract Price is attributable to each activity on the schedule, the sum of which for all activities shall equal the total Contract Price.

**Early Completion of Project**: The Contractor may attempt to complete the project prior to the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time

for Completion or the Contract Completion Date. The Contractor shall not be required to pay liquidated damages to the Owner because of its failure to complete by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for early completion nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to complete earlier than the date required by the Contract Documents.

- h. The proposed project construction schedule shall be presented to the designer no later than fifteen (15) days after written notice to proceed. No application for payment will be processed until this schedule is accepted by the designer and owner.
- i. The approved project construction schedule shall be distributed to all contractors and displayed at the job site by the Project Expediter.
- The several contractors shall be responsible for their work activities and shall notify the į. Project Expediter of any necessary changes or adjustments to their work. The Project Expediter shall maintain the project construction schedule, making biweekly adjustments, updates, corrections, etc., that are necessary to finish the project within the Contract time, keeping all contractors and the designer fully informed. Copy of a bar chart schedule annotated to show the current progress shall be submitted by the Contractor(s) to the designer, along with monthly request for payment. For project requiring CPM schedule, the Contractor shall submit a biweekly report of the status of all activities. The bar chart schedule or status report shall show the actual Work completed to date in comparison with the original Work scheduled for all activities. If any activities of the work of several contractors are behind schedule, the contractor must indicate in writing, what measures will be taken to bring each such activity back on schedule and to ensure that the Contract Completion Date is not exceeded. A plan of action and recovery schedule shall be developed and submitted to the designer by the Project Expediter, when (1) the contractor's report indicates delays, that are in the opinion of the designer or the owner, of sufficient magnitude that the contractor's ability to complete the work by the scheduled completion is brought into question; (2) the updated construction schedule is thirty (30) days behind the planned or baseline schedule and no legitimate time extensions, as determined by the Designer, are in process; and (3) the contractor desires to make changes in the logic (sequencing of work) or the planned duration of future activities of the CPM schedule which, in the opinion of the designer or the owner, are of a major nature. The plan of action, when required shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand. Failure to provide an updated construction schedule or a recovery schedule may be grounds for rejection of payment applications or withholding of funds as set forth in Article 33.
- k. The Project Expediter shall notify each contractor of such events or time frames that are critical to the progress of the job. Such notice shall be timely and reasonable. Should the progress be delayed due to the work of any of the several contractors, it shall be the duty of the Project Expediter to immediately notify the contractor(s) responsible for such delay, the designer, the State Construction Office and other prime contractors. The designer shall determine the contractor(s) who caused the delays and notify the bonding company of the responsible contractor(s) of the delays; and shall make a recommendation to the owner regarding further action.
- l. Designation as Project Expediter entails an additional project control responsibility and does not alter in any way the responsibility of the contractor so designated, nor the

responsibility of the other contractors involved in the project. The project expeditor's Superintendent(s) shall be in attendance at the Project site at all times when work is in progress unless conditions are beyond the control of the Contractor or until termination of the Contract in accordance with the Contract Documents. It is understood that such Superintendent shall be acceptable to the Owner and Designer and shall be the one who will be continued in that capacity for the duration of the project unless he ceases to be on the Contractor's payroll or the Owner otherwise agrees. The Superintendent shall not be employed on any other project for or by the Contractor or by any other entity during the course of the Work. If the Superintendent is employed by the Contractor on another project without the Owner's approval, then the Owner may deduct from the Contractor's monthly general condition costs and amount representing the Superintendent's cost and shall deduct that amount for each month thereafter until the Contractor has the Superintendent back on the Owner's Project full-time.

#### ARTICLE 15 - SEPARATE CONTRACTS AND CONTRACTOR RELATIONSHIPS

- a. Effective from January 1, 2002, Chapter 143, Article 8, was amended, to allow public contracts to be delivered by the following delivery methods: single-prime, dual (single-prime and separate-prime), construction manager at risk, and alternative contracting method as approved by the State Building Commission. The owner reserves the right to prepare separate specifications, receive separate bids, and award separate contracts for such other major items of work as may be in the best interest of the State. For the purposes of a single prime contract, refer to Article 1 Definitions.
- b. All contractors shall cooperate with each other in the execution of their work, and shall plan their work in such manner as to avoid conflicting schedules or delay of the work. See Article 14, Construction Supervision.
- c. If any part of contractor's work depends upon the work of another contractor, defects which may affect that work shall be reported to the designer in order that prompt inspection may be made and the defects corrected. Commencement of work by a contractor where such condition exists will constitute acceptance of the other contractor's work as being satisfactory in all respects to receive the work commenced, except as to defects which may later develop. The designer shall be the judge as to the quality of work and shall settle all disputes on the matter between contractors.
- d. Any mechanical or electrical work such as sleeves, inserts, chases, openings, penetrations, etc., which is located in the work of the general contractor shall be built in by the general contractor. The respective mechanical and electrical contractors shall set all sleeves, inserts and other devices that are to be incorporated into the structure in cooperation and under the supervision of the general contractor. The responsibility for the exact location of such items shall be that of the mechanical and/or electrical contractor.
- e. The designer and the owner shall have access to the work whenever it is in preparation and progress and during normal working hours. The contractor shall provide facilities for such access so the designer may perform his functions under the contract documents.
- f. Should a contractor cause damage to the work or property of another contractor, he shall be directly responsible, and upon notice, shall promptly settle the claim or otherwise resolve the dispute.

#### ARTICLE 16 - SUBCONTRACTS AND SUBCONTRACTORS

- a. Within thirty (30) days after award of the contract, the contractor shall submit to the designer, owner and to the State Construction Office a list giving the names and addresses of subcontractors and equipment and material suppliers he proposes to use, together with the scope of their respective parts of the work. Should any subcontractor be disapproved by the designer or owner, the designer or owner shall submit his reasons for disapproval in writing to the State Construction Office for its consideration with a copy to the contractor. If the State Construction Office concurs with the designer's or owner's recommendation, the contractor shall submit a substitute for approval. The designer and owner shall act promptly in the approval of subcontractors, and when approval of the list is given, no changes of subcontractors will be permitted except for cause or reason considered justifiable by the designer or owner.
- b. The designer will furnish to any subcontractor, upon request, evidence regarding amounts of money paid to the contractor on account of the subcontractor's work.
- c. The contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The contractor agrees that no contractual relationship exists between the subcontractor and the owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the contractor.
- d. The owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

#### **ARTICLE 17 - CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS**

The contractor agrees that the terms of these contract documents shall apply equally to each subcontractor as to the contractor, and the contractor agrees to take such action as may be necessary to bind each subcontractor to these terms. The contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to contractor-subcontractor relationships, and that payments to subcontractors shall be made in accordance with the provisions of G.S. 143-134.1 titled Interest on final payments due to prime contractors: payments to subcontractors.

On all public construction contracts which are let by a board or governing body of the state government or any political subdivision thereof, except contracts let by the Department of Transportation pursuant to G.S. 136-28.1, the balance due prime contractors shall be paid in full within 45 days after respective prime contracts of the project have been accepted by the owner, certified by the architect, engineer or designer to be completed in accordance with terms of the plans and specifications, or occupied by the owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever the architect or consulting engineer in charge of the project determines that delay in completion of the project in accordance with terms of the plans and specifications is the fault of the contractor, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. No payment shall be delayed because of the failure of another prime contractor on such project to complete his contract. Should final payment to any prime contractor beyond the date such contracts have been certified to be completed by the designer or architect, accepted by the owner, or occupied by the owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said prime contractor shall be paid interest, beginning on the 46th day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is

agreed upon on such unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due a prime contractor during construction shall be paid in accordance with the payment provisions of the contract documents or said prime contractor shall be paid interest on any such unpaid amount at the rate stipulated above for delayed final payments. Such interest shall begin on the date the payment is due and continue until the date on which payment is made. Such due date may be established by the terms of the contract. Funds for payment of such interest on state-owned projects shall be obtained from the current budget of the owning department, institution or agency. Where a conditional acceptance of a contract exists, and where the owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

- b. Within seven days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Should any periodic or final payment to the subcontractor be delayed by more than seven days after receipt of periodic or final payment by the prime contractor, the prime contractor shall pay the subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due.
- c. The percentage of retainage on payments made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the owner to the prime contractor. Any percentage of retainage on payments made by the prime contractor to the subcontractor that exceeds the percentage of retainage on payments made by the owner to the prime contractor shall be subject to interest to be paid by the prime contractor to the subcontractor at the rate of one percent (1%) per month or fraction thereof.
- d. Nothing in this section shall prevent the prime contractor at the time of application and certification to the owner from withholding application and certification to the owner for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment and materials; damage to prime contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by owner.

#### **ARTICLE 18 - DESIGNER'S STATUS**

- a. The designer shall provide general administration of the performance of construction contracts, including liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the owner only for the purpose of constructing this work and to the extent stipulated in the contract documents. He has authority to direct work to be performed, to stop work, to order work removed, or to order corrections of faulty work, where any such action by the designer may be necessary to assure successful completion of the work.
- b. The designer is the impartial interpreter of the contract documents, and, as such, he shall exercise his powers under the contract to enforce faithful performance by both the owner and the contractor, taking sides with neither.
- c. Should the designer cease to be employed on the work for any reason whatsoever, then the owner shall employ a competent replacement who shall assume the status of the former designer.

- d. The designer and his consultants will make inspections of the project. He will inspect the progress, the quality and the quantity of the work.
- e. The designer and the owner shall have access to the work whenever it is in preparation and progress during normal working hours. The contractor shall provide facilities for such access so the designer and owner may perform their functions under the contract documents.
- f. Based on the designer's inspections and evaluations of the project, the designer shall issue interpretations, directives and decisions as may be necessary to administer the project. His decisions relating to artistic effect and technical matters shall be final, provided such decisions are within the limitations of the contract.

#### **ARTICLE 19 - CHANGES IN THE WORK**

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved\_change order or written field order from the designer, countersigned by the owner and the state construction office authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

A field order, transmitted by fax, electronically, or hand delivered, may be used where the change involved impacts the critical path\_of the work. A formal change order shall be issued as expeditiously as possible.

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

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
  - 1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except is such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c2 herein. If neither party elects to proceed under c2, then unit prices shall apply.
  - 2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.

- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors(1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc)) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc contractors shall be allowed a maximum of 2.5% on the contracted work of their subs.; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
  - 1. The actual costs of materials and supplies incorporated or consumed as part of the work;
  - 2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
  - 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
  - 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
  - 5. The actual costs of premiums for bonds, insurance, permit fees, and sales or use taxes related to the work.

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

- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. In all change orders, the procedure will be for the designer to request proposals for the change order work in writing. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to

the contractor's proposal. Within seven (7) days after receipt of the change order executed\_by the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order and forward to the State Construction Office for final approval, within seven (7) days of receipt. The State Construction Office shall act on the change order within seven (7) days. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedure.

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

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

- i. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- j. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, with the approval of the State Construction Office, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in\_this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

#### **ARTICLE 20 - CLAIMS FOR EXTRA COST**

- a. Should the contractor consider that as a result of instructions given by the designer, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the designer within seven (7) days without delay. The written notice shall clearly state that a claim for extra cost is being made and shall provide a detailed justification for the extra cost. The contractor shall not proceed with the work affected until further advised, except in emergency involving the safety of life or property, which condition is covered in Article 19(b) and Article 11(h). No claims for extra compensation shall be considered unless the claim is so made. The designer shall render a written decision within seven (7) days of receipt of claim.
- b. The contractor shall not act on instructions received by him from persons other than the designer, and any claims for extra compensation or extension of time on account of such instruction will not be honored. The designer shall not be responsible for misunderstandings claimed by the contractor of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.
- c. Should a claim for extra compensation that complies with the requirements of (a) above by the contractor and is denied by the designer or owner, and cannot be resolved by a

representative of the State Construction Office, the contractor may request a mediation in connection with GS 143-128(f1) in the dispute resolution rules adopted by the State Building Commission (1 N.C.A.C. 30H .0101 through .1001). If the contractor is unable to resolve its claim as a result of mediation, the contractor may pursue the claim in accordance with the provisions of G.S. 143-135.3, or G.S. 143-135.6 where Community Colleges are the owner, and the following:

- 1. A contractor who has not completed a contract with a board for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the director of the State Construction Office of the Department of Administration for the amount the contractor claims is due. The director may deny, allow or compromise the claim, in whole or in part. A claim under this subsection is not a contested case under Chapter 150B of the General Statutes.
- 2. (a) A contractor who has completed a contract with a board for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the director of the State Construction Office of the Department of Administration for the amount the contractor claims is due. The claim shall be submitted within sixty (60) days after the contractor receives a final statement of the board's disposition of his claim and shall state the factual basis for the claim.
  - (b) The director shall investigate a submitted claim within ninety (90) days of receiving the claim, or within any longer time period upon which the director and the contractor agree. The contractor may appear before the director, either in person or through counsel, to present facts and arguments in support of his claim. The director may allow, deny or compromise the claim, in whole or in part. The director shall give the contractor a written statement of the director's decision on the contractor's claim.
  - (c) A contractor who is dissatisfied with the director's decision on a claim submitted under this subsection may commence a contested case on the claim under Chapter 150B of the General Statutes. The contested case shall be commenced within sixty (60) days of receiving the director's written statement of the decision.
  - (d) As to any portion of a claim that is denied by the director, the contractor may, in lieu of the procedures set forth in the preceding subsection of this section, within six (6) months of receipt of the director's final decision, institute a civil action for the sum he claims to be entitled to under the contract by filing a verified complaint and the issuance of a summons in the Superior Court of Wake County or in the superior court of any county where the work under the contract was performed. The procedure shall be the same as in all civil actions except that all issues shall be tried by the judge, without a jury.

#### ARTICLE 21 - MINOR CHANGES IN THE WORK

The designer will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents. Such changes shall be effected by written order, copied to the State Construction Office, and shall be binding on the owner and the contractor.

#### ARTICLE 22 - UNCORRECTED FAULTY WORK

Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the owner and the designer, the owner shall be reimbursed by the contractor. A change order will be issued to reflect a reduction in the contract sum.

#### ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME

- a. The time of completion is stated in the Supplementary General Conditions and in the Form of Construction Contract. The Project Expediter, upon notice of award of contract, shall prepare a construction schedule to complete the project within the time of completion as required by Article 14.
- b. The contractors shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from the designer and shall fully complete all work hereunder within the time of completion stated. Time is of the essence and the contractor acknowledges the Owner will likely suffer financial damage for failure to complete the work within the time of completion. For each day in excess of the above number of days, the contractor(s) shall pay the owner the sum stated 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.
- c. In the event of multiple prime contractors, the designer shall be the judge as to the division of responsibility between the contractor(s), based on the construction schedule, weekly reports and job records, and shall apportion the amount of liquidated damages to be paid by each of them, according to delay caused by any or all of them.
- d. If the contractor is delayed at any time in the progress of his work solely by any act or negligence of the owner, the designer, or by any employee of either; by any separate contractor employed by the owner; by changes ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the contractor's control; or by any other causes which the designer and owner determine may justify the delay, then the contract time may be extended by change order only for the time which the designer and owner may determine is reasonable.

Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the contractor reflecting the effect of the weather on progress of the work and initialed by the designer's representative. No weather delays shall be considered after the building is dried in unless work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents. Contractor caused delays shall be accounted for before owner or designer caused delays in the case of concurrent delays.

- e. Request for extension of time shall be made in writing to the designer, copies to the owner and SCO, within twenty (20) days following cause of delay. In case of continuing cause for delay, the Contractor shall notify the Designer to the designer, copies to the owner and SCO, of the delay within 20 days of the beginning of the delay and only one claim is necessary.
- f. The contractor shall notify his surety in writing of extension of time granted.
- g. No claim for time extension shall be allowed on account of failure of the designer to furnish drawings or instructions until twenty (20) days after demand for such drawings and/or instructions. See Article 5c. Demand must be in written form clearly stating the potential for delay unless the drawings or instructions are provided. Any delay granted will begin after the twenty (20) day demand period is concluded.

#### ARTICLE 24 - PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY

- a. The owner may desire to occupy or utilize all or a portion of the project prior to the completion of the project.
- b. Should the owner request a utilization of a building or portion thereof, the designer shall perform a designer final inspection of area after being notified by the contractor that the area is ready for such. After the contractor has completed designer final inspection punch list and the designer has verified, then the designer shall schedule a beneficial occupancy inspection at a time and date acceptable to the owner, contractor(s) and State Construction Office. If beneficial occupancy is granted by the State Construction Office, in such areas the following will be established:
  - 1. The beginning of guarantees and warranties period for the equipment necessary to support. in the area.
  - 2. The owner assumes all responsibilities for utility costs for entire building.
  - 2. Contractor will obtain consent of surety.
  - 3. Contractor will obtain endorsement from insurance company permitting beneficial occupancy.
- c. The owner shall have the right to exclude the contractor from any part of the project which the designer has so certified to be substantially complete, but the owner will allow the contractor reasonable access to complete or correct work to bring it into compliance with the contract.
- d. Occupancy by the owner under this article will in no way relieve the contractor from his contractual requirement to complete the project within the specified time. The contractor will not be relieved of liquidated damages because of beneficial occupancy. The designer may prorate liquidated damages based on the percentage of project occupied.

#### ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT

a. Upon notification from the contractor(s) that the project is complete and ready for inspection, the designer shall make a Designer final inspection to verify that the project is complete and ready for SCO final inspection. Prior to SCO final inspection, the contractor(s) shall complete all items requiring corrective measures noted at the Designer

final inspection. The designer shall schedule a SCO final inspection at a time and date acceptable to the owner, contractor(s) and State Construction Office.

- b. At the SCO final inspection, the designer and his consultants shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the contract documents. At the conclusion of the SCO final inspection, the designer and State Construction Office representative shall make one of the following determinations:
  - 1. That the project is completed and accepted.
  - 2. That the project will be accepted subject to the correction of the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of SCO final inspection or the owner may invoke Article 28, Owner's Right to Do Work.
  - 4. That the project is not complete and another date for a SCO final inspection will be established.
- c. Within fourteen (14) days of final acceptance per Paragraph b1 or within fourteen (14) days after completion of punch list per Paragraph b2 above, the designer shall certify the work and issue applicable certificate(s) of compliance.
- d. Any discrepancies listed or discovered after the date of SCO final inspection and acceptance under Paragraphs b1 or b2 above shall be handled in accordance with Article 42, Guarantee.
- f. The final acceptance date will establish the following:
  - 1. The beginning of guarantees and warranties period.
  - 2. The date on which the contractor's insurance coverage for public liability, property damage and builder's risk may be terminated.
  - 3. That no liquidated damages (if applicable) shall be assessed after this date.
  - 4. The termination date of utility cost to the contractor.
- g. Prior to issuance of final acceptance date, the contractor shall have his authorized representatives visit the project and give full instructions to the designated personnel regarding operating, maintenance, care, and adjustment of all equipment and special construction elements. In addition, the contractor shall provide to the owner a complete instructional video (media format acceptable to the owner) on the operation, maintenance, care and adjustment of all equipment and special construction elements.

#### ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT

a. Any work, materials, fabricated items or other parts of the work which have been condemned or declared not in accordance with the contract by the designer shall be promptly removed from the work site by the contractor, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the owner. Work or property of other contractors or the owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the contractor whose work is faulty.

- b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the designer, and shall make satisfactory progress, as determined by the designer, until completed.
- c. Should the contractor fail to proceed with the required corrections, then the owner may complete the work in accordance with the provisions of Article 28.

#### ARTICLE 27 - CORRECTION OF WORK AFTER FINAL PAYMENT

See Article 35, Performance Bond and Payment Bond, and Article 42, Guarantee. Neither the final certificate, final payment, occupancy of the premises by the owner, nor any provision of the contract, nor any other act or instrument of the owner, nor the designer, shall relieve the contractor from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. Contractor shall correct or make good any defects due thereto and repair any damage resulting there from, which may appear during the guarantee period following final acceptance of the work except as stated otherwise under Article 42, Guarantee. The owner will report any defects as they may appear to the contractor and establish a time limit for completion of corrections by the contractor. The owner will be the judge as to the responsibility for correction of defects.

#### ARTICLE 28 - OWNER'S RIGHT TO DO WORK

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

#### **ARTICLE 29 - ANNULMENT OF CONTRACT**

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

or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety. In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety shall be liable and shall pay to the owner the amount of said excess.

## ARTICLE 30 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

- a. Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or control of the contractor, or if the owner should fail or refuse to make payment on account of a certificate issued by the designer within forty-five (45) days after receipt of same, then the contractor, after fifteen (15) days' written notice sent by certified mail, return receipt requested, to the owner and the designer, may suspend operations on the work or terminate the contract.
- b. The owner shall be liable to the contractor for the cost of all materials delivered and work performed on this contract plus 10 percent overhead and profit and shall make such payment. The designer shall be the judge as to the correctness of such payment.

#### **ARTICLE 31 - REQUEST FOR PAYMENT**

- a. Not later than the fifth day of the month, the contractor shall submit to the designer a request for payment for work done during the previous month. The request shall be in the form agreed upon between the contractor and the designer, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:
  - 1. Total of contract including change orders.
  - 2. Value of work completed to date.
  - 3. Less five percent (5%) retainage, provided however, that after fifty percent (50%) of the contractor's work has been satisfactorily completed on schedule, with approval of the owner and the State Construction Office and written consent of the surety, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule.
  - 4. Less previous payments.
  - 5. Current amount due.
- b. The contractor, upon request of the designer, shall substantiate the request with invoices of vouchers or payrolls or other evidence.
- c. Prior to submitting the first request, the contractor shall prepare for the designer a schedule showing a breakdown of the contract price into values of the various parts of the work, so arranged as to facilitate payments to subcontractors in accordance with Article 17, Contractor and Subcontractor Relationships. The contractor(s) shall list the

- value of each subcontractor and supplier, identifying each minority business subcontractor and supplier as listed in Affidavit C, if applicable.
- When payment is made on account of stored materials and equipment, such materials must be stored on the owner's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the owner's title to such materials and equipment. Such payments will be made only for materials that have been customized or fabricated specifically for this project. Raw materials or commodity products including but not limited to piping, conduit, CMU, metal studs and gypsum board may not be submitted. Responsibility for such stored materials and equipment shall remain with the contractor regardless of ownership title. Such stored materials and equipment shall not be removed from the owner's property. Should the space for storage on-site be limited, the contractor, at his option, shall be permitted to store such materials and/or equipment in a suitable space off-site. Should the contractor desire to include any such materials or equipment in his application for payment, they must be stored in the name of the owner in an independent, licensed, bonded warehouse approved by the designer, owner and the State Construction Office and located as close to the site as possible. The warehouse selected must be approved by the contractor's bonding and insurance companies; the material to be paid for shall be assigned to the owner and shall be inspected by the designer. Upon approval by the designer, owner and SCO of the storage facilities and materials and equipment, payment therefore will be certified. Responsibility for such stored materials and equipment shall remain with the contractor. Such stored materials and equipment shall not be moved except for transportation to the project site. Under certain conditions, the designer may approve storage of materials at the point of manufacture, which conditions shall be approved by the designer, the owner and the State Construction Office prior to approval for the storage and shall include an agreement by the storing party which unconditionally gives the State absolute right to possession of the materials at anytime. Bond, security and insurance protection shall continue to be the responsibility of the contractor(s).
- e. In the event of beneficial occupancy, retainage of funds due the contractor(s) may be reduced with the approval of the State Construction Office to an equitable amount to cover the list of items to be completed or corrected. Retainage may not be reduced to less than two and one-half (2 1/2) times the estimated value of the work to be completed or corrected. Reduction of retainage must be with the consent and approval of the contractor's bonding company.

#### ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT

- a. Within five (5) days from receipt of request for payment from the contractor, the designer shall issue and forward to the owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the designer. If the certificate is not approved by the designer, he shall state in writing to the contractor and the owner his reasons for withholding payment.
- b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the owner except:
  - 1. Claims arising from unsettled liens or claims against the contractor.
  - 2. Faulty work or materials appearing after final payment.
  - 3. Failure of the contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.

- 4. As conditioned in the performance bond and payment bond.
- c. The making and acceptance of final payment shall constitute a waiver of all claims by the contractor except those claims previously made and remaining unsettled (Article 20(c)).
- d. Prior to submitting request for final payment to the designer for approval, the contractor shall fully comply with all requirements specified in the project closeout section of the specifications. These requirements include but not limited to the following:
  - 1. Submittal of Product and Operating Manuals, Warranties and Bonds, Guarantees, Maintenance Agreements, As-Built Drawings, Certificates of Inspection or Approval from agencies having jurisdiction. (The designer must approve the Manuals prior to delivery to the owner).
  - 2. Transfer of Required attic stock material and all keys in an organized manner.
  - 3. Record of Owner's training.
  - 4. Resolution of any final inspection discrepancies.
  - 5. Granting access to Contractor's records, if Owner's internal auditors have made a request for such access pursuant to Article 52.
- e. The contractor shall forward to the designer, the final application for payment along with the following documents:
  - 1. List of minority business subcontractors and material suppliers showing breakdown of contract amounts and total actual payments to subs and material suppliers.
  - 2. Affidavit of Release of Liens.
  - **3.** Affidavit of contractors of payment to material suppliers and subcontractors. (See Article 36).
  - 4. Consent of Surety to Final Payment.
  - 5. Certificates of state agencies required by state law.
- f. The designer will not authorize final payment until the work under contract has been certified by designer, certificates of compliance issued, and the contractor has complied with the closeout requirements. The designer shall forward the contractor's final application for payment to the owner along with respective certificate(s) of compliance required by law.

#### **ARTICLE 33 - PAYMENTS WITHHELD**

- a. The designer with the approval of the State Construction Office may withhold payment for the following reasons:
  - 1. Faulty work not corrected.

- 2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- 3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- b. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
  - 1. Claims filed against the contractor or evidence that a claim will be filed.
  - 2. Evidence that subcontractors have not been paid.
- c. The Owner may withhold all or a portion of Contractor's general conditions costs set forth in the approved schedule of values, if Contractor has failed to comply with: (1) a request to access its records by Owner's internal auditors pursuant to Article 52; (2) a request for a plan of action and/or recovery schedule under Article 14.j or provide The Owner; (3) a request to provide an electronic copies of Contractor's baseline schedule, updates with all logic used to create the schedules in the original format of the scheduling software; and (4) Contractor's failure to have its Superintendent on the Project full-time; (
- d. When grounds for withholding payments have been removed, payment will be released. Delay of payment due the contractor without cause will make owner liable for payment of interest to the contractor in accordance with G.S. 143-134.1. As provided in G.S.143-134.1(e) the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progess, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

#### **ARTICLE 34 - MINIMUM INSURANCE REQUIREMENTS**

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

#### a. Worker's Compensation and Employer's Liability

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

#### b. Public Liability and Property Damage

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

anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$500,000 per occurrence

Property Damage: \$100,000 per occurrence / \$300,000 aggregate

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

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

#### c. Property Insurance (Builder's Risk/Installation Floater)

The contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and subsubcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

#### d. **Deductible**

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

#### e. Other Insurance

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

#### f. **Proof of Carriage**

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

#### ARTICLE 35 - PERFORMANCE BOND AND PAYMENT BOND

- a. Each contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications.
- b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

#### **ARTICLE 36 - CONTRACTOR'S AFFIDAVIT**

The final payment of retained amount due the contractor on account of the contract shall not become due until the contractor has furnished to the owner through the designer an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with his contract have been satisfied, and that no claims or

liens exist against the contractor in connection with this contract. In the event that the contractor cannot obtain similar affidavits from subcontractors to protect the contractor and the owner from possible liens or claims against the subcontractor, the contractor shall state in his affidavit that no claims or liens exist against any subcontractor to the best of his (the contractor's) knowledge, and if any appear afterward, the contractor shall save the owner harmless.

#### **ARTICLE 37 - ASSIGNMENTS**

The contractor shall not assign any portion of this contract nor subcontract in its entirety. Except as may be required under terms of the performance bond or payment bond, no funds or sums of money due or become due the contractor under the contract may be assigned.

#### **ARTICLE 38 - USE OF PREMISES**

- a. The contractor(s) shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the designer and owner and shall not exceed those established limits in his operations.
- b. The contractor(s) shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- c. The contractor(s) shall enforce the designer's and owner's instructions regarding signs, advertisements, fires and smoking.
- d. No firearms, any type of alcoholic beverages, or drugs (other than those prescribed by a physician) will be permitted at the job site.

#### **ARTICLE 39 - CUTTING, PATCHING AND DIGGING**

- a. The contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the designer may direct.
- b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefor.
- c. No contractor shall endanger any work of another contractor by cutting, digging or other means. No contractor shall cut or alter the work of any other contractor without the consent of the designer and the affected contractor(s).

#### **ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS**

a. The contractor shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer and other utility services which maybe necessary and required for completion of the project including all utilities required for testing, cleaning, balancing, and sterilization of designated plumbing, mechanical and electrical systems. Any permanent meters installed shall be listed in the contractor's name until work has a final acceptance. The contractor will be solely responsible for all utility costs prior to final acceptance. Contractor shall contact all affected utility companies prior to bid to determine their requirements to provide temporary and permanent service and include all costs associated with providing those services in their bid. Coordination of the work of the utility companies during construction is the sole responsibility of the contractor.

- b. Meters shall be relisted in the owner's name on the day following final acceptance of the Project Expediter's work, and the owner shall pay for services used after that date.
- c. The owner shall be reimbursed for all metered utility charges after the meter is relisted in the owner's name and prior to completion and acceptance of the work of all contractors. Reimbursement shall be made by the contractor whose work has not been completed and accepted. If the work of two or more contractors has not been completed and accepted, reimbursement to the owner shall be paid by the contractors involved on the basis of assessments by the designer.
- d Prior to the operation of permanent systems, the Project Expediter will provide temporary power, lighting, water, and heat to maintain space temperature above freezing, as required for construction operations.
- e. All contractors shall have the permanent building systems in sufficient readiness for furnishing temporary climatic control at the time a building is enclosed and secured. The HVAC systems shall maintain climatic control throughout the enclosed portion of the building sufficient to allow completion of the interior finishes of the building. A building shall be considered enclosed and secured when windows, doorways (exterior, mechanical, and electrical equipment rooms), and hardware are installed; and other openings have protection which will provide reasonable climatic control. The appropriate time to start the mechanical systems and climatic condition shall be jointly determined by the contractor(s), the designer and owner. Use of the equipment in this manner shall be subject to the approval of the Designer and owner and shall in no way affect the warranty requirements of the contractor(s).
- f. The electrical contractor shall have the building's permanent power wiring distribution system in sufficient readiness to provide power as required by the HVAC contractor for temporary climatic control.
- g. The electrical contractor shall have the building's permanent lighting system ready at the time the general contractor begins interior painting and shall provide adequate lighting in those areas where interior painting and finishing is being performed.
- h. Each prime contractor shall be responsible for his permanently fixed service facilities and systems in use during progress of the work. The following procedures shall be strictly adhered to:
  - 1. Prior to final acceptance of work by the State Construction Office, each contractor shall remove and replace any parts of the permanent building systems damaged through use during construction.
  - 2. Temporary filters as recommended by the equipment manufacturer in order to keep the equipment and ductwork clean and free of dust and debris shall be installed in each of the heating and air conditioning units and at each return grille during construction. New filters shall be installed in each unit prior to the owner's acceptance of the work.
  - 3. Extra effort shall be maintained to keep the building and the site adjacent to the building clean and under no circumstances shall air systems be operated if finishing and site work operations are creating dust in excess of what would be considered normal if the building were occupied.
  - 4. It shall be understood that any warranty on equipment presented to the owner shall extend from the day of final acceptance by the owner. The cost of warranting the

- equipment during operation in the finishing stages of construction shall be borne by the contractor whose system is utilized.
- 5. The electrical contractor shall have all lamps in proper working condition at the time of final project acceptance.
- i. The Project Expediter shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets required for a complete and adequate sanitary arrangement. These facilities will be available to other contractors on the job and shall be kept in a neat and sanitary condition at all times. Chemical toilets are acceptable.
- j. The Project Expediter shall, if required by the Supplementary General Conditions and where directed, erect a temporary field office, complete with lights, telephone, heat and air conditioning. A portion of this office shall be partitioned off, of sufficient size, for the use of a resident inspector, should the designer so direct.
- k. On multi-story construction projects, the Project Expediter shall provide temporary elevators, lifts, or other special equipment for the general use of all contractors. The cost for such elevators, lifts or other special equipment and the operation thereof shall be included in the Project Expediter's bid.
- 1. The Project Expediter will erect one sign on the project if required. The sign shall be of sound construction, and shall be neatly lettered with black letters on white background. The sign shall bear the name of the project, and the names of prime contractors on the project, and the name of the designer and consultants. Directional signs may be erected on the owner's property subject to approval of the owner with respect to size, style and location of such directional signs. Such signs may bear the name of the contractor and a directional symbol. No other signs will be permitted except by permission of the owner.

#### **ARTICLE 41 - CLEANING UP**

- a. The contractors shall keep the building and surrounding area reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by the designer or Project Expediter. The Project Expediter shall provide an on site refuse container(s) for the use of all contractors. Each contractor shall remove their rubbish and debris from the building on a daily basis. The Project Expediter shall broom clean the building as required to minimize dust and dirt accumulation.
- b. The Project Expediter shall provide and maintain suitable all-weather access to the building.
- c. Before final inspection and acceptance of the building, each contractor shall clean his portion of the work, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the owner, with no cleaning required by the owner.

#### **ARTICLE 42 - GUARANTEE**

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

- b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.
- c. Additionally, the owner may bring an action for latent defects caused by the negligence\_of the contractor which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.
- d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

#### **ARTICLE 43 - CODES AND STANDARDS**

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina state building codes, federal specifications, ASTM specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

#### **ARTICLE 44 - INDEMNIFICATION**

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner, the designer and the agents, consultants and employees of the owner and designer, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the contractor, the contractor's subcontractor, or the agents of either the contractor or the contractor's subcontractor. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this article.

#### **ARTICLE 45 - TAXES**

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).
- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.
- d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal and contract sum.

#### e. Accounting Procedures for Refund of County Sales & Use Tax

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

Contractors performing contracts for state agencies shall give the state agency for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(e).

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

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

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

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

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

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

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

#### **ARTICLE 46 - EQUAL OPPORTUNITY CLAUSE**

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

#### ARTICLE 47 - EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES

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

#### ARTICLE 48 - ASBESTOS-CONTAINING MATERIALS (ACM)

The State of North Carolina has attempted to address all asbestos-containing materials that are to be disturbed in the project. However, there may be other asbestos-containing materials in the work areas that are not to be disturbed and do not create an exposure hazard.

Contractors are reminded of the requirements of instructions under Instructions to Bidders and General Conditions of the Contract, titled Examination of Conditions. Statute 130A, Article 19, amended August 3, 1989, established the Asbestos Hazard Management Program that controls asbestos abatement in North Carolina. The latest edition of *Guideline Criteria for Asbestos Abatement* from the State Construction Office is to be incorporated in all asbestos abatement projects for the Capital Improvement Program.

#### **ARTICLE 49 - MINORITY BUSINESS PARTICIPATION**

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority businesses in total value of work for each State building project. The document, *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Affidavits and Appendix E are hereby incorporated into and made a part of this contract.

#### ARTICLE 50 – CONTRACTOR EVALUATION

The contractor's overall work performance on the project shall be fairly evaluated in accordance with the State Building Commission policy and procedures, for determining qualifications to bid on future State capital improvement projects. In addition to final evaluation, interim evaluation may be prepared during the progress of project. The document, Contractor Evaluation Procedures, is hereby incorporated and made a part of this contract. The owner may request the contractor's comments to evaluate the designer.

#### **ARTICLE 51 – GIFTS**

Pursuant to N.C. Gen. Stat. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, subcontractor, supplier, vendor, etc.), to make gifts or to give favors to any State employee. This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review G.S. Sec. 133-32.

During the construction of the Project, the Contractor is prohibited from making gifts to any of the Owner's employees, Owner's project representatives (architect, engineers, construction manager and their employees), employees of the State Construction Office and/or any other State employee that may have any involvement, influence, responsibilities, oversight, management and/or duties that pertain to and/or relate to the contract administration, financial administration and/or disposition of claims arising from and/or relating to the Contract and/or Project.

#### ARTICLE 52 – AUDITING-ACCESS TO PERSONS AND RECORDS

In accordance with N.C. General Statute 147-64.7, the State Auditor shall have access to Contractor's officers, employees, agents and/or other persons in control of and/or responsible for the Contractor's records that relate to this Contracts for purposes of conducting audits under the referenced statute. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or

relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

#### ARTICLE 53 – NORTH CAROLINA FALSE CLAIMS ACT

The North Carolina False Claims Act ("NCFCA"), N.C Gen. Stat. § 1-605 through 1-618, applies to this Contract. The Contractor should familiarize itself with the entire NCFCA and should seek the assistance of an attorney if it has any questions regarding the NCFCA and its applicability to any requests, demands and/or claims for payment its submits to the State through the contracting state agency, institution, university or community college.

The purpose of the NCFCA "is to deter persons from knowingly causing or assisting in causing the State to pay claims that are false or fraudulent and to provide remedies in the form of treble damages and civil penalties when money is obtained from the State by reason of a false or fraudulent claim." (Section 1-605(b).) A contractor's liability under the NCFCA may arise from, but is not limited to: requests for payment, invoices, billing, claims for extra work, requests for change orders, requests for time extensions, claims for delay damages/extended general conditions costs, claims for loss productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, documentation used to support any of the foregoing requests or claims, and/or any other request for payment from the State through the contracting state agency, institution, university or community college. The parts of the NCFCA that are most likely to be enforced with respect to this type of contract are as follows:

- A "claim" is "[a]ny request or demand, whether under a contract or otherwise, for money or property and whether or not the State has title to the money or property that (i) is presented to an officer, employee, or agent of the State or (ii) is made to a contractor ... if the money or property is to be spent or used on the State's behalf or to advance a State program or interest and if the State government: (a) provides or has provided any portion of the money or property that is requested or demanded; or (b) will reimburse such contractor ... for any portion of the money or property which is requested or demanded." (Section 1-606(2).)
- "Knowing" and "knowingly." Whenever a person, with respect to information, does any of the following: (a) Has actual knowledge of the information; (b) Acts in deliberate ignorance of the truth or falsity of the information; and/or (c) Acts in reckless disregard of the truth or falsity of the information. (Section 1-606(4).) Proof of specific intent to defraud is not required. (Section 1-606(4).)
- "Material" means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property. (Section 1-606(4).)
- Liability. "Any person who commits any of the following acts shall be liable to the State for three times the amount of damages that the State sustains because of the act of that person[:] ... (1) Knowingly presents or causes to be presented a false or fraudulent claim for payment or approval. (2) Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim. (3) Conspires to commit a violation of subdivision (1), (2) ..." (Section 1-607(a)(1), (2).)

• The NCFCA shall be interpreted and construed so as to be consistent with the federal False Claims Act, 31 U.S.C. § 3729, et seq., and any subsequent amendments to that act. (Section 1-616(c).)

Finally, the contracting state agency, institution, university or community college may refer any suspected violation of the NCFCA by the Contractor to the Attorney General's Office for investigation. Under Section 1-608(a), the Attorney General is responsible for investigating any violation of NCFCA, and may bring a civil action against the Contractor under the NCFCA. The Attorney General's investigation and any civil action relating thereto are independent and not subject to any dispute resolution provision set forth in this Contract. (See Section 1-608(a).)

#### **ARTICLE 54 – TERMINATION FOR CONVENIENCE**

Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

## SUPPLEMENTARY INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF THE CONTRACT

#### PART 1 - GENERAL CONDITIONS OF THE CONTRACT

#### 1.1 ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE

- **A.** 14.f: If the project is a single prime construction contract, the single prime contractor by default is the project expeditor. See General Conditions Article 1.i.
- B. [14g: Delete the references to a CPM Schedule. The schedule for this project is only required to be a Bar Chart Schedule. See Section 01 3200].
- C. [14j: Delete the references to a CPM Schedule. The schedule for this project is only required to be a Bar Chart Schedule. See Section 01 3200].

#### 1.2 ARTICLE 23 – TIME FOR COMPLETION, DELAYS, EXTENSIONS OF TIME

- A. Article 23.a: The time for completion of the Work shall be [90] Ninety consecutive calendars days from the date of the Notice to Proceed to Final Acceptance.
- B. Article 23.b: Liquidated damages shall accrue at the rate of [\$500.00] Five hundred dollars per day for each calendar day in excess of the number of calendar days designated in Article 23.a.

#### 1.3 ARTICLE 35 – PERFORMANCE BOND AND PAYMENT BOND

A. If an awarded bid is over three hundred thousand dollars (\$300,000), the contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form provided by the State. An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds.

#### 1.4 ARTICLE 38 – USE OF PREMISES

A. Article 38.d: Contractor shall post a sign indicating Fire Arms are prohibited on the construction site. See security requirements under Section 01 1100 Security Requirements.

#### **END OF DOCUMENT 002213**

#### MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

#### **APPLICATION:**

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

#### MINORITY BUSINESS SUBCONTRACT GOALS:

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

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

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

#### OR

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

#### OR

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

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

#### MINIMUM COMPLIANCE REQUIREMENTS:

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

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

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

#### NCDAC CENTRAL ENGINEERING SPECIAL CONDITIONS DOCUMENT

#### **PART 1 - SPECIAL CONDITIONS**

#### 1.1 **DEFINITIONS**

- **A.** The definition of the word "Contractor" used throughout this informal contract agreement is hereby defined as the "Bidding Contractor Installer, Manufacturer, Supplier, Trainer, and Warrantor."
- **B.** The definition of the word "Subcontractor" used throughout this contract agreement is hereby defined as any third party under contractual agreement with the "Contractor."

#### 1.2 CONFIDENCE IN BID PROPOSAL

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

#### 1.3 HUB REQUIREMENTS

- A. NCDAC requires that, for construction contracts with a value of \$5000 or greater, the contractor shall comply with the document Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts including Identification of Minority Business Participation, Affidavits A, B, C, and D, and Appendix E.
- B. These forms provided herein are hereby incorporated and made a part of this contract. A bidder's failing to comply with this requirement will be considered non-responsive and will result in bid rejection.
- C. The NCDAC imposed contract threshold of \$5000 for HUB recruitment supersedes any reference to a higher threshold that may be noted in the bid documents, within referenced documents, or within any regulatory requirement.

#### 1.4 SAFETY REQUIREMENTS

- A. The Contractor shall be responsible for the entire site and the building or construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required for any damage to the Owner's property, or that of others on the job, by himself, or personnel or his contractors, and shall make good such damages.
- B. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- C. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the A.G.C. Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He

shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

#### 1.5 LIABILITY AND PROPERTY DAMAGE INSURANCE REQUIREMENTS

- A. The Contractor shall not commence work until he has obtained all insurance required, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.
- B. The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance or all employees employed at the site of the project under his contract.
- C. The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
  - 1. Public Liability Insurance in an amount not less than \$300,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than \$500,000 on account of one accident; and Property Damage Insurance in an amount not less than \$100,000/\$300,000.
- D. The Contractor shall furnish such additional insurance as may be required by General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- E. The insurance certificate, in the "Description and Operations" block, shall identify the following:
  - 1. Job Services Description:
  - 2. NCDAC Job Order Number:
  - 3. NCDAC Contract Number:
- F. Each Certificate of Insurance shall bear the provision that the policy cannot be cancelled, reduced in amount or coverage eliminated in less than thirty (30) days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.
  - The North Carolina Attorney General's Office in concurrence with the Department of Insurance has developed the following acceptable and required verbiage concerning the cancellation of insurance coverage.
  - 2. Contractor to provide insurance certificate(s) to this office with language appropriately inserted in the insurance certificate block provided for Special Provisions, as follows: "Notwithstanding the preprinted cancellation provisions on this form, coverages afforded under the policies will not be cancelled, reduced in amount nor will any coverages be eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner, of such alteration or cancellation."
  - 3. This language can be continued on an attached and properly titled continuation sheet as long as the first clause ("Notwithstanding.... form,") is on the face of the form or if space will not allow, then at a minimum, insert in the block for Special Provisions, "Cancellation and notice provisions on the attached endorsements control over language on this form." Then attach the required language provided in 2 above.

4. The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner.

#### 1.6 APPLICATIONS FOR PAYMENT AND INVOICES

- A. See Section 01 2900 Payment Procedures.
- B. Final Application for Payment The Final Payment Application shall be accompanied by the contractor's affidavit. The contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."
- C. Executed contract documents, insurance certification and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:
  - Shane Godwin; NCDAC Central Engineering; 2020 Yonkers Road; MSC 4216; Raleigh, NC 27699.
  - 2. It is imperative that contract documents, invoices, etc., be sent only to this address in order to assure proper and timely delivery and handling.
  - 3. The Contractor may also email a signed and notarized copies to the PM identified above for processing.

#### 1.7 CONTRACTOR USE OF PROPERTY

- A. Use of Site may be restricted. Work hours are limited to **7:30AM** to **5:00PM** Monday through Friday. Specific site access requirements will be discussed at the Pre-Bid Meeting.
- B. See Section 01 1100 SECURITY REQUIREMENTS.

#### **END OF DOCUMENT**

FORM OF	PROPOSAL
Randall Building Renovation	Contract:
NCDPS	Bidder:
SCO ID # 22-25118-01A	Date:
s or are named herein and that no other person than herein nentered into; that this proposal is made without connection wind that it is in all respects fair and in good faith without coll he site of the work and the contract documents relative theret	son or persons interested in this proposal as principal or principals nentioned has any interest in this proposal or in the contract to be the any other person, company or parties making a bid or proposal; lusion or fraud. The bidder further declares that he has examined of and has read all special provisions furnished prior to the opening to be performed. The bidder further declares that he and his

The Bidder proposes and agrees if this proposal is accepted to contract with the

#### State of North Carolina through the Department of Public Safety

in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of

This project involves the demolition and replacement of an exterior concrete staircase and hand railing as well as demolition and replacement of an exterior window located under the concrete staircase.

in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the State of North Carolina, and the

#### Department of Public Safety and Davis Kane Architects, PA

with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

SINGLE PRIME CONTRACT:	
Base Bid:	Dollars (\$)
	υσιαισ (ψ)
General Subcontractor:	Plumbing Subcontractor:
Lic	Lic
Mechanical Subcontractor:	Electrical Subcontractor:
Lic	Lic

GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

#### MINORITY BUSINESS PARTICIPATION REQUIREMENTS

Provide with the bid - Under GS 143-128.2(c) the undersigned bidder shall identify on its bid (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar

SCO-Proposal Form 2013 1 value of the bids that will be performed by the minority businesses. <u>Also</u> list the good faith efforts (Affidavit A) made to solicit minority participation in the bid effort.

**NOTE**: A contractor that performs all of the work with its <u>own workforce</u> may submit an Affidavit (**B**) to that effect in lieu of Affidavit (**A**) required above. The MB Participation Form must still be submitted even if there is zero participation.

<u>After the bid opening</u> - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (**C**) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is <u>equal to or more than the 10% goal</u> established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit **D** is not necessary;

#### \* OR \*

<u>If less than the 10% goal</u>, Affidavit (**D**) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations

**Note**: Bidders must always submit <u>with their bid</u> the Identification of Minority Business Participation Form listing all MB contractors, <u>vendors and suppliers</u> that will be used. If there is no MB participation, then enter none or zero on the form. Affidavit A or Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

#### **Proposal Signature Page**

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of		
(Nar	me of firm or corporation making bid)	
WITNESS:	By:Signature	
(Proprietorship or Partnership)	Name: Print or type	
	Title(Owner/Partner/Pres // Pres)	

SCO-Proposal Form 2013 2

	Address	
ATTEST:		
By <u>:</u>	License No	
Title:(Corp. Sec. or Asst. Sec. only)	Federal I.D. No.	
(650)	Email Address:	
(CORPORATE SEAL)		
Addendum received and used in computing bid:		
Addendum No. 1 Addendum No. 3	Addendum No. 5	Addendum No. 7
Addendum No. 2 Addendum No. 4	Addendum No. 6	Addendum No. 8

SCO-Proposal Form 2013 3

## **Identification of HUB Certified/ Minority Business Participation**

I,			business as
Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
*Minority categories: Black, African America Female ( <b>F</b> ) Socially a	 ın ( <b>B</b> ), Hispanic ( <b>H</b> ), Asian A and Economically Disadvar	 American ( <b>A</b> ) Ame itaged ( <b>D</b> )	 rican Indian ( <b>I</b> ),

<sup>\*\*</sup> HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$)\_\_\_\_\_\_.

Attach to Bid Attach to Bid

### State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

Co	unty of
	(Name of Bidder)
Αt	fidavit ofI have made a good faith effort to comply under the following areas checked:
Bio	dders must earn at least 50 points from the good faith efforts listed for their bid to be
	nsidered responsive. (1 NC Administrative Code 30 I.0101)
	<b>1 – (10 pts)</b> 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.
	<b>2(10 pts)</b> 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.
	<b>3</b> – <b>(15 pts)</b> Broken down or combined elements of work into economically feasible units to facilitate minority participation.
	<b>4 – (10 pts)</b> 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.
	<b>7 – (15 pts)</b> 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.
	<b>8</b> – <b>(25 pts)</b> 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.
	<b>9 – (20 pts)</b> 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.
	<b>10</b> - <b>(20 pts)</b> Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.
lde exe	e undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the ntification of Minority Business Participation schedule conditional upon scope of contract to be ecuted with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) lure to abide by this statutory provision will constitute a breach of the contract.
	e undersigned hereby certifies that he or she has read the terms of the minority business mmitment and is authorized to bind the bidder to the commitment herein set forth.
Da	te <u>:                                    </u>
	Signature:
	Title:
	State of, County of Subscribed and sworn to before me thisday of20
	Notary Public
	My commission expires

Attach to Bid Attach to Bid

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

County of			with <u>Ov</u>	<u>///</u> WOIRIOICE.
Affidavit of	(Nar	me of Bidder)		
I hereby certify that it is our in			k required for the	)
	(Name of Project)			contract.
	(Name of Froject)			
In making this certification, the of this type project, and norm elements of the work on this	ally performs and h	as the capabi	ility to perform a	
The Bidder agrees to provide support of the above stateme suppliers where possible.				
The undersigned hereby cert Bidder to the commitments h		has read this	certification and	is authorized to bind the
Date:Name of	Authorized Officer:			
	Signature:			
	oignataro.			
SEAL	Title:			
State of	, County of			_
State ofSubscribed and sworn to before	me this	day of	20	_
Notary Public				

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

Do not submit State of North Performed by F County of	h Carolina - A IUB Certified/I	AFFIDAV	IT C - I		
(Note this form is to		ly by the app	parent lowe	st responsible, res	ponsive bidder.)
If the portion of the w 128.2(g) and 128.4(a bidder must complet This affidavit shall be after notification of b	a),(b),(e) is <u>equal to</u> e this affidavit. e provided by the ap	or greater th	<u>an 10%</u> of th	ne bidders total cont	ract price, then the
Affidavit of				l do hereb	y certify that on the
	(Na	ame of Bidder)			
Project ID#_	(Project		Amount of Bi	d \$_	
I will expend a minim enterprises. Minority or providers of profe below.	y businesses will b essional services. Attach addit	of the total d e employed	ollar amoun as construct will be subc equired	t of the contract with ion subcontractors,	vendors, suppliers llowing firms listed
Name and Phone Nu	umber	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value
*Minority categories: B  ** HUB Certification v	Female ( <b>F</b> ) Soc	ially and Econ	omically Disa	dvantaged ( <b>D</b> )	.,
Pursuant to GS143-work listed in this so this commitment may	chedule conditional	upon execu	tion of a cor	•	•
The undersigned her authorized to bind the				ns of this commitme	nt and is
Date:N	lame of Authorized	Officer:			
	Si	gnature:			
SEAL		Title:			
	State of		County of		
	Subscribed and sw Notary Public	orn to before r	ne this	day of20_	

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

#### **State of North Carolina**

#### AFFIDAVIT D - Good Faith Efforts

County of		apparent l	owest responsible, re	sponsive bidder.)
If the goal of 10% participation provide the following documen				, the Bidder shall
Affidavit of	(Name of Bidd	er)	I do here	by certify that on the
Project ID#	(Project Name)	Amount	of Bid \$	
I will expend a minimum of minority business enterprises. vendors, suppliers or providers following firms listed below.	Minority business of professional se	es will be er ervices. Suc	mployed as constructio	n subcontractors,
Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

**Examples** of documentation that <u>may</u> be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

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

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

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

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

<sup>\*\*</sup> HUB Certification with the state HUB Office required to be counted toward state participation goals.

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 <u>:</u>	Name of Authorized Officer:			
	Signature:			
	Title:			
SEAL	State of, Cou	•	<u> </u>	
	Notary Public		20	
	My commission expires	<u></u>		

#### APPENDIX E

#### MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect	t:			
Address & Phone:				
Project Name:				
Pay Application #:		Period:		
The following is a list of parentioned period.	ayments made to	Minority Business l	Enterprises on this pr	roject for the abov
MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED
*Minority categories: American Indian (I), F				
Date:	Approved/Ce	ertified By:		ame
			T	itle
			Sig	nature

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT

### FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT
as
principal, and, as surety, who is
duly licensed to act as surety in North Carolina, are held and firmly bound unto the State of
North Carolina* through as
obligee, in the penal sum of DOLLARS, lawful money of
the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.
Signed, sealed and dated this day of 20
WHEREAS, the said principal is herewith submitting proposal for
and the principal desires to file this bid bond in lieu of making
the cash deposit as required by G.S. 143-129.
NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1
(SEAL)

### FORM OF CONSTRUCTION CONTRACT

THIS AGREEMENT, made the						day of		in the year of
20		by	and	betwee	en <u> </u>			
			•	of the First		the State	of North Car	olina, through
							here	inafter called
the Pa	arty of	the Sec	ond Part.					
				WITI	NESSETH	:		
consi				e First Part gree as follov		Party of	the Second	Part for the
enum part t Condi contra public	ials, a erated hereo itions; act; pe liabi	ind perfo d plans, f as if fo Supple erformar lity; pro	orm all of t specificati ully contair ementary ace bond; perty dam	he work in thons and doc ned herein: General Co payment bon nage and bu	e manner uments, w advertisen onditions; id; power o ilder's ris	and form hich are a nent; Instr specifica of attorney k insuran	as provided battached heret cuctions to Biotions; accepy; workmen's ce certificates	liver all of the y the following o and made a dders; General ted proposal; compensation; s; approval of and drawings,
Consi	sting	of the fo	llowing she	eets:				
Dated	l:		ar	nd the following	ng addend	a:		
Adden	idum N	lo	Dated:		Addend	um No	Dated:	
Adden	idum N	lo	Dated:		Addend	um No	Dated:	
Adden	idum N	lo	Dated:		Addend	um No	Dated:	
Adden	ıdum N	lo	Dated:		Addend	um No	Dated:	
agree	ment	on a da	te to be sp	ecified in a v	vritten orde	er of the F	arty of the Se	med under this cond Part and calendar days

from said date. For each day in excess thereof, liquidated damages shall be as stated in Supplementary General Conditions. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the project broken down by the various divisions or part of the work and by calendar days as outlined in Article 14 of the General Conditions of the Contract.

3. The Party of the Second Part hereby for the faithful performance of this agreemen provided in the specifications or proposal, in law	it, subject to additions	and deductions as
	(\$	- ).

Summary of Contract Award:

Base	Bid
Total:	

\$X.	XXX	XXX	.XX
	XXX		

- 4. In accordance with Article 31 and Article 32 of the General Conditions of the Contract, the Party of the Second Part shall review, and if approved, process the Party of the First Party's pay request within 30 days upon receipt from the Designer. The Party of the Second Part, after reviewing and approving said pay request, shall make payments to the Party of the First Part on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to waive retainage requirements after 50 percent of the work has been satisfactorily completed on schedule as referred to in Article 31 of the General Conditions.
- 5. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.
- 6. In the event performance and payment bonds are required as a condition of this contract, it is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Second Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party 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 Second Party. In such event no further payment to the First Party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.
- 7. The Party of the First Part attest that it and all of its subcontractors have fully complied with all requirements of NCGS 64 Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

Witness:	Contractor: (Trade or Corporate Name)
(Proprietorship or Partnership)	By:
Attest: (Corporation)	Date:
By:	<u> </u>
Title: (Corp. Sec. or Asst. Sec. only)	
	The State of North Carolina through
(CORPORATE SEAL)	North Carolina Department of Adult Correction Central Engineering
Witness:	
	Ву:
	Jeffrey O'Briant, PE, PLS
	Title:Director of Engineering
	Date:

# FORM OF PERFORMANCE BOND

Date of Contract:	
Date of Execution: Name of Principal (Contractor)	
Name of Surety:	
Name of Contracting Body:	
Amount of Bond:	
Project	
named, are held and the called the contracting be of which sum well are administrators, and such that the conditions are the conditions.	EN BY THESE PRESENTS, that we, the principal and surety above firmly bound unto the above named contracting body, hereinafter ody, in the penal sum of the amount stated above for the payment of truly to be made, we bind, ourselves, our heirs, executors, cessors, jointly and severally, firmly by these presents.  ON OF THIS OBLIGATION IS SUCH, that whereas the principal contract with the contracting body, identified as shown above and
undertakings, covenant original term of said of contracting body, with required under the coundertakings, covenant modifications of said country being hereby force and virtue.	FORE, if the principal shall well and truly perform and fulfill all the is, terms, conditions and agreements of said contract during the ontract and any extensions thereof that may be granted by the or without notice to the surety, and during the life of any guaranty intract, and shall also well and truly perform and fulfill all the s, terms, conditions and agreements of any and all duly authorized intract that may hereafter be made, notice of which modifications to waived, then, this obligation to be void; otherwise to remain in full
instrument under their seal of each corporate	WHEREOF, the above-bounden parties have executed this several seals on the date indicated above, the name and corporate party being hereto affixed and these presents duly signed by its tive, pursuant to authority of its governing body.
Executed in	counterparts.
Witness:	Contractor: (Trade or Corporate Name)

	By:
(Proprietorship or Partnership)	
Attest: (Corporation)	Title:(Owner, Partner, or Corp. Pres. or Vice Pres. only)
Ву:	
Title:(Corp. Sec. or Asst. Sec. only)	
(Corporate Seal)	
	(Surety Company)
Witness:	Ву:
	Title:(Attorney in Fact)
	(Attorney in Fact)
Countersigned:	
	(Surety Corporate Seal)
(N.C. Licensed Resident Agent)	
Name and Address-Surety Agency	
Surety Company Name and N.C. Regional or Branch Office Address	

# FORM OF PAYMENT BOND

Date of Contract:				
Date of Execution: Name of Principal				
(Contractor)				
Name of Surety:				
Name of Contracting Body:				
Amount of Bond:				
Project				
named, are held and f called the contracting b of which sum well ar administrators, and succ	irmly bound unto the ody, in the penal sun od truly to be made cessors, jointly and se	e above named con m of the amount stat e, we bind ourselve everally, firmly by the ATION IS SUCH, th	eed above for the paymes, our heirs, execute ese presents.  The principle of the principle and whereas the principle of the payment of the	iftei nen ors
NOW, THEREFO supplying labor/materia any and all duly autho notice of which modifica void; otherwise to remai	I in the prosecution or rized modifications of ations to the surety b	of the work provided of said contract that being hereby waived,	may hereafter be ma	anc ade
IN WITNESS Whunder their several seals corporate party being hepresentative, pursuan	s on the date indicate nereto affixed and th	ed above, the name a nese presents duly s	e executed this instrum and corporate seal of e signed by its undersig	ach
Executed in	counter	rparts.		

Witness:				
	Contractor: (Trade or Corporate Name)			
	Ву:			
(Proprietorship or Partnership)				
Attest: (Corporation)	Title (Owner, Partner, or Corp. Pres. or Vice Pres. only)			
By:				
Title:(Corp. Sec. or Asst. Sec only)				
(Corporate Seal)				
	(Surety Company)			
Witness:	Ву:			
	Title:(Attorney in Fact)			
Countersigned:				
	(Surety Corporate Seal)			
(N.C. Licensed Resident Agent)				
Name and Address-Surety Agency				
Surety Company Name and N.C. Regional or Branch Office Address				

# Sheet for Attaching Power of Attorney

# **Sheet for Attaching Insurance Certificates**

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Work under separate contracts.
  - 4. Access to site and Security Requirements.
  - 5. Coordination with occupants.
  - 6. Work restrictions.
  - 7. Specification and Drawing conventions.

### B. Related Requirements:

- 1. Section 01 5000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
- 2. Section 01 1100 "Security Requirements" for use of property, conduct, and other items that affect security at the facility.

#### 1.2 PROJECT INFORMATION

- A. Project Identification: Randall Building Renovation; SCO # 22-25118-01A
  - 1. Project Location: 827-831 W Morgan Street, Raleigh, NC 27603
- B. Owner: North Carolina Department of Public Safety 2020 Yonkers Road, Raleigh, NC 27699
- C. Architect: Davis Kane Architects, PA 503 Oberlin Road, Suite 300, Raleigh, NC 27605

# 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - This project involves the demolition and replacement of an exterior concrete staircase and hand railing as well as demolition and replacement of an exterior window located under the concrete staircase.
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

#### 1.4 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with 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 separate contracts.

#### 1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations.
- B. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Driveways, Walkways, and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

C. See the requirement in Section 01 1100 "Security Requirements."

#### 1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site, existing, and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Final Acceptance of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
- C. See the requirement in Section 01 1100 "Security Requirements."

#### 1.7 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.
  - 2. See the requirement in Section 01 1100 "Security Requirements."
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. See the requirement in Section 01 1100 "Security Requirements.".
- C. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted. See the requirement in Section 01 1100 "Security Requirements."

### 1.8 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

# SECTION 01 1100 - SECURITY REQUIREMENTS

# PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes North Carolina Department of Public Safety Security Requirements for Contractors while working on NCDPS property.
- B. The purpose of this document is to provide SECURITY requirements for the Contractor and his Subcontractors. Depending on the scope of work and location not all rules may apply. At the preconstruction conference these requirements will be reviewed.
- C. Related Requirements:
  - 1. Division 01 Section "01 5000" for Temporary Facilities and Controls.

#### 1.2 SECURITY CLEARANCE AND REQUIREMENTS

- A. <u>Security Clearance</u> All persons entering a North Carolina Department of Public Safety (NCDPS) property MUST provide and executed "Contractor NC Department of Adult Correction Criminal History Record Check Form HR 004" and receive approval for entry.
  - 1. At least seven days prior to their appearance at the DPS facility to start work, the Contractor is requested to provide in writing on the "NC Department of Public Safety Criminal History Record Check Form HR 004," the following information for all crew members and supervisors who will be working on this project at the site. including subcontractors and their personnel; employee's name, Social Security number and driver's license number. The NCDPS will perform, or have performed, a security check of the prospective Contractor employee. If the Contractor is informed that any of these persons are declared undesirable by the NCDPS, this person will not be allowed to work on this construction project. The NCDPS reserves the right to deny entry to any employee of the Contractor or his subcontractors, if the NCDPS feels security of the facility will be compromised in any way. Every person entering the NCDPS facility will be required to present photo identification every time they enter and leave the facility.
  - 2. The "NC Department of Public Safety Criminal History Record Check Form HR 004," is located immediately following this Section.
  - 3. The NCDPS project manager will provide the awarded contractor with contact and transmittal information specific to the facility where the work will be conducted. The facility will assign one point of contact to receive, process and notify all parities of security clearances. The contractor shall transmit completed HR 004 forms only to the facility contact provided by the NCDPS project manager.
- B. <u>Security Requirements</u> All persons entering a NCDPS property must thoroughly read this Section, understand the content, and sign the "Signature Form". It is the responsibility of the Supervisor for the Contractor to ensure that this document is read and understood, that signatures are obtained, and that copies are maintained at the job site at all times. Signatures are required for Contractor and their Subcontractor's supervision and employees who enter the NCDPS property.
  - 1. "Signature Form" is located at the end of this Section.

#### 1.3 ASSIGNED REPRESENTATIVES

- A. <u>Assigned Contractor Representative</u> The Supervisor for the Contractor, (to be named at preconstruction conference) is to act as spokesperson and liaison between the Contractor and the North Carolina Department of Public Safety, here-in-after referred to as the NCDPS.
- B. <u>NCDPS Representative</u> This representative will be named at pre-construction conference and will be the on-site NCDPS representative for this project.
- C. <u>Communications</u> All communications regarding security between the Contractor and the NCDPS are to be handled through these representatives. This NCDPS representative or his designee will be responsible for contacting the Superintendent or the Assistant Superintendent of the NCDPS facility, concerning operations and security issues as they relate to the performance of this project.
  - The Contractor shall submit to the designated NCDPS representative at his earliest
    convenience the name of the Job Superintendent and a responsible person or contact in the
    home office. A general crew number size should be provided to the NCDPS representative and
    notification should be given if the crew size will fluctuate by a large amount during any special
    work period.
  - 2. Anytime any Subcontractor is on site, the Contractor must provide supervision.
- D. The Designer is to be contacted for all other inquires relating to the contract and contract documents, i.e., drawings and specifications.

# 1.4 CONDUCT REQUIREMENTS

- A. Roaming around the NCDPS property is not permitted and may result in that person being escorted from the site and revocation of the security clearance.
- B. All Contractor personnel are expected to observe proper conduct on the job site. Indecent language, acts or dress will not be tolerated. Shirts are required at all times. Anyone guilty of such violations will be immediately removed from the property.
- C. The Contractor is reminded that no food or canteen type items will be available to construction personnel through the NCDPS.
- D. Contractor is reminded that any dealings with the media or press while on site shall be approved or otherwise addressed by the NCDPS representative or his designee.
- E. Noise must be kept minimal or as reasonably achievable.
- F. <u>Contraband</u> The Contractor is instructed that it is a violation of North Carolina law to allow any person to bring firearms, alcoholic beverages of any type, or drugs other than those prescribed by a doctor onto the premises including the parking lot of a NCDPS property.
- G. <u>Inmate Fraternization</u> The Contractor is instructed that no construction personnel are to communicate in any way with inmate personnel of the facility. Construction personnel are also requested to remain within the construction area at all times during working hours. Communication with inmate personnel" shall include but not be limited to the following:
  - 1. Borrowing from or lending anything to an offender
  - 2. Accept any gift/personal service from an offender, unless authorized by law, or give gifts or personal service
  - 3. Tip an offender
  - 4. Sell or give any offender any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician and approval of the Superintendent or designee
  - 5. Convey to or from an offender any letters or oral messages or any instrument or weapon by which to affect an escape, or that will aid in an assault or riot

- 6. Trade with an offender for clothing or stolen goods
- 7. Sell to an offender any article forbidden by Division of Prisons
- 8. Use abusive, indecent or profane language, or profane gestures, in the presence of an offender
- 9. Curse an offender
- 10. Knowingly make or maintain contact with or in any way associate with a member of an offender's family or close associates, unless duties so require or authorization to do so have been obtained by the Division Director or designee
- 11. Engage in sexual relations of any kind with an offender
- 12. Knowingly enter into a business relationship with an offender or their family member of close associate
- H. <u>Smoking</u> Smoking is prohibited on the campus of any NCDPS facility.
- I. <u>Tool Control</u> The Contractor will be responsible for control and accountability of all of his tools, equipment, and materials of construction.
  - As few tools as possible to accomplish the required work should be brought into the NCDPS facility.
  - 2. Some of the Contractor's tools may be subject to special restrictions such as all cordless powder activated tools and tools classified by the NCDPS as *hazardous or Class "A"*. The Contractor should control those tools carefully, and account for them daily, and remove them, or secure them to the satisfaction of the NCDPS Representative at the end of each working day.
    - a. Class "A" tools are tools that can be used by inmates either in effecting an escape or in causing serious injury or death to either staff, visitors, or other inmates and include, but are not limited to:
      - 1) Ladders
      - 2) Jacks
      - 3) Hacksaw Blades
      - 4) Pipe Wrenches
      - 5) Knives
      - 6) Metal Cutting Equipment
      - 7) Wire Cutters
      - 8) Files
      - 9) Cutting Torches and Cutting Tips
      - 10) Pipe Cutters and Bolt Cutters
      - 11) Axes/Emery Wheels and Drill Bits
      - 12) Portable Grinders or Similar Machines
  - 3. The NCDPS reserves the right to request all tools be removed at the completion of each workday. A list of tools classified as hazardous or Class A is attached See the NCDPS site representative for further requirements.
- J. <u>Photography</u> The Contractor so desiring may take progress pictures of construction; however, the Contractor is warned that to photograph an inmate of a correctional facility without permission is a violation of North Carolina law.
- K. <u>Vehicle Keys</u> Vehicle keys for Contractor's vehicles parked within the facility shall be housed at the Gate House or officer station at the entrance or area designated by the NCDPS representative. Vehicles or equipment frequently moved within the facility for the performance of work shall have the keys stored at an approved location under NCDPS Custody control when the vehicle is not in use.

# 1.5 WORKING HOURS

A. A definite consistent time pattern of working days and hours is to be established and agreed upon between the Contractor and the NCDPS facility consistent with the contract. In the event that a job condition requires a variation of these hours on a day-to-day basis, or work on a weekend, it is requested that the Contractor notify the NCDPS site representative of the necessary change in working hours as

far in advance as practical. The NCDPS reserves the right to deny a variation of the standard work hours and especially a Contractor's request to work on a weekend may be subject to be denied.

#### 1.6 USE OF PROPERTY

- A. The site is to be organized and debris minimized. It is important that all construction debris be controlled and kept from any area accessible to an inmate unless it is under direct and constant observation. Any spills of chemicals or fuel by the Contractor will be his to clean and properly dispose of. The Contractor is required to report any spills to the NCDPS.
- B. The Contractor shall notify the NCDPS of any hazardous materials / chemicals to be brought on site.
- C. <u>Storage and Staging Areas</u> On-site storage is limited and shall be allocated, and approved by the NCDPS Site representative at the beginning of the job.
  - 1. The Contractor shall use extreme caution when moving equipment in or out of the project site and buildings and shall coordinate these activities with the NCDPS Site Representative.
  - 2. Absolutely no shipments of materials, etc., will be received or cared for by any NCDPS personnel at the facility. Shipments coming into the site after working hours will not be received and will be sent back for delivery the next working day.
- D. <u>Existing Drives, Parking, and Roadways</u> The driveways and roadways around the property are not to be blocked completely at any time during the course of the project. Keep streets clean, free of mud and debris on a timely basis. Any blockage of streets or roadways is to be coordinated with the NCDPS.
  - 1. Unless otherwise addressed by an approved contract, damage to sidewalks, driveways, or other conveyance, and underground utilities, will be the responsibility of the Contractor to repair.
  - 2. A specific parking area will be set aside for the construction personnel and the Contractor must assist in enforcing that all construction personnel park within this area. All vehicles must be locked at all times and no keys left in any vehicle at any time.
- E. <u>Toilet Facilities</u> The Contractor and the NCDPS representative will establish appropriate restroom usage protocol for the contractor's staff while on site.
- F. <u>Utility Disruptions</u> Site emergency water cut-off locations are available upon request. Utility disruptions required by the job shall be coordinated with the NCDPS before the disruption at least 48 hours in advance. Special circumstances may require this notification to be extended.
  - 1. The Contractor is responsible for the repair of any utility or service disturbed or disconnected.
  - 2. Restoration of utility service is expected within the same day unless alternate arrangements have been accepted by the NCDPS.
- G. <u>Temporary Controls</u> The Contractor will use orange mesh fencing or other approved means to segregate and control the work area.

PART 2 - PRODUCTS

PART 3 - EXECUTION

# Signature Page (See Article1.2.B)

SIGNATURES: To be signed after reading, or receiving an explanation, of the above security rules. (Note 1.):

Contractor Supervisor:	Date:			
Crew Member:	Date:			
Crew Member:	Date:			
Crew Member:	Date:			
Crew Member:	Date:			
Crew Member:	Date:			
Crew Member:	Date:			
Crew Member:	Date:			
Crew Member:	Date:			

#### **Notes:**

1. Required for Contractor and their Subcontractor's supervision and employees who enter the NCDAC facility. Copy this signature sheet as required.





# NC Department of Public Safety Criminal History Record Check

Dr J				riminai Hi	story H	ecora Cneck
	Section I (To be com	pleted by Mai	ager or desig	nee)		
Division		Section				
				F T	Employme	nt 🗌 Intern
Manager Name		Phone #		<del>p</del>	Investigatio	on Volunteer
Information is used for criminal histo	Section II (Comp ov verification purposes Only a				e access to	submitted information
	for criminal history verification purposes. Only authorized employees and hiring authorities have access to submitted information  First Middle					
Maiden						
Race/Ethnic Origin		Des	cription of "O	her"		
Date of Birth						
Place of Birth City	State	High So	hool City			State
- marc	Inches Weight		or Hair _		Eyes	
List/describe all scars/tattoos/ma	arks (If none, enter N/A)					
Have you ever been employed b	u NCDBS/Division of /Charks	ll that annly and	complete items	holow) : T AC	<u>п</u>	Admin.
, , ,	Yes If "Yes," enter dates:	,	•	End		Admin.   L
				_		
_	Yes If "Yes," enter dates:					
NOTE: Enter CURRENT ADDRESS in enter all previous addresses	to cover a minimum of five (5)					
Stree	et		ity	State	Zip	County
I verify that the info	ormation provided is tru	e, accurate a	nd complet	e to the best	of my kn	owledge.
Signature			Dar	te		_
	Section III (I	OCI Operato	r Use Only)			
Date of Request		Po	sible Record	Pending	OUnse	rved C Disposed
Clean Record - No conviction	s / No traffic violations	_ г				
Clean Record other than Mine	or traffic violations (list below	v).				
		_				
		SII	)#		FBI#	
DCI Operator's Name		Da	te DCI Compl	eted		

Form HR 004 Criminal History Record Check Form last revised September 2013 (2) NC Department of Public Safety

Page 1 of 1

#### SECTION 01 2500 - SUBSTITUTION PROCEDURES

# PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 01 6000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 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.

#### 1.3 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. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
    - b. Coordination of 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 substitutions 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 as well as 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, from ICC-ES.
    - j. Detailed comparison of Contractor's construction schedule using proposed substitutions 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.
- 1. 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.
- 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.

#### 1.4 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.

#### 1.5 PROCEDURES

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

# 1.6 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. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. 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: Not allowed.

PART 2 - EXECUTION (Not Used)

#### SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

#### 1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions (ASI) authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included in Project Manual or the Architect's office standard if not included.

#### 1.3 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 time specified in Proposal Request or 20 days, when not otherwise specified, 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.
- 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.
  - 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 01 2500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

#### 1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, the Architect will issue a Change Order through InterScope+ for approval by the Contractor, the Owner, and the SCO. The final Change Order will be on the Change Order Form included in Project Manual or on the NC SCO Website if not included. All Change Orders are processed through the SCO InterScope+ system.

#### 1.5 CONSTRUCTION FIELD ORDER

- A. Construction Field Order: Architect may issue a Construction Field Order. Construction Field Order instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - Construction Field Orders contain 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. Form of Construction Field Order shall be as included in the Project Manual or on the
    NC SCO Website if not included.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Field Order.
  - 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)

#### SECTION 01 2900 - PAYMENT PROCEDURES

# PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. NCDAC may secure the Work of this contract under several project delivery methods. If the Owner Representative is designated during the Pre-Bid Conference as a Project Manager (Internal Design), the Payment Applications and Schedule of Values shall be submitted to that assigned Project Manager. Otherwise, these documents shall be submitted to the Architect.
- C. Use forms listed herein. Should the forms not be listed by name, use either the forms contained in this project manual or on the NC SCO website. If the forms are neither listed herein or contained in this manual, use forms that are required by the State of North Carolina State Construction Office.

#### 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - Coordinate line items in the schedule of values with 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 seven days before the date scheduled for submittal of initial Applications for Payment.
- 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. Arrange schedule of values consistent with format of AIA Document G703.
  - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
  - 3. 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, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site.
  - 4. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
  - 5. Closeout Costs: Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
  - 6. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Field Order result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Field Order.

#### 1.3 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.
- 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 fifth (5th) of the month. The period covered by each Application for Payment is one month, ending on the last day of the month
  - 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 Field Orders issued before last day of construction period covered by application.
- F. 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.
- G. State of North Carolina County Sales and Use Tax Report: With each Application for Payment, submit both the Summary Totals and Certification Sheet and the back-up Sales and Use Tax Detail Sheet. Use the form at the end of this Section or, if not located at the end of this Section, that is available on the SCO website.
- H. Waivers of Mechanic's Lien: With the Final Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Submit final Application for Payment with conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  - 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- I. 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. Products list (preliminary if not final).
  - 5. Schedule of unit prices if unit prices are used.
  - 6. Submittal schedule (preliminary if not final).
  - 7. List of Contractor's staff assignments.
  - 8. List of Contractor's principal consultants.
  - 9. Copies of building permits.

- Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
- 11. Initial progress report.
- 12. Report of preconstruction conference.
- 13. Documentation required under Section 01 1100 Security Requirements.
- J. Application for Payment at Final Completion: Submit an Application for Payment showing 100 percent completion for portion of the Work claimed as complete.
  - 1. Include documentation supporting claim that the Work is complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificate(s) of Beneficial Occupancies issued previously for Owner occupancy of designated portions of the Work.
  - 3. Evidence of completion of Project closeout requirements.
  - 4. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 5. Updated final statement, accounting for final changes to the Contract Sum.
  - 6. Contractor's Affidavit of Payment of Debts and Claims SCO Form. Form is at the end of this section or as located on the SCO Website.
  - 7. Affidavit of Release of Lien SCO Form. Form is at the end of this section or as located on the SCO Website.
  - 8. Consent of Surety for Final Payment when Performance and Payment Bonds have been provided SCO Form. Form is at the end of this section or as located on the SCO Website.
  - 9. Evidence that claims have been settled.
  - 10. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Final Acceptance or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  - 11. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

# PART 1 - GENERAL

#### 1.1 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. RFIs.
  - 4. Digital project management procedures.
  - 5. Project meetings.

#### B. Related Requirements:

 Section 01 7300 "Execution" for procedures for coordinating general installation and fieldengineering services, including establishment of benchmarks and control points.

# C. Project Managers

1. The North Carolina Department of Adult Correction Central Engineering frequently uses inhouse staff – Project Managers - to manage projects. These managers serve as expediters and facilitate communications and processes during all phases of a project. When a Project Manager is assigned to a project, the contractor will be notified prior to bidding and all correspondence and project related issues must be conducted through that assigned Project Manager.

#### 1.2 **DEFINITIONS**

A. RFI: Request for Information. Request from Owner, Architect, Project Manager, or Contractor seeking information required by or clarifications of the Contract Documents.

#### 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, telephone number, and email address 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.

## 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.

#### 1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated 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. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect (through the Project Manager when applicable) indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
  - 1. File Preparation Format: DWG, operating in Microsoft Windows operating system.
  - 2. File Submittal Format: Submit or post coordination drawing files using PDF format.
  - 3. 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 Bluebeam Revu.
    - Contractor shall execute a data licensing agreement in the form of AIA Document C106.

# 1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return without response those RFIs submitted to Architect (through the Project Manager when applicable) by other entities controlled by Contractor.
  - 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.
- C. RFI Forms: Form bound in Project Manual or as approved by the Architect if not bound herein
- 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 (through the Project Manager when applicable) 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.
  - 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 by Architect (through the Project Manager when applicable) 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 01 2600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect (through the Project Manager when applicable) 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 weekly. 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 (through the Project Manager when applicable), update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect (through the Project Manager as appropriate) within seven days if Contractor disagrees with response.

#### 1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Architect's Data Files Not Available: Architect will not provide Architect's CAD drawing digital data files for Contractor's use during construction. However, the Contractor may obtain .PDF files for use as described below.
  - 1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
  - 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
  - 3. Digital Drawing Software Program: Contract Drawings are available in Bluebeam Revu format.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, 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.
- 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

#### 1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- B. Preconstruction Conference: Architect (through the Project Manager when applicable) 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.
  - Attendees: Authorized representatives of Owner Architect, and Project Manager (when applicable) 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.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Responsibilities and personnel assignments.
    - b. Security requirements.
    - c. Tentative construction schedule.
    - d. Phasing.
    - e. Critical work sequencing and long lead items.
    - f. Designation of key personnel and their duties.
    - g. Lines of communications.
    - h. Use of web-based Project software.
    - i. Procedures for processing field decisions and Change Orders.
    - j. Procedures for RFIs.
    - k. Procedures for testing and inspecting.
    - 1. Procedures for processing Applications for Payment.
    - m. Distribution of the Contract Documents.
    - n. Submittal procedures.
    - o. Sustainable design requirements.
    - p. Preparation of Record Documents.
    - q. Use of the premises and existing building(s) as applicable.
    - r. Work restrictions.
    - s. Working hours.
    - t. Owner's occupancy requirements.
    - u. Responsibility for temporary facilities and controls.
    - v. Procedures for moisture and mold control.
    - w. Procedures for disruptions and shutdowns.
    - x. Construction waste management and recycling.
    - y. Parking availability.
    - z. Office, work, and storage areas.
    - aa. Equipment deliveries and priorities.
    - bb. First aid.
    - cc. Security.
    - dd. Progress cleaning.
  - 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Sustainable Design Requirements Coordination Conference (when applicable): Owner will schedule and conduct a sustainable design coordination conference before starting construction, at a time convenient to Owner, Architect, and Contractor.

- 1. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, Project Manager (when applicable) and their consultants; Contractor and its superintendent and sustainable design coordinator; 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.
- 2. Agenda: Discuss items of significance that could affect meeting sustainable design requirements, including the following:
  - a. Sustainable design Project checklist.
  - b. General requirements for sustainable design-related procurement and documentation.
  - c. Project closeout requirements and sustainable design certification procedures.
  - d. Role of sustainable design coordinator.
  - e. Construction waste management.
  - f. Construction operations and sustainable design requirements and restrictions.
- 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- D. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
  - 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 (through the Project Manager when applicable) 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. Sustainable design requirements.
    - i. Review of mockups.
    - i. Possible conflicts.
    - k. Compatibility requirements.
    - Time schedules.
    - m. Weather limitations.
    - n. Manufacturer's written instructions.
    - o. Warranty requirements.
    - p. Compatibility of materials.
    - q. Acceptability of substrates.
    - r. Temporary facilities and controls.
    - s. Space and access limitations.
    - t. Regulations of authorities having jurisdiction.
    - u. Testing and inspecting requirements.
    - v. Installation procedures.
    - w. Coordination with other work.
    - x. Required performance results.
    - y. Protection of adjacent work.
    - z. 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.
- E. Progress Meetings: Conduct progress meetings at regular intervals but not less than once per month.
  - 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) Security requirements.
      - 4) Resolution of component conflicts.
      - 5) Status of submittals.
      - 6) Status of sustainable design documentation.
      - 7) Deliveries.
      - 8) Off-site fabrication.
      - 9) Access.
      - 10) Site use.
      - 11) Temporary facilities and controls.
      - 12) Progress cleaning.
      - 13) Quality and work standards.
      - 14) Status of correction of deficient items.
      - 15) Field observations.
      - 16) Status of RFIs.
      - 17) Status of Proposal Requests.
      - 18) Pending changes.
      - 19) Status of Change Orders.
      - 20) Pending claims and disputes.
      - 21) 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION

# PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's Construction Schedule.
  - 2. Construction schedule updating reports.
  - 3. Daily construction reports.
  - 4. Site condition reports.

## B. Related Requirements:

1. Section 01 1100 "Security Requirements" for additional requirements.

#### 1.2 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. 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.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. 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.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. PDF file.
- B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, 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 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 each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
  - 3. Total Float Report: List of activities sorted in ascending order of total float.
- E. Construction Schedule Updating Reports: Submit with Applications for Payment.
- F. Daily Construction Reports: Submit at weekly intervals.
- G. Site Condition Reports: Submit at time of discovery of differing conditions.

# 1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, 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.

#### 1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. For construction contracts \$450,000.00 and above, the Construction Schedule shall be a CPM Schedule. For construction contracts less than \$450,000.00, the Construction Schedule shall either be a Bare/Gantt Chart Type Schedule or a CPM-Type Schedule at Contractor's option.
- B. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- C. Time Frame: Extend schedule from date established for the Notice of Award to date of Final Acceptance.
  - 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.
- D. Activities: Treat each floor 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.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 3300 "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. Commissioning Time: Include no fewer than 15 days for commissioning.
  - 6. Beneficial Occupancy: In cases where Beneficial Occupancy is required by the Owner, indicate completion in advance of date established for Beneficial Occupancy, and allow time

- for Architect's/Project Manager's administrative procedures necessary for Beneficial Occupancy.
- 7. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and Final Completion.
- E. 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. Phasing: Arrange list of activities on schedule by phase.
  - 2. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 1000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  - 3. Work Restrictions: Show the effect of the following items on the schedule. Carefully coordinate with Section 01 1100 "Security Requirements" for access to, and use of, the facilities:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Final Completion (Beneficial Occupancy).
    - e. Use-of-premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
- F. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Beneficial Occupancy, and Final Completion.
- G. 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 the Contract Time.
- H. 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.
- I. 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, equipment required to achieve compliance, and date by which recovery will be accomplished.
- J. Distribution: Distribute copies of approved schedule to Architect/Project Manager, 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.

# 1.6 BAR/GANTT CHART SCHEDULE REQUIREMENTS

- A. Bar/Gantt Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 15 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.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

# 1.7 CPM SCHEDULE REQUIREMENTS

- 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 of Award. 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 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 15 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.
  - 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 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 and inspection.
    - j. Commissioning.
    - k. Punch list and final completion.
    - 1. 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.
- 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, sorted by finish dates.
  - 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.
    - Submit value summary printouts one week before each regularly scheduled progress meeting.

#### 1.8 REPORTS

- A. Coordinate requirement in this Article with any additional requirement contained in Section 01 1100 "Security Requirements."
- B. 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.

#### CONSTRUCTION PROGRESS DOCUMENTATION

- High and low temperatures and general weather conditions, including presence of rain or snow.
- 7. Testing and inspection.
- 8. Accidents.
- 9. Meetings and significant decisions.
- 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 Field Orders received and implemented.
- 16. Services connected and disconnected.
- 17. Equipment or system tests and startups.
- 18. Partial completions and occupancies.
- A. Weekly Construction Progress Report: Prepare a weekly construction progress report recording the following information at a minimum and submit it at the end of each week:
  - 1. Progress of the work over the week listing items of work performed.
  - 2. The percent complete of construction.
  - 3. Projected work summary for the upcoming week.
  - 4. Any issues that require guidance from the Designer or the Owner.
  - 5. Photographic documentation of the progress of the work in sufficient detail to reflect the stated percentage completeness of the work.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### SECTION 01 3300 - SUBMITTAL PROCEDURES

# PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Submittal schedule requirements.
  - 2. Administrative and procedural requirements for submittals.

#### 1.2 DEFINITIONS

- A. <u>Action Submittals</u>: 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. <u>Informational Submittals</u>: 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."

#### 1.3 SUBMITTAL SCHEDULE

A. <u>Submittal Schedule</u>: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. 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.

#### 1.4 SUBMITTAL FORMATS

- A. <u>Submittal Information</u>: Include the following information in each submittal:
  - 1. Project name.
  - 2. Date.
  - 3. Name of Architect.
  - 4. Name of Construction Manager.
  - 5. Name of Contractor.
  - 6. Name of firm or entity that prepared submittal.
  - 7. Names of subcontractor, manufacturer, and supplier.
  - 8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
  - 9. Category and type of submittal.
  - 10. Submittal purpose and description.
  - 11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
  - 12. Drawing number and detail references, as appropriate.
  - 13. Indication of full or partial submittal.
  - 14. Location(s) where product is to be installed, as appropriate.
  - 15. Other necessary identification.
  - 16. Remarks.
  - 17. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.

- C. <u>Deviations and Additional Information</u>: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. <u>PDF Submittals</u>: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number followed by the name of the specification section.

## 1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - Email: Prepare submittals as PDF package and transmit to Architect by sending via email.
     Include PDF transmittal form. Include information in email subject line as requested by Architect or as SCO ID # Specification Section # Three-word description of the content of the submittal.
- B. <u>Coordination</u>: 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. Note that the product data portion of all submittals, when submitted concurrently with samples that require a finish selection, will be returned with the appropriate Action stamp but the exact finish selection will not be made and forwarded until all samples requiring a finish selection are obtained, reviewed, and the selections are coordinated. The Contractor is responsible for timely submission to ensure this process is completed in adequate time to ensure that all materials are obtained in adequate time to incorporate into the Work and not delay the project schedule.
- C. <u>Processing Time</u>: 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. Initial Review: Allow 15 calendar 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.
  - 2. Resubmittal Review: Allow 15 calendar days for review of each resubmittal.
  - 3. Please note that these processing times do not necessarily include processing time required by the NC SCO for submittals requiring NC SCO review. These submittals typically include any delegated design. Allow 22 calendar days for the initial and resubmittal reviews.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- E. <u>Distribution</u>: 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.
- F. <u>Use for Construction</u>: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## 1.6 SUBMITTAL REQUIREMENTS

- A. <u>Product Data</u>: 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 unsuitable 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. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams that show 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 Shop Drawings, and before, or concurrent with, Samples.
- B. <u>Shop Drawings</u>: 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 is based on Architect's digital data drawing files is otherwise permitted. The contractor must provide a signed Electronic Release Form obtained from Central Engineering or the design professional as appropriate to utilize electronic files.
  - 1. <u>Preparation</u>: 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.
- C. <u>Samples</u>: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials. *Samples are required to be submitted by physical samples and not PDF electronic files*.
  - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. <u>Identification</u>: Permanently attach label on unexposed side of Samples that includes the following:
    - a. Project name and submittal number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.
    - d. Sample source.
    - e. Number and title of applicable Specification Section.
    - f. Specification paragraph number and generic name of each item.
  - 3. <u>Paper Transmittal</u>: Include paper transmittal including complete submittal information indicated.

- 4. <u>Disposition</u>: 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. <u>Samples for Initial Selection</u>: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - a. <u>Number of Samples</u>: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- 6. <u>Samples for Verification</u>: 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. <u>Number of Samples</u>: Submit three sets of Samples. Architect will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
    - 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.
- D. <u>Product Schedule</u>: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.
- E. <u>Qualification Data</u>: 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.
- F. <u>Design Data</u>: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

## G. Certificates:

- 1. <u>Certificates and Certifications Submittals:</u> Submit 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. Provide a notarized signature where indicated.
- 2. <u>Installer Certificates</u>: 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.
- 3. <u>Manufacturer Certificates</u>: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- 4. <u>Material Certificates</u>: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

- 5. <u>Product Certificates:</u> Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- 6. <u>Welding Certificates</u>: 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.

## H. Test and Research Reports:

- 1. <u>Compatibility Test Reports:</u> 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.
- 2. <u>Field Test Reports</u>: 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.
- 3. <u>Material Test Reports</u>: 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.
- 4. <u>Preconstruction Test Reports</u>: 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.
- 5. <u>Product Test Reports</u>: 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.
- 6. <u>Research Reports</u>: 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:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.
  - d. Product and manufacturers' names.
  - e. Description of product.
  - f. Test procedures and results.
  - g. Limitations of use.

#### 1.7 DELEGATED-DESIGN SERVICES

- A. <u>Performance and Design Criteria:</u> Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. <u>Delegated-Design Services Certification</u>: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## 1.8 CONTRACTOR'S REVIEW

- A. <u>Action Submittals and Informational Submittals</u>: 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. <u>Contractor's Approval</u>: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include 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.
  - 1. Architect *will not review* submittals received from Contractor that do not have Contractor's review and approval.

#### 1.9 ARCHITECT'S REVIEW

- A. <u>Action Submittals</u>: Architect will review each submittal, indicate corrections or revisions required.
  - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
- B. <u>Informational Submittals</u>: 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. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Architect will return without review submittals received from sources other than Contractor.
- E. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01 3300** 

#### SECTION 01 3516 - ALTERATION PROJECT PROCEDURES

## PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes special procedures for alteration work.

#### 1.2 DEFINITIONS

- A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.
- B. Consolidate: To strengthen loose or deteriorated materials in place.
- C. Design Reference Sample: A sample that represents the Architect's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- K. Retain: To keep existing items that are not to be removed or dismantled.
- L. Strip: To remove existing finish down to base material unless otherwise indicated.

## 1.3 PROJECT MEETINGS FOR ALTERATION WORK

- A. Preliminary Conference for Alteration Work: Before starting alteration work, conduct conference at Project site.
  - 1. Attendees: In addition to representatives of Owner, Architect, and Contractor, testing service representative, and chemical-cleaner manufacturer(s) shall be represented at the meeting.
  - 2. Agenda: Discuss items of significance that could affect progress of alteration work, including review of the following:
    - a. Fire-prevention plan.
    - b. Governing regulations.
    - c. Areas where existing construction is to remain and the required protection.

- d. Hauling routes.
- e. Sequence of alteration work operations.
- f. Storage, protection, and accounting for salvaged and specially fabricated items.
- g. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
- 3. Reporting: Record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.
- B. Coordination Meetings: Conduct coordination meetings specifically for alteration work at monthly intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
  - 1. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of alteration work. Include topics for discussion as appropriate to status of Project.
  - 2. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

## 1.4 MATERIALS OWNERSHIP

A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Alteration Work Program: Submit 30 days before work begins.
- B. Fire-Prevention Plan: Submit 30 days before work begins.

## 1.6 QUALITY ASSURANCE

- A. Title X Requirement: Each firm conducting activities that disturb painted surfaces shall be a "Lead-Safe Certified Firm" according to 40 CFR 745, Subpart E, and use only workers that are trained in lead-safe work practices.
- B. Alteration Work Program: Prepare a written plan for alteration work for whole Project, including each phase or process and protection of surrounding materials during operations. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project alteration work program with specific requirements of programs required in other alteration work Sections.
  - 1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
  - 2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.
- C. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire extinguishers, fire blankets, rag buckets, and other fire-control devices during each phase or process. Coordinate plan with Owner's fire-protection equipment and requirements. Include fire-watch personnel's training, duties, and authority to enforce fire safety.
- D. Safety and Health Standard: Comply with ANSI/ASSE A10.6.

## 1.7 STORAGE AND HANDLING OF SALVAGED MATERIALS

- A. Salvaged Materials:
  - 1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.
  - Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area on-site.
  - 5. Protect items from damage during transport and storage.
- B. Salvaged Materials for Reinstallation:
  - 1. Repair and clean items for reuse as indicated.
  - Pack or crate items after cleaning and repairing; cushion against damage during handling. Label 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 unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.
- C. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.
- D. Storage: Catalog and store items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.
  - 1. Identify each item for reinstallation with a nonpermanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
  - 2. Secure stored materials to protect from theft.
  - 3. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F or more above the dew point.

## PART 2 - PRODUCTS - (Not Used)

## PART 3 - EXECUTION

## 3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.
  - 1. Use only proven protection methods, appropriate to each area and surface being protected.
  - 2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
  - 3. Erect temporary barriers to form and maintain fire-egress routes.
  - 4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
  - 5. Contain dust and debris generated by alteration work and prevent it from reaching the public or adjacent surfaces.
  - 6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
  - 7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
  - 8. Provide supplemental sound-control treatment to isolate demolition work from other areas of the building.
- B. Temporary Protection of Materials to Remain:

- Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
- 2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.
- C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
- D. Utility and Communications Services:
  - 1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
  - 2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
  - 3. Maintain existing services unless otherwise indicated; keep in service and protect against damage during operations. Provide temporary services during interruptions to existing utilities.
- E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.
  - 1. Prevent solids such as adhesive or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from alteration work.
  - 2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.
- F. Existing Roofing: Prior to the start of work in an area, install roofing protection as appropriate to prevent damage to existing roof materials.

#### 3.2 PROTECTION FROM FIRE

- A. General: Follow fire-prevention plan and the following:
  - 1. Comply with NFPA 241 requirements unless otherwise indicated.
  - 2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
    - a. If combustible material cannot be removed, provide fire blankets to cover such materials.
- B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:
  - 1. Obtain Owner's approval for operations involving use of open-flame or welding or other high-heat equipment. Use of open-flame equipment is not permitted. Notify Owner at least 72 hours before each occurrence, indicating location of such work.
  - 2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.
  - 3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
  - 4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
  - 5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
  - 6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch

personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:

- a. Train each fire watch in the proper operation of fire-control equipment and alarms.
- Prohibit fire-watch personnel from other work that would be a distraction from firewatch duties.
- Cease work with heat-generating equipment whenever fire-watch personnel are not present.
- d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work in each area to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
- e. Maintain fire-watch personnel at each area of Project site until 60 minutes after conclusion of daily work.
- C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.
- D. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.
  - 1. Remove temporary guards at the end of work shifts, whenever operations are paused, and when nearby work is complete.

## 3.3 PROTECTION DURING APPLICATION OF CHEMICALS

- A. Protect motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.
- B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in alteration work program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.
- C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
- D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.
- E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

## 3.4 GENERAL ALTERATION WORK

- A. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs or video recordings.
- B. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.
- C. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
  - 1. Do not proceed with the work in question until directed by Architect.

**END OF SECTION 01 3516** 

## SECTION 01 4000 - QUALITY REQUIREMENTS

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, Commissioning Authority, or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.2 **DEFINITIONS**

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- D. Mockups: Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Laboratory Mockups: Full-size physical assemblies constructed and tested at testing facility to verify performance characteristics.
  - 2. Integrated Exterior Mockups: Mockups of the exterior envelope constructed on-site as freestanding temporary built elements, consisting of multiple products, assemblies, and subassemblies.
  - 3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes; doors; windows; millwork; casework; specialties; furnishings and equipment; and lighting.
- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

- F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- G. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

#### 1.3 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

## 1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- C. All work shall be in strict compliance with all governing building codes and standards.

## 1.5 ACTION SUBMITTALS

A. Delegated-Design Services Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
  - 2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

#### 1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, telephone number, and email address of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Statement on condition of substrates and their acceptability for installation of product.
  - 2. Statement that products at Project site comply with requirements.
  - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 5. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  - 1. Statement that equipment complies with requirements.
  - 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.

3. Other required items indicated in individual Specification Sections.

## 1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

- When testing is complete, remove test specimens and test assemblies, and mockups; do not reuse products on Project.
- 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and Commissioning Authority, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups of size indicated.
  - 2. Build mockups in location indicated or, if not indicated, as directed by Architect.
  - 3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  - 4. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed to perform same tasks during the construction at Project.
  - 5. Demonstrate the proposed range of aesthetic effects and workmanship.
  - Obtain Architect's approval of mockups before starting corresponding work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  - 7. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 8. Demolish and remove mockups when directed unless otherwise indicated.
- L. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

## 1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
  - 2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are the Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
  - 1. Engage a qualified testing agency to perform quality-control services.
    - Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
  - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 4. Testing and inspection requested by Contractor and not required by the Contract Documents are the Contractor's responsibility.
  - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

- D. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority (when applicable) and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect, Commissioning Authority (when applicable), and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 3300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 6. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## 1.10 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: The Owner will engage a qualified testing agency special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in the Statement of Special Inspections attached (or as required by the NC Building Code if not attached) to this Section, and as follows:
  - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Architect, Commissioning Authority (when applicable), and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect and Commissioning Authority (when applicable) with copy to Contractor and to authorities having jurisdiction.

- 4. Submitting a final report of special tests and inspections at Final Completion, which includes a list of unresolved deficiencies.
- 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- 6. Retesting and re-inspecting corrected work.

# PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  - Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's, Commissioning Authority's (when applicable), reference during normal working hours.
  - 1. Submit log at Project closeout as part of Project Record Documents.

## 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 7300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

# **END OF SECTION 01 4000**

## SECTION 01 4200 - REFERENCES

## PART 1 - GENERAL

#### 1.1 **DEFINITIONS**

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

# 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

## 1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. AABC Associated Air Balance Council; www.aabc.com.
  - 2. AAMA American Architectural Manufacturers Association; <u>www.aamanet.org</u>.
  - 3. AAPFCO Association of American Plant Food Control Officials; <a href="www.aapfco.org">www.aapfco.org</a>.
  - 4. AASHTO American Association of State Highway and Transportation Officials; <a href="https://www.transportation.org">www.transportation.org</a>.
  - 5. AATCC American Association of Textile Chemists and Colorists; www.aatcc.org.
  - 6. ABMA American Bearing Manufacturers Association; www.americanbearings.org.
  - 7. ABMA American Boiler Manufacturers Association; www.abma.com.
  - 8. ACI American Concrete Institute; (Formerly: ACI International); www.concrete.org.
  - 9. ACPA American Concrete Pipe Association; <u>www.concrete-pipe.org</u>.
  - 10. AEIC Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
  - 11. AF&PA American Forest & Paper Association; <u>www.afandpa.org</u>.
  - 12. AGA American Gas Association; www.aga.org.
  - 13. AHAM Association of Home Appliance Manufacturers; www.aham.org.
  - 14. AHRI Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
  - 15. AI Asphalt Institute; <u>www.asphaltinstitute.org</u>.
  - 16. AIA American Institute of Architects (The); www.aia.org.
  - 17. AISC American Institute of Steel Construction; <u>www.aisc.org</u>.
  - 18. AISI American Iron and Steel Institute; www.steel.org.
  - 19. AITC American Institute of Timber Construction; www.aitc-glulam.org.
  - 20. AMCA Air Movement and Control Association International, Inc.; www.amca.org.
  - 21. ANSI American National Standards Institute; www.ansi.org.
  - 22. AOSA Association of Official Seed Analysts, Inc.; www.aosaseed.com.
  - 23. APA APA The Engineered Wood Association; www.apawood.org.
  - 24. APA Architectural Precast Association; www.archprecast.org.
  - 25. API American Petroleum Institute; www.api.org.
  - 26. ARI Air-Conditioning & Refrigeration Institute; (See AHRI).
  - 27. ARI American Refrigeration Institute; (See AHRI).
  - 28. ARMA Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
  - 29. ASCE American Society of Civil Engineers; <u>www.asce.org</u>.
  - ASCE/SEI American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
  - 31. ASHRAE American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
  - 32. ASME ASME International; (American Society of Mechanical Engineers); www.asme.org.
  - 33. ASSE American Society of Safety Engineers (The); www.asse.org.
  - 34. ASSE American Society of Sanitary Engineering; www.asse-plumbing.org.
  - 35. ASTM ASTM International; <u>www.astm.org</u>.
  - 36. ATIS Alliance for Telecommunications Industry Solutions; www.atis.org.
  - 37. AWEA American Wind Energy Association; <u>www.awea.org</u>.
  - 38. AWI Architectural Woodwork Institute; www.awinet.org.

- AWMAC Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
- 40. AWPA American Wood Protection Association; <u>www.awpa.com</u>.
- 41. AWS American Welding Society; <u>www.aws.org</u>.
- 42. AWWA American Water Works Association; <u>www.awwa.org</u>.
- 43. BHMA Builders Hardware Manufacturers Association; <a href="www.buildershardware.com">www.buildershardware.com</a>.
- 44. BIA Brick Industry Association (The); www.gobrick.com.
- 45. BICSI BICSI, Inc.; www.bicsi.org.
- 46. BIFMA BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
- 47. BISSC Baking Industry Sanitation Standards Committee; www.bissc.org.
- 48. BWF Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
- 49. CDA Copper Development Association; www.copper.org.
- 50. CE Conformite Europeenne; <a href="http://ec.europa.eu/growth/single-market/ce-marking/">http://ec.europa.eu/growth/single-market/ce-marking/</a>.
- 51. CEA Canadian Electricity Association; www.electricity.ca.
- 52. CEA Consumer Electronics Association; <u>www.ce.org</u>.
- 53. CFFA Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
- 54. CFSEI Cold-Formed Steel Engineers Institute; <u>www.cfsei.org</u>.
- 55. CGA Compressed Gas Association; <u>www.cganet.com</u>.
- 56. CIMA Cellulose Insulation Manufacturers Association; www.cellulose.org.
- 57. CISCA Ceilings & Interior Systems Construction Association; www.cisca.org.
- 58. CISPI Cast Iron Soil Pipe Institute; www.cispi.org.
- 59. CLFMI Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
- 60. CPA Composite Panel Association; www.pbmdf.com.
- 61. CRI Carpet and Rug Institute (The); www.carpet-rug.org.
- 62. CRRC Cool Roof Rating Council; <u>www.coolroofs.org</u>.
- 63. CRSI Concrete Reinforcing Steel Institute; <u>www.crsi.org</u>.
- 64. CSA CSA Group; <u>www.csagroup.com</u>.
- 65. CSA CSA International; www.csa-international.org.
- 66. CSI Construction Specifications Institute (The); <a href="www.csinet.org">www.csinet.org</a>.
- 67. CSSB Cedar Shake & Shingle Bureau; www.cedarbureau.org.
- 68. CTI Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
- 69. CWC Composite Wood Council; (See CPA).
- 70. DASMA Door and Access Systems Manufacturers Association; www.dasma.com.
- 71. DHI Door and Hardware Institute; www.dhi.org.
- 72. ECA Electronic Components Association; (See ECIA).
- 73. ECAMA Electronic Components Assemblies & Materials Association; (See ECIA).
- 74. ECIA Electronic Components Industry Association; <u>www.eciaonline.org</u>.
- 75. EIA Electronic Industries Alliance; (See TIA).
- 76. EIMA EIFS Industry Members Association; www.eima.com.
- 77. EJMA Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
- 78. ESD ESD Association; (Electrostatic Discharge Association); www.esda.org.
- 79. ESTA Entertainment Services and Technology Association; (See PLASA).
- 80. ETL Intertek (See Intertek); <u>www.intertek.com</u>.
- 81. EVO Efficiency Valuation Organization; <u>www.evo-world.org</u>.
- 82. FCI Fluid Controls Institute; <u>www.fluidcontrolsinstitute.org</u>.
- 83. FIBA Federation Internationale de Basketball; (The International Basketball Federation); <a href="https://www.fiba.com">www.fiba.com</a>.
- 84. FIVB Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
- 85. FM Approvals FM Approvals LLC; www.fmglobal.com.
- 86. FM Global FM Global; (Formerly: FMG FM Global); www.fmglobal.com.
- 87. FRSA Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridaroof.com.
- 88. FSA Fluid Sealing Association; www.fluidsealing.com.

- 89. FSC Forest Stewardship Council U.S.; www.fscus.org.
- 90. GA Gypsum Association; www.gypsum.org.
- 91. GANA Glass Association of North America; www.glasswebsite.com.
- 92. GS Green Seal; www.greenseal.org.
- 93. HI Hydraulic Institute; www.pumps.org.
- 94. HI/GAMA Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
- 95. HMMA Hollow Metal Manufacturers Association; (See NAAMM).
- 96. HPVA Hardwood Plywood & Veneer Association; www.hpva.org.
- 97. HPW H. P. White Laboratory, Inc.; www.hpwhite.com.
- 98. IAPSC International Association of Professional Security Consultants; www.iapsc.org.
- 99. IAS International Accreditation Service; <u>www.iasonline.org</u>.
- 100. ICBO International Conference of Building Officials; (See ICC).
- 101. ICC International Code Council; <u>www.iccsafe.org</u>.
- 102. ICEA Insulated Cable Engineers Association, Inc.; www.icea.net.
- 103. ICPA International Cast Polymer Alliance; <u>www.icpa-hq.org</u>.
- 104. ICRI International Concrete Repair Institute, Inc.; www.icri.org.
- 105. IEC International Electrotechnical Commission; www.iec.ch.
- 106. IEEE Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
- 107. IES Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); <a href="https://www.ies.org">www.ies.org</a>.
- 108. IESNA Illuminating Engineering Society of North America; (See IES).
- 109. IEST Institute of Environmental Sciences and Technology; www.iest.org.
- 110. IGMA Insulating Glass Manufacturers Alliance; www.igmaonline.org.
- 111. IGSHPA International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
- 112. ILI Indiana Limestone Institute of America, Inc.; www.iliai.com.
- Intertek Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
- 114. ISA International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); <a href="www.isa.org">www.isa.org</a>.
- 115. ISAS Instrumentation, Systems, and Automation Society (The); (See ISA).
- 116. ISFA International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); <a href="https://www.isfanow.org">www.isfanow.org</a>.
- 117. ISO International Organization for Standardization; www.iso.org.
- 118. ISSFA International Solid Surface Fabricators Association; (See ISFA).
- 119. ITU International Telecommunication Union; <u>www.itu.int/home</u>.
- 120. KCMA Kitchen Cabinet Manufacturers Association; www.kcma.org.
- 121. LMA Laminating Materials Association; (See CPA).
- 122. LPI Lightning Protection Institute; <u>www.lightning.org</u>.
- 123. MBMA Metal Building Manufacturers Association; www.mbma.com.
- 124. MCA Metal Construction Association; www.metalconstruction.org.
- 125. MFMA Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
- 126. MFMA Metal Framing Manufacturers Association, Inc.; <a href="www.metalframingmfg.org">www.metalframingmfg.org</a>.
- 127. MHIA Material Handling Industry of America; www.mhia.org.
- 128. MIA Marble Institute of America; www.marble-institute.com.
- 129. MMPA Moulding & Millwork Producers Association; www.wmmpa.com.
- 130. MPI Master Painters Institute; www.paintinfo.com.
- 131. MSS Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
- 132. NAAMM National Association of Architectural Metal Manufacturers; www.naamm.org.
- 133. NACE NACE International; (National Association of Corrosion Engineers International); www.nace.org.
- 134. NADCA National Air Duct Cleaners Association; www.nadca.com.
- 135. NAIMA North American Insulation Manufacturers Association; <a href="www.naima.org">www.naima.org</a>.
- 136. NBGQA National Building Granite Quarries Association, Inc.; www.nbgqa.com.
- 137. NBI New Buildings Institute; <u>www.newbuildings.org</u>.
- 138. NCAA National Collegiate Athletic Association (The); www.ncaa.org.

- 139. NCMA National Concrete Masonry Association; www.ncma.org.
- 140. NEBB National Environmental Balancing Bureau; www.nebb.org.
- 141. NECA National Electrical Contractors Association; www.necanet.org.
- 142. NeLMA Northeastern Lumber Manufacturers Association; <u>www.nelma.org</u>.
- 143. NEMA National Electrical Manufacturers Association; <u>www.nema.org</u>.
- 144. NETA InterNational Electrical Testing Association; www.netaworld.org.
- 145. NFHS National Federation of State High School Associations; <a href="www.nfhs.org">www.nfhs.org</a>.
- 146. NFPA National Fire Protection Association; <a href="www.nfpa.org">www.nfpa.org</a>.
- 147. NFPA NFPA International; (See NFPA).
- 148. NFRC National Fenestration Rating Council; www.nfrc.org.
- 149. NHLA National Hardwood Lumber Association; www.nhla.com.
- 150. NLGA National Lumber Grades Authority; www.nlga.org.
- 151. NOFMA National Oak Flooring Manufacturers Association; (See NWFA).
- 152. NOMMA National Ornamental & Miscellaneous Metals Association; www.nomma.org.
- 153. NRCA National Roofing Contractors Association; www.nrca.net.
- 154. NRMCA National Ready Mixed Concrete Association; www.nrmca.org.
- 155. NSF NSF International; www.nsf.org.
- 156. NSPE National Society of Professional Engineers; www.nspe.org.
- 157. NSSGA National Stone, Sand & Gravel Association; www.nssga.org.
- 158. NTMA National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
- 159. NWFA National Wood Flooring Association; www.nwfa.org.
- 160. PCI Precast/Prestressed Concrete Institute; <a href="www.pci.org">www.pci.org</a>.
- 161. PDI Plumbing & Drainage Institute; www.pdionline.org.
- PLASA PLASA; (Formerly: ESTA Entertainment Services and Technology Association);
   www.plasa.org.
- 163. RCSC Research Council on Structural Connections; www.boltcouncil.org.
- 164. RFCI Resilient Floor Covering Institute; <u>www.rfci.com</u>.
- 165. RIS Redwood Inspection Service; <u>www.redwoodinspection.com</u>.
- 166. SAE SAE International; <u>www.sae.org</u>.
- 167. SCTE Society of Cable Telecommunications Engineers; www.scte.org.
- 168. SDI Steel Deck Institute; www.sdi.org.
- 169. SDI Steel Door Institute; www.steeldoor.org.
- 170. SEFA Scientific Equipment and Furniture Association (The); www.sefalabs.com.
- 171. SEI/ASCE Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
- 172. SIA Security Industry Association; www.siaonline.org.
- 173. SJI Steel Joist Institute; www.steeljoist.org.
- 174. SMA Screen Manufacturers Association; <u>www.smainfo.org</u>.
- 175. SMACNA Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
- 176. SMPTE Society of Motion Picture and Television Engineers; www.smpte.org.
- 177. SPFA Spray Polyurethane Foam Alliance; <u>www.sprayfoam.org</u>.
- 178. SPIB Southern Pine Inspection Bureau; www.spib.org.
- 179. SPRI Single Ply Roofing Industry; www.spri.org.
- 180. SRCC Solar Rating & Certification Corporation; www.solar-rating.org.
- 181. SSINA Specialty Steel Industry of North America; <a href="www.ssina.com">www.ssina.com</a>.
- 182. SSPC SSPC: The Society for Protective Coatings; <a href="www.sspc.org">www.sspc.org</a>.
- 183. STI Steel Tank Institute; <u>www.steeltank.com</u>.
- 184. SWI Steel Window Institute; <u>www.steelwindows.com</u>.
- 185. SWPA Submersible Wastewater Pump Association; www.swpa.org.
- 186. TCA Tilt-Up Concrete Association; www.tilt-up.org.
- 187. TCNA Tile Council of North America, Inc.; www.tileusa.com.
- 188. TEMA Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
- 189. TIA Telecommunications Industry Association (The); (Formerly: TIA/EIA Telecommunications Industry Association/Electronic Industries Alliance); <a href="www.tiaonline.org">www.tiaonline.org</a>.

- TIA/EIA Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
- 191. TMS The Masonry Society; www.masonrysociety.org.
- 192. TPI Truss Plate Institute; <u>www.tpinst.org</u>.
- 193. TPI Turfgrass Producers International; <a href="www.turfgrasssod.org">www.turfgrasssod.org</a>.
- 194. TRI Tile Roofing Institute; <u>www.tileroofing.org</u>.
- 195. UL Underwriters Laboratories Inc.; www.ul.com.
- 196. UNI Uni-Bell PVC Pipe Association; www.uni-bell.org.
- 197. USAV USA Volleyball; www.usavolleyball.org.
- 198. USGBC U.S. Green Building Council; www.usgbc.org.
- 199. USITT United States Institute for Theatre Technology, Inc.; www.usitt.org.
- 200. WA Wallcoverings Association; www.wallcoverings.org.
- 201. WASTEC Waste Equipment Technology Association; www.wastec.org.
- 202. WCLIB West Coast Lumber Inspection Bureau; www.wclib.org.
- 203. WCMA Window Covering Manufacturers Association; www.wcmanet.org.
- 204. WDMA Window & Door Manufacturers Association; www.wdma.com.
- 205. WI Woodwork Institute; www.wicnet.org.
- 206. WSRCA Western States Roofing Contractors Association; www.wsrca.com.
- 207. WWPA Western Wood Products Association; www.wwpa.org.
- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
  - 1. DIN Deutsches Institut für Normung e.V.; <u>www.din.de</u>.
  - 2. IAPMO International Association of Plumbing and Mechanical Officials; www.iapmo.org.
  - 3. ICC International Code Council; www.iccsafe.org.
  - 4. ICC-ES ICC Evaluation Service, LLC; www.icc-es.org.
- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
  - 1. COE Army Corps of Engineers; <u>www.usace.army.mil</u>.
  - 2. CPSC Consumer Product Safety Commission; <u>www.cpsc.gov</u>.
  - DOC Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
  - 4. DOD Department of Defense; <u>www.quicksearch.dla.mil</u>.
  - 5. DOE Department of Energy; <u>www.energy.gov</u>.
  - 6. EPA Environmental Protection Agency; www.epa.gov.
  - 7. FAA Federal Aviation Administration; <u>www.faa.gov</u>.
  - 8. FG Federal Government Publications; <a href="www.gpo.gov/fdsys">www.gpo.gov/fdsys</a>.
  - 9. GSA General Services Administration; www.gsa.gov.
  - 10. HUD Department of Housing and Urban Development; www.hud.gov.
  - 11. LBL Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; <a href="https://www.eetd.lbl.gov">www.eetd.lbl.gov</a>.
  - 12. OSHA Occupational Safety & Health Administration; www.osha.gov.
  - 13. SD Department of State; <u>www.state.gov</u>.
  - 14. TRB Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
  - USDA Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
  - 16. USDA Department of Agriculture; Rural Utilities Service; <a href="www.usda.gov">www.usda.gov</a>.
  - 17. USDOJ Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
  - 18. USP U.S. Pharmacopeial Convention; www.usp.org.
  - 19. USPS United States Postal Service; <a href="www.usps.com">www.usps.com</a>.

- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. CFR Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
  - 2. DOD Department of Defense; Military Specifications and Standards; Available from DLA Document Services; <a href="www.quicksearch.dla.mil">www.quicksearch.dla.mil</a>.
  - 3. DSCC Defense Supply Center Columbus; (See FS).
  - 4. FED-STD Federal Standard; (See FS).
  - FS Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
    - a. Available from Defense Standardization Program; www.dsp.dla.mil.
    - b. Available from General Services Administration; www.gsa.gov.
    - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
  - 6. MILSPEC Military Specification and Standards; (See DOD).
  - 7. USAB United States Access Board; <u>www.access-board.gov</u>.
  - 8. USATBCB U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; <a href="www.bearhfti.ca.gov">www.bearhfti.ca.gov</a>.
  - 2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
  - 3. CDHS; California Department of Health Services; (See CDPH).
  - 4. CDPH; California Department of Public Health; Indoor Air Quality Program; <u>www.caliaq.org</u>.
  - 5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
  - NC SCO; North Carolina State Construction Office; https://ncadmin.nc.gov/businesses/construction
  - 7. SCAQMD; South Coast Air Quality Management District; <a href="www.aqmd.gov">www.aqmd.gov</a>.
  - 8. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01 4200** 

#### SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

## PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

## B. Related Requirements:

- 1. Section 01 1000 "Summary" for work restrictions and limitations on utility interruptions.
- 2. Section 01 1100 "Security Requirements" Requirements for use of property during construction and special provisions for conduct and utility interruptions.

#### 1.2 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated in other Sections. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, testing agencies, and authorities having jurisdiction.

# Edit the following B and C for the project.

- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use [with metering] [without metering and without payment of use charges]. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use [with metering] [without metering and without payment of use charges]. Provide connections and extensions of services as required for construction operations.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

## 1.4 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.

## 1.5 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 TEMPORARY FACILITIES

- A. Field Offices, General: If needed for the project or if designated in other Sections, use prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: If needed for the project or if designated in other Sections, the Field Office shall be 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:
  - 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-square tack and marker boards.
  - 3. Drinking water and private toilet.
  - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
  - 5. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

## 2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, 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.

## PART 3 - EXECUTION

## 3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
- B. Work closely with the institution to determine the location of temporary facilities, separation of construction operations from the existing institution including fencing, site access protocols, etc.

## 3.2 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.

RANDALL BUILLDING RENOVATION

## 3.3 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. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers to municipal system or private system indicated as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. 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.
- E. Temporary Heating and Cooling: Provide temporary 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.
- F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  - 1. Install electric power service overhead unless otherwise indicated.
- 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.

## 3.4 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E136. Comply with NFPA 241.
  - 2. Maintain support facilities until Architect schedules Final Completion inspection. Remove before Final Inspection. Personnel remaining after Final Inspection will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as required and as agreed upon at a Pre-Construction Meeting. See Section 01 1100.
  - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. 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.

# RANDALL BUILLDING RENOVATION

- D. Parking: Provide temporary or use designated areas of Owner's existing parking areas for construction personnel as agreed upon at the Pre-Construction Meeting. See Section 01 1100.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  - 2. Remove snow and ice as required to minimize accumulations.
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 7300 "Execution."
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- H. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

## 3.5 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.
  - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- 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.
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. 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.
- E. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
  - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
  - 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  - 3. Provide walk-off mats at each entrance through temporary partition.
- F. 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. Comply with additional limits on smoking specified in other Sections.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

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- 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.
- 4. Provide temporary standpipes and hoses as required for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

## 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 Final Acceptance.
- 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 the Final Inspection. 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.
  - . Materials and facilities that constitute temporary facilities are property of Contractor. Prior to the Final Inspection, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 7700 "Closeout Procedures."

**END OF SECTION 01 5000** 

## SECTION 01 6000 - PRODUCT REQUIREMENTS

## PART 1 - GENERAL

#### 1.1 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 01 2500 "Substitution Procedures" for requests for substitutions.

## 1.2 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 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 single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

#### 1.3 **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.

## 1.4 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. Coordinate with the requirements of Section 01 11100 "Security Requirements" and the security requirements at the institution.
- C. 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.

## D. 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.
- 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.

## 1.5 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.
  - 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.

## 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 meeting 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.
- B. Product Selection Procedures:

- 1. Limited List of Products: 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.
  - a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: ..."
- 2. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, which complies with requirements.
  - a. Non-limited list of products is indicated by the phrase: "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: ..."
- 3. Limited List of Manufacturers: 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.
  - a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: ..."
- 4. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, which complies with requirements.
  - a. Non-limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: ..."
- 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.
  - a. For approval of products by unnamed manufacturers, comply with requirements in Section 01 2500 "Substitution Procedures."
- 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.
  - If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 2500 "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

- A. Conditions for meeting the parameters of Comparable Products: Comparable Products must be comparable in every way to the "Basis-of-Design" product as evidenced by testing and product data as determined when reviewed by the Architect. The burden of proof of being comparable is on the Contractor. If the architect determines that the product is not comparable and/or if the following conditions are not satisfied, Architect will not accept the product as being a Comparable Project and will return any submittals without action, except to record noncompliance with these requirements:
  - 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed

product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.

- 2. Evidence that proposed product provides specified warranty.
- 3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
- 4. Samples, if requested.

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01 6000** 

### SECTION 01 7300 - EXECUTION

## PART 1 - GENERAL

#### 1.1 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.
  - 3. Progress cleaning.
  - 4. Starting and adjusting.
  - 5. Protection of installed construction.

## B. Related Requirements:

- 1. Section 01 1000 "Summary" for limits on use of Project site.
- 2. Section 01 7700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

## 1.2 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.
  - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  - 4. 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.
  - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- 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.

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, mechanical and electrical systems, 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.
  - 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: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- 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 01 3100 "Project Management and Coordination."

## 3.3 INSTALLATION

 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 Final 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: Where possible, select tools or equipment that minimize production of excessive 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 portions of the 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. Remove and replace damaged, defective, or non-conforming Work.

## 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. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 1000 "Summary."
- F. 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 prevent interruption to occupied areas.
- G. 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. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  - 5. 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.
  - 6. Proceed with patching after construction operations requiring cutting are complete.
- H. 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.
  - 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.
  - 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.
- I. 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.
  - 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.
- 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
  - 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 Final 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 5000 "Temporary Facilities and Controls."
- 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 Final 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 ensure 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 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 4000 "Quality Requirements."

# 3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Final Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

## **END OF SECTION 01 7300**

#### SECTION 01 7700 - CLOSEOUT PROCEDURES

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Beneficial Occupancy (Partial Utilization) procedures.
  - 2. Final Inspection procedures.
  - 3. Final Completion procedures.
  - 4. Warranties.
  - 5. Final cleaning.
  - 6. Repair of the Work.

#### B. Related Requirements:

- 1. Section 01 7823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
- 2. Section 01 7839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

## 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Beneficial Occupancy Contractor's List of Incomplete Items and documentation that all life-safety systems are fully operational.
- C. Final Inspection Letter from the Contractor that all items are complete and that the project is ready for the Preliminary Final Inspection.

## 1.3 CLOSEOUT DOCUMENTS

- A. Signed Final Inspection Checklist.
- B. Unsettled Claim Verification Certification that no unsettled claims exist on the project.
- C. Record Drawings.
- D. Record Project Manual.
- E. Final Payment Application Submission.
  - 1. Final Payment Application
  - 2. Minority Business Enterprise Final Documentation
  - 3. Consent of Surety of Final Payment SCO form
  - 4. Contractor's Affidavit of Release of Liens SCO form
  - 5. Contractor's Affidavit of Payment of Debts and Claims SCO form
- F. Certificates of Release: From authorities having jurisdiction.
- G. Certificate of Insurance: For continuing coverage.
- H. Field Report: For pest control inspection.

## 1.4 FINAL INSPECTION 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 Preliminary Final Inspection: Complete the following a minimum of 10 days prior to requesting inspection. List items below that are incomplete at time of request.
  - 1. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  - 2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 3. 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.
  - 4. Submit testing, adjusting, and balancing records.
  - 5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Preliminary Final Inspection: Complete the following a minimum of 10 days prior to requesting inspection. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Complete startup and testing of systems and equipment.
  - 3. Perform preventive maintenance on equipment used.
  - 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 7900 "Demonstration and Training."
  - 5. Advise Owner of changeover in utility services.
  - 6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 8. Complete final cleaning requirements.
  - Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection a minimum of 10 days prior to date the Work will be completed and ready for Preliminary Final Inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements.

#### 1.5 FINAL INSPECTION PROCEDURES

- A. Submittals Prior to Final Inspection: Before requesting final inspection for determining Final Completion, complete the following:
  - 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 a final Application for Payment according to Section 01 2900 "Payment Procedures."
  - 3. Certified List of Incomplete Items: Submit certified copy of Architect's 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.
  - 4. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements. Please note that any Builder's Risk policies must remain in effect until the date of Final Completion of the project.

- 5. Submit pest-control final inspection report.
- B. Procedures Prior to Final Inspection: Complete the following a minimum of 10 days prior to requesting Final Inspection. List items below that are incomplete at time of request.
  - Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
- C. Final 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. This inspection will be used in determining a date of Final Completion provided all work is complete. 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.

#### 1.6 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 and proceeding from lowest floor to highest floor.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Submit list of incomplete items in the following format:
    - a. MS Excel electronic file. Architect will return annotated file.

## 1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Final Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
  - 1. Submit on digital media acceptable to Architect.
- D. Warranties in Paper Form:
  - 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 paper.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

#### PART 2 - PRODUCTS

## 2.1 MATERIALS

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

## PART 3 - EXECUTION

#### 3.1 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 Beneficial Occupancy or for the Final Inspection for entire 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. 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.
    - c. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - d. Sweep concrete floors broom clean in unoccupied spaces.
    - e. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    - f. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    - g. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
    - h. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
    - i. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 01 5000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 5000 "Temporary Facilities and Controls."

## 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations, before requesting inspection for determination of Final 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.

### END OF SECTION 01 7700

### SECTION 01 7823 - OPERATION AND MAINTENANCE DATA

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory manuals.
  - 2. Emergency manuals.
  - 3. Systems and equipment operation manuals.
  - 4. Systems and equipment maintenance manuals.
  - 5. Product maintenance manuals.

## 1.2 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect and Commissioning Authority (when applicable) will comment on whether content of operation and maintenance submittals is acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
  - Submit on digital media acceptable to Architect. Enable reviewer comments on draft submittals.
  - 2. Submit three paper copies. Architect will return two copies.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for the Preliminary Final Inspection and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority (when applicable) will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect's and Commissioning Authority's (when applicable) comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's (when applicable) comments and prior to commencing demonstration and training.
- D. Comply with Section 01 7700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

## 1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  - 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
  - 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
  - 2. 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.

## 1.4 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: 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. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: 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 and contact information for Contractor.
  - 6. Name and contact information for Construction Manager.
  - 7. Name and contact information for Architect.
  - 8. Name and contact information for Commissioning Authority.
  - 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  - 10. 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.
- 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.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

#### 1.5 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. 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.

- 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 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01 7823** 

### SECTION 01 7839 - PROJECT RECORD DOCUMENTS

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. Related Requirements:
  - 1. Section 01 7300 "Execution" for final property survey.
  - 2. Section 01 7823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

## 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.
  - 2. Number of Copies: Submit copies of record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit PDF electronic files of scanned record prints and one of file prints.
      - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit PDF electronic files of scanned record prints and two set(s) of prints.
      - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one copy of annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

## 1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding photographic documentation.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.

- b. Revisions to details shown on Drawings.
- c. Depths of foundations.
- d. Locations and depths of underground utilities.
- e. Revisions to routing of piping and conduits.
- f. Revisions to electrical circuitry.
- g. Actual equipment locations.
- h. Duct size and routing.
- i. Locations of concealed internal utilities.
- j. Changes made by Change Order or Field Order.
- k. Changes made following Architect's written orders.
- 1. Details not on the original Contract Drawings.
- m. Field records for variable and concealed conditions.
- n. Record information on the Work that is shown only schematically.
- 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
- 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
- 6. Note Construction Field Order numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before Preliminary Final Inspection, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
  - 1. Format: Annotated PDF electronic file with comment function enabled.
  - 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  - 3. Refer instances of uncertainty to Architect for resolution.
  - 4. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
    - a. See Section 01 3100 "Project Management and Coordination" for requirements related to use of Architect's digital data files.
    - b. Architect will provide data file layer information. Record markups in separate layers.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Format: Annotated PDF electronic file with comment function enabled.
  - 2. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  - 3. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

#### 1.4 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

- 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
- 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
- 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file.

## 1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- C. Format: Submit record Product Data as annotated PDF electronic file.
  - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

## 1.6 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store record documents in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS

PART 3 - EXECUTION

**END OF SECTION 01 7839** 

### SECTION 01 7900 - DEMONSTRATION AND TRAINING

## PART 1 - GENERAL

#### 1.1 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 video recordings.

## 1.2 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

## 1.3 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
  - 1. At completion of training, submit complete training manual(s) for Owner's use prepared in same PDF file format required for operation and maintenance manuals specified in Section 01 7823 "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. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 4000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 01 3100 "Project Management and Coordination."

## 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.

#### 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 or structure.

## B. Related Requirements:

- 1. Section 011000 "Summary of the Work" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
- 2. Section 017310 "Cutting and Patching" 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. Pre-demolition 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 POST-INSTALLATION MEETINGS

- A. Post-demolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction after selective demolish has been completed and prior to commencing framing and new construction.
  - 2. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 3. Review existing conditions post-selective demolition.

### 1.7 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 work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' 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. Use of elevator and stairs.
  - 5. 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. Pre-demolition 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.

## 1.8 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.

## 1.9 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

#### 1.10 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - 1. Before selective demolition, Owner will remove the following items:
    - a. Misc Storage Items.
    - b. Furniture, Equipment.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Present in existing building. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
  - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. 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.

### 1.11 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include the following:
- 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.

## 1.12 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

## PART 2 - PRODUCTS

## 2.1 PEFORMANCE 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.

#### PART 3 - EXECUTION

## 3.1 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. Survey of Existing Conditions, pre-demolition: Record existing conditions by use of preconstruction photographs.
  - 1. Perform an inspection of all spaces to be renovated, traveled upon, or otherwise affected by the project prior to beginning work for purposes of documenting existing conditions. The scope of the inspection also includes the project site outside of the building, staging and storage areas, and any access paths or roads the Contractor will use. Inventory and record the condition of items to be removed and salvaged. Provide digital photographs or video recordings of existing conditions and of conditions that might be misconstrued as damage caused by salvage operations. Document any specific conditions established during the inspection for which the Contractor is not responsible for repairing under the base contract.
  - 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.
- F. Survey of Existing Conditions, post-demolition: Record existing conditions by use of post-demolition photographs.
  - 1. During the Post-demolition Conference, conduct a survey with the Architect and Owner to verify existing conditions.
  - 2. Document existing post-demolition conditions with photographs.

## 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

- 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 utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. Arrange to shut off utilities with utility companies.
  - 3. 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.
  - 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings 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 and leave in place.
    - 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 and leave in place.
- C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

### 3.3 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.
  - 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.

#### 3.4 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 fire watch and 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. Store items in a secure area until delivery to Owner.
  - 3. Transport items to Owner's storage area designated by 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.

#### 3.5 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. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

#### 3.6 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.

#### 3.7 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

## 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.
    - 1. 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.
  - 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 01 7823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

#### 1.8 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. 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 Architect, with at least seven days' advance notice.
- D. 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.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- F. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

## 1.9 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full HD mode with vibration reduction technology.
  - 1. Submit video recordings on CD-ROM or thumb drive.
- B. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.

## DEMONSTRATION AND TRAINING

- C. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
- D. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 01 7900

## SECTION 033000 - CAST-IN-PLACE CONCRETE FOR BUILDINGS

## 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 cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. Related Requirements:
  - 1. Section 312010 "Earthwork for Buildings" for drainage fill under slabs-on-grade.
  - 2. Section 014100 "Special Inspection Services" for administrative and procedural requirements for special inspection services.

## 1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: fly ash; materials subject to compliance with requirements.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

# 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Require representatives of each entity directly concerned with cast-in-place concrete to attend.

## 1.5 SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.

- C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, bar schedules, bent bar diagrams, bar arrangement, splices and laps, and supports for concrete reinforcement.
  - 1. Include applicable dimensions, sections, elevations, and details required to complete installation and coordination of the details, and typical details. Plan shall be drawn at a scale of no less than 1/8" per foot.
- D. Formwork Shop Drawings (As Required): Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.
  - 1. Shoring and reshoring: indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.
- E. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
  - 1. Location of construction joints is subject to approval of the Architect.
- F. Qualification Data: For Installer, manufacturer, and testing agency.
- G. Material Certificates: For each of the following, signed by manufacturers:
  - 1. Cementitious materials.
  - 2. Aggregates
  - 3. Admixtures.
  - 4. Form materials and form-release agents.
  - 5. Steel reinforcement and accessories.
  - 6. Fiber reinforcement.
  - 7. Curing and sealing compounds.
  - 8. Bonding agents.
  - 9. Adhesives.
  - 10. Vapor barriers.
- H. Material Test Reports: For the following, from a qualified testing agency:
  - 1. Aggregates (fine and coarse): Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.
- I. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.

## 1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.

- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
  - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
  - 2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

# 1.7 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

## 1.8 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 301 and ACI 306.1 and as follows.
  - 1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
  - 2. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
  - 3. Do not use frozen materials or materials containing ice or snow.
  - 4. Do not place concrete in contact with surfaces less than 35 deg F, other than reinforcing steel
  - 5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:
  - 1. Maintain concrete temperature at time of discharge to not exceed 95 deg F.
  - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

## PART 2 - PRODUCTS

## 2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 301.
  - 2. ACI 305.1
  - 3. ACI 306.1
  - 4. ACI 117.
  - 5. ACI 315.
  - 6. CRSI "Manual of Standard Practice."
  - 7. ACI 318.

## 2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
  - 1. Plywood, metal, or other approved panel materials.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- D. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
  - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- E. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
  - 1. Furnish units that leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
  - 2. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in concrete surface.
  - 3. Furnish plastic or galvanized ties for concrete permanently exposed to weather.

## 2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064, plain, fabricated from as-drawn steel wire into flat sheets.

C. Joint Dowel Bars: ASTM A 615/A 615 M, Grade 60, plain-steel bars, cut true to length with ends square and free of burs

## 2.4 REINFORCEMENT ACCESSORIES

A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete.

## 2.5 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

#### 2.6 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- B. Cementitious Materials:
  - 1. Portland Cement: ASTM C 150/C 150M, Type I/II.
  - 2. Fly Ash: ASTM C 618, Class F.
- C. Normal-Weight Aggregates: ASTM C 33, Class 3M coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.
  - 1. Maximum Coarse-Aggregate Size: 1 inch nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- D. Lightweight Aggregate: ASTM C 330, 1/2-inch nominal maximum aggregate size.
- E. Air-Entraining Admixture: ASTM C 260.
- F. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
  - 1. Water-Reducing Admixture: ASTM C 494, Type A.
  - 2. Retarding Admixture: ASTM C 494, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.
- G. Water: ASTM C 94/C 94M.

H. Moisture Vapor Reduction Admixtures (MVRA): Provide moisture vapor reduction admixture in all interior concrete floor slabs (on ground or elevated). Provide in quantity as recommended by the manufacturer for full warranty.

## 2.7 FIBER REINFORCEMENT

A. Synthetic Monofilament Micro-Fiber: Monofilament polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C1116/C1116M, Type III, 1/2 to 1-1/2 inches long.

# 2.8 VAPOR BARRIER

- A. Sheet Vapor Barrier: ASTM E 1745, Class A, with maximum perm rating of 0.01. Include manufacturer's recommended adhesive or pressure-sensitive tape.
- B. Water Vapor Permeance: ASTM F 1249 Test Method for Water Vapor Transmission Rate Through Plastic Film and Sheeting Using Modulated Infrared Sensor.
- C. Puncture Resistance: ASTM D 1709 Test Methods for Impact Resistance of Plastic Film by Free-Falling Dart Method.
- D. Tensile Strength: ASTM D 882 Test Method for Tensile Properties of Thin Plastic Sheeting.
- E. Thickness: ACI 302.1R-04 not less than 15 mils thick.

## 2.9 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
- G. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

## 2.10 GRANULAR FILL MATERIALS

A. Granular Fill: Clean mixture of crushed stone or crushed or uncrushed gravel; ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

## 2.11 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Bonding Agent: ASTM C 1059/C 1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

### 2.12 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
  - 1. Cement Binder: ASTM C 150/C 150M, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
  - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
  - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
  - 4. Compressive Strength: Not less than 4100 psi at 28 days when tested according to ASTM C 109/C 109M.
- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.
  - 1. Cement Binder: ASTM C 150/C 150M, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
  - 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
  - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
  - 4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109/C 109M.

## 2.13 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
  - 1. Fly Ash or Other Pozzolans: 25 percent by mass.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.3 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing, high-range water-reducing, or plasticizing admixture in concrete, as required, for placement and workability.
  - 2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  - 3. Use water-reducing admixture in pumped concrete and concrete with a w/c ratio below 0.50.

## 2.14 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Suspended Slabs and Stairs: Normal-weight concrete.
  - 1. Exposure Class: ACI 318 F2, S1, W1, C2
  - 2. Minimum Compressive Strength: 4000 psi at 28 days.
  - 3. Maximum W/C Ratio: 0.45
  - 4. Slump Limit: 5 inches, plus or minus 1 inch.
  - 5. Exposure Class F2: 6.0 percent, plus or minus 1.5 percent at point of placement for concrete containing 1-inch nominal maximum aggregate size.

## 2.15 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice.

## 2.16 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
  - 1. Limit mixing and delivery time to 1-1/2 hours
  - 2. Maximum allowable temperature of concrete: 95 deg F
  - 3. Minimum allowable temperature of concrete: per cold weather concrete specifications
  - 4. Discard concrete that exceeds the maximum mixing and delivery time or the maximum allowable temperature.
  - 5. Project-Site Mixing: Not Allowed.

## PART 3 - EXECUTION

## 3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
  - 1. Class A, 1/8 inch for smooth-formed finished surfaces.
  - 2. Class B, 1/4 inch for rough-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
  - 1. Install keyways, recesses, and the like, for easy removal.
  - 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. Form openings, chases, offsets, sinkages, keyways, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

## 3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.

## 3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 48 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material are not acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

## 3.4 VAPOR-BARRIER INSTALLATION

- A. Sheet Vapor Barrier: Place, protect, and repair sheet vapor barrier according to ASTM E 1643 and manufacturer's written instructions.
  - 1. Lap joints 6 inches and seal with manufacturer's recommended tape.

## 3.5 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
  - 1. Do not cut or puncture vapor barrier. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

#### 3.6 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
  - 1. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
  - 2. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least onefourth of concrete thickness as follows:
  - 1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

## 3.7 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
  - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  - 1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
  - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
  - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

- D. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
  - 1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 2. Maintain reinforcement in position on chairs during concrete placement.
  - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  - 4. Slope surfaces uniformly to drains where required.
  - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- E. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
  - 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
  - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- F. Hot-Weather Placement: Comply with ACI 301 and as follows:
  - 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

#### 3.8 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. Apply to concrete surfaces not exposed to public view
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. Apply to concrete surfaces exposed to public view.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent

formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

- D. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete or exposed portions of retaining wall or where indicated elsewhere:
  - 1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
  - 2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part Portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white Portland cement in amounts determined by trial patched so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.

#### 3.9 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
  - 1. Apply float finish to surfaces to receive trowel finish.
- C. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
  - 1. Apply a trowel finish to surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
  - 2. Finish surfaces to the following tolerances, according to ASTM E 1155, for a randomly trafficked floor surface:
    - a. Specified overall values of flatness, F(F) 35; and of levelness, F(L) 25; with minimum local values of flatness, F(F) 24; and of levelness, F(L) 17; for slabs-ongrade.
- D. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thinset method. While concrete is still plastic, slightly scarify surface with a fine broom.
  - 1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.

- E. Broom Finish: Apply a broom finish to exterior concrete steps, ramps, and elsewhere as indicated.
  - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

#### 3.10 MISCELLANEOUS CONCRETE ITEM INSTALLATION

- A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with inplace construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Equipment Bases and Foundations:
  - 1. Coordinate sizes and locations of concrete bases with actual equipment provided.
  - 2. Minimum Compressive Strength: 3500 psi at 28 days.
  - 3. Construct concrete bases in accordance with details on the structural drawings.
  - 4. Install anchor bolts as required by the equipment manufacturer.
- C. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel finish concrete surfaces.

# 3.11 CONCRETE PROTECTING AND CURING

## A. General:

- 1. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305.1 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces including walls and piers. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

- a. Water.
- b. Continuous water-fog spray.
- c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
- 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
  - a. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies does not interfere with bonding of floor covering used on Project.
- 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
  - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.
- 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

# 3.12 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
  - 1. Defer joint filling until concrete has aged at least six month(s). Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.
- C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

# 3.13 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

- B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
  - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
  - 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar matches surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
  - 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
  - 1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
  - 2. After concrete has cured at least 14 days, correct high areas by grinding.
  - 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
  - 4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
  - 5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
  - 6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
  - 7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place

patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

## 3.14 SPECIAL INSPECTIONS

- A. Special Inspections will be performed by the Special Inspector or the Special Inspector's Agency.
- B. Verification and inspection of cast in place concrete construction shall be in accordance with the requirements of Section 1704.3 of North Carolina State Building Code 2018, and the following:
- C. Inspections:
  - 1. Steel reinforcement placement.
  - 2. Headed bolts and studs.
  - 3. Verification of use of required design mixture.
  - 4. Concrete placement, including conveying and depositing.
  - 5. Curing procedures and maintenance of curing temperature.
- D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
    - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
  - 3. Air Content: ASTM C 231/C 231M, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  - 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is between 40 deg F and 80 deg F, and one test for each composite sample. When air temperature is below 40 deg F or above 80 deg F, test temperature at time of delivery, at 55 minutes, at 65 minutes, at 75 minutes, and at 85 minutes.
  - 5. Compression Test Specimens: ASTM C 31/C 31M.
    - a. Cast and laboratory cure five standard 4x8 cylinder specimens for each composite sample.

- 6. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of three laboratory-cured specimens at 28 days.
  - a. A compressive-strength test shall be the average compressive strength from a set of three specimens obtained from same composite sample and tested at age indicated.
  - b. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- 7. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- 8. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- 9. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- F. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
- G. Measure floor and slab flatness and levelness according to ASTM E 1155 within 48 hours of finishing.

END OF SECTION 033000

## SECTION 047200 - CAST STONE MASONRY

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Trim units Cast stone window sill.
  - 2. Accessories.

### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. For cast stone trim units, include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show fabrication and installation details for cast stone units. Include dimensions, details of reinforcement and anchorages if any, and indication of finished faces.
  - 1. Include building elevations showing layout of units and locations of joints.
  - 2. Show direction of directional pattern, if any.
- C. Samples for Verification:
  - 1. For each trim shape required, 4 inches (100 mm) in length.

# 1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer of cast stone units similar to those indicated for this Project, that has sufficient production capacity to manufacture required units, and is a plant certified by CSI or APA.

# 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Coordinate delivery of cast stone with aluminum-framed storefront to avoid delaying the Work.
- B. Pack, handle, and ship cast stone units in suitable packs or pallets.
  - 1. Lift with wide-belt slings; do not use wire rope or ropes that might cause staining. Move cast stone units if required, using dollies with wood supports.
  - 2. Store cast stone units on wood skids or pallets with nonstaining, waterproof covers, securely tied. Arrange to distribute weight evenly and to prevent damage to units. Ventilate under covers to prevent condensation.

# 1.5 PROJECT CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Comply with cold-weather construction requirements in TMS 602.
  - 1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F (4 deg C) and above and will remain so until cast stone has dried, but no fewer than seven days after completing cleaning.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements in TMS 602.

#### PART 2 - PRODUCTS

# 2.1 MANUFACTURERS

A. Source Limitations for Cast Stone: Obtain cast stone units from single source from single manufacturer.

#### 2.2 CAST STONE MATERIALS

A. General: Comply with ASTM C1364.

## 2.3 CAST STONE UNITS

- A. Cast Stone Units: Comply with ASTM C1364.
  - 1. Units are manufactured using the manufacturer's selected method.
  - 2. Trim units include window sills.
    - a. Material Slate
    - b. Thickness -1"
    - c. Width -7"
    - d. Edge Condition Bullnose edge
- B. Fabricate units with sharp arris and accurately reproduced details, with indicated texture on all exposed surfaces unless otherwise indicated.
  - Fabricate sills in one piece unless otherwise indicated. Comply with solid-surfacematerial manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.
- C. Colors and Textures: As selected by Architect from manufacturer's full range.

#### 2.4 INSTALLATION MATERIALS

A. Adhesive: Product recommended by solid surface material manufacturer.

- 1. <u>Verify adhesives have a VOC</u> content of 70 g/L or less.
- 2. <u>Verify adhesive complies with the</u> testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, 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 ADJUSTING AND CLEANING

- A. Remove and replace stained and otherwise damaged units and units not matching approved Samples. Cast stone may be repaired if methods and results are approved by Architect.
- B. Replace units in a manner that results in cast stone matching approved Samples, complying with other requirements, and showing no evidence of replacement.
- C. In-Progress Cleaning: Clean cast stone as work progresses.
  - 1. Remove excess sealant immediately, including spills, smears, and spatter.
- D. Final Cleaning: After sealant is thoroughly set and cured, clean exposed cast stone as follows:
  - 1. Test cleaning methods on sample; leave one sample uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of cast stone.
  - 2. Protect adjacent surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
  - 3. Wet surfaces with water before applying cleaners; remove cleaners promptly by rinsing thoroughly with clear water.
  - 4. Clean cast stone by methods described in Cast Stone Institute Technical Bulletin #39.
  - 5. Clean cast stone with proprietary acidic cleaner applied according to manufacturer's written instructions.

#### END OF SECTION 047200

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#### SECTION 055000 - METAL FABRICATIONS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

#### A. Section Includes:

- 1. Miscellaneous framing and supports
- 2. Miscellaneous steel trim.
- 3. Shelf Angles
- 4. Abrasive metal nosings, treads, and thresholds.
- B. Products furnished, but not installed, under this Section include the following:
  - 1. Loose steel lintels.
  - 2. Steel weld plates and angles for casting into concrete for applications where they are not specified in other Sections.

#### 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:

- 1. Nonslip aggregates and nonslip-aggregate surface finishes.
- 2. Fasteners.
- 3. Shop primers.
- 4. Shrinkage-resisting grout.
- 5. Abrasive metal nosings, treads, and thresholds.
- 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. Loose steel lintels.
- C. Samples for Verification: For each type and finish of extruded nosing.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Mill Certificates: Signed by stainless steel manufacturers, certifying that products furnished comply with requirements.
- B. Welding certificates.
- C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.

# 1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel in accordance with the following welding codes:
  - 1. AWS D1.1/D1.1M, "Structural Welding Code Steel."
  - 2. AWS D1.2/D1.2M, "Structural Welding Code Aluminum."
  - 3. AWS D1.6/D1.6M, "Structural Welding Code Stainless Steel."

## 1.6 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls, floor slabs, decks, and other construction contiguous with metal fabrications by field measurements before fabrication.

# PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

# 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, Strip, and Plate: ASTM A240/A240M or ASTM A666, Type 304.
- D. Stainless Steel Bars and Shapes: ASTM A276/A276M, Type 304.
- E. Rolled-Steel Floor Plate: ASTM A786/A786M, rolled from plate complying with ASTM A36/A36M or ASTM A283/A283M, Grade C or D.
- F. Rolled-Stainless Steel Floor Plate: ASTM A793.
- G. Abrasive-Surface Floor Plate: Steel plate with abrasive material metallically bonded to steel.
  - 1. Source Limitations: Obtain floor plate from single source from single manufacturer.

- H. Steel Tubing: ASTM A500/A500M, cold-formed steel tubing.
- I. Steel Pipe: ASTM A53/A53M, Standard Weight (Schedule 40) unless otherwise indicated.
- J. Aluminum Plate and Sheet: ASTM B209 (ASTM B209M), Alloy 6061-T6.
- K. Aluminum Castings: ASTM B26/B26M, Alloy 443.0-F.
- L. Nickel Silver Extrusions: ASTM B151/B151M, Alloy UNS No. C74500.

# 2.3 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
  - 1. Provide stainless steel fasteners for fastening stainless steel.
  - 2. Provide bronze fasteners for fastening bronze.
- 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. High-Strength Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A325 (Grade A325M), Type 3, heavy-hex steel structural bolts; ASTM A563, Grade DH3, (ASTM A563M, Class 10S3) heavy-hex carbon-steel nuts; and where indicated, flat washers.
- D. Stainless Steel Bolts and Nuts: Regular hexagon-head annealed stainless steel bolts, ASTM F593 (ISO 3506-1); with hex nuts, ASTM F594 (ASTM F836M); and, where indicated, flat washers; Alloy Group 1 (A1).
- E. Anchor Bolts: ASTM F1554, Grade 36, of dimensions indicated; with nuts, ASTM A563 (ASTM A563M); and, where indicated, flat washers.
  - 1. Hot-dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.
- F. 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.
- G. Cast-in-Place Anchors in Concrete: Either threaded or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A47/A47M malleable iron or ASTM A27/A27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F2329/F2329M.
  - 1. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 (A1) stainless steel bolts, ASTM F593 (ISO 3506-1), and nuts, ASTM F594 (ASTM F836M).

# 2.4 MISCELLANEOUS MATERIALS

- A. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.
- B. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.
- C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.
- E. Shrinkage-Resistant Grout: Factory-packaged, nonmetallic, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

# 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 unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work with accurate angles and surfaces and straight edges.
- E. 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.
- F. 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.
- G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

- I. 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.
- J. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches, with a minimum 6-inch embedment and 2-inch hook, not less than 8 inches from ends and corners of units and 24 inches o.c., unless otherwise indicated.

#### 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.
  - 1. Furnish inserts for units installed after concrete is placed.
- C. Fabricate steel pipe columns for supporting wood frame construction from steel pipe with steel baseplates and top plates as indicated. Drill or punch baseplates and top plates for anchor and connection bolts and weld to pipe with fillet welds all around. Make welds the same size as pipe wall thickness unless otherwise indicated.
  - 1. Unless otherwise indicated, fabricate from Schedule 40 steel pipe.
  - 2. Unless otherwise indicated, provide 1/2-inch (12.7-mm) baseplates with four 5/8-inch (16-mm) anchor bolts and 1/4-inch (6.4-mm) top plates.
- D. Galvanize miscellaneous framing and supports where indicated.
- E. Prime miscellaneous framing and supports with primer specified in Section 099600 "High-Performance Coatings" where indicated.

#### 2.7 SHELF ANGLES

- A. Fabricate shelf angles from steel angles of sizes indicated and for attachment to concrete framing. Provide horizontally slotted holes to receive 3/4-inch (19-mm) bolts, spaced not more than 6 inches (150 mm) from ends and 24 inches (600 mm) o.c., unless otherwise indicated.
  - 1. Provide mitered and welded units at corners.
  - 2. Provide open joints in shelf angles at expansion and control joints. Make open joint approximately 2 inches (50 mm) larger than expansion or control joint.
- B. For cavity walls, provide vertical channel brackets to support angles from backup masonry and concrete.
- C. Galvanize shelf angles located in exterior walls.
- D. Prime shelf angles located in exterior walls with primer specified in Section 099600 "High-Performance Coatings."

E. Furnish wedge-type concrete inserts, complete with fasteners, to attach shelf angles to cast-in-place concrete.

# 2.8 MISCELLANEOUS STEEL TRIM

- A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars 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.
  - 1. Provide with integrally welded steel strap anchors for embedding in concrete or masonry construction.
- C. Galvanize and prime exterior miscellaneous steel trim.
- D. Prime exterior miscellaneous steel trim with primer specified in Section 099600 "High-Performance Coatings."

# 2.9 ABRASIVE METAL NOSINGS, TREADS, AND THRESHOLDS

- A. Cast-Metal Units: Cast aluminum, with an integral-abrasive, as-cast finish consisting of aluminum oxide, silicon carbide, or a combination of both. Fabricate units in lengths necessary to accurately fit openings or conditions.
  - 1. Source Limitations: Obtain units from single source from single manufacturer.
  - 2. Cross-hatched nosings, 1-1/2 inches wide, 3/8-inch- thick 1-1/2 inch lip, for casting into concrete.
- B. Provide anchors for embedding units in concrete, either integral or applied to units, as standard with manufacturer.
- C. Drill for mechanical anchors and countersink. Locate holes not more than 4 inches (100 mm) from ends and not more than 12 inches (300 mm) o.c., evenly spaced between ends, unless otherwise indicated. Provide closer spacing if recommended by manufacturer.
  - 1. Provide two rows of holes for units more than 5 inches (125 mm) wide, with two holes aligned at ends and intermediate holes staggered.
- D. Apply bituminous paint to concealed surfaces of cast-metal units.
- E. Apply clear lacquer to concealed surfaces of extruded units.

## 2.10 LOOSE STEEL LINTELS

A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated. Fabricate in single lengths for each opening unless otherwise indicated. Weld adjoining members together to form a single unit where indicated.

- B. Size loose lintels to provide bearing length at each side of openings equal to one-twelfth of clear span, but not less than 8 inches unless otherwise indicated.
- C. Galvanize and prime loose steel lintels located in exterior walls.
- D. Prime loose steel lintels located in exterior walls with primer specified in Section 099600 "High-Performance Coatings."

#### 2.11 STEEL WELD PLATES AND ANGLES

A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

# 2.12 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.

# 2.13 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A153/A153M for steel and iron hardware and with ASTM A123/A123M for other steel and iron products.
  - 1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
- B. Preparation for Shop Priming Galvanized Items: After galvanizing, thoroughly clean galvanized surfaces of grease, dirt, oil, flux, and other foreign matter, and treat with metallic phosphate process.
- C. Shop prime iron and steel items not indicated to be galvanized unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.
  - 1. Shop prime with [universal shop primer] [primers specified in Section 099113 "Exterior Painting"] [primers specified in Section 099123 "Interior Painting"] unless [zinc-rich primer is] [primers specified in Section 099600 "High-Performance Coatings" are] indicated.
- D. Preparation for Shop Priming: Prepare surfaces to comply with requirements indicated below:
  - 1. Exterior Items: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
  - 2. Items Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
  - 3. Items Indicated to Receive Primers Specified in Section 099600 "High-Performance Coatings": SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
  - 4. Other Steel Items: SSPC-SP 3, "Power Tool Cleaning."

- 5. Galvanized-Steel Items: SSPC-SP 16, "Brush-off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals."
- E. 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.
  - 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

#### 2.14 ALUMINUM FINISHES

- A. As-Fabricated Finish: AA-M12.
- B. Clear Anodic Finish: AAMA 611, Class I, AA-M12C22A41.

#### 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. Field Welding: Comply with the following requirements:
  - 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.
- D. 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.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.
- F. Corrosion Protection: Coat concealed surfaces of aluminum that come into contact with grout, concrete, masonry, wood, or dissimilar metals with the following:

- 1. Cast Aluminum: Heavy coat of bituminous paint.
- 2. Extruded Aluminum: Two coats of clear lacquer.

## 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.
- B. Support steel girders on solid grouted masonry, concrete, or steel pipe columns. Secure girders with anchor bolts embedded in grouted masonry or concrete or with bolts through top plates of pipe columns.
  - 1. Where grout space under bearing plates is indicated for girders supported on concrete or masonry, install as specified in "Installing Bearing and Leveling Plates" Article.
- C. Install pipe columns on concrete footings with grouted baseplates. Position and grout column baseplates as specified in "Installation of Bearing and Leveling Plates" Article.
  - 1. Grout baseplates of columns supporting steel girders after girders are installed and leveled.

#### 3.3 INSTALLATION OF SHELF ANGLES

A. Install shelf angles as required to keep masonry level, at correct elevation, and flush with vertical plane.

## 3.4 INSTALLATION OF MISCELLANEOUS STEEL TRIM

A. Anchor to concrete construction to comply with manufacturer's written instructions.

# 3.5 INSTALLATION OF ABRASIVE METAL NOSINGS, TREADS, AND THRESHOLDS

- A. Center nosings on tread widths unless otherwise indicated.
- B. For nosings embedded in concrete steps or curbs, align nosings flush with riser faces and level with tread surfaces.
- C. Seal thresholds exposed to exterior with elastomeric sealant complying with Section 079200 "Joint Sealants" to provide a watertight installation.

## 3.6 REPAIRS

- A. Touchup Painting:
  - Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shoppainted surfaces.

- a. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.
- 2. Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Section 099113 "Exterior Painting."
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780/A780M.

END OF SECTION 055000

#### SECTION 055213 - PIPE AND TUBE RAILINGS

#### 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. Steel railings.

#### 1.3 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorages for railings. 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.

## 1.4 ACTION SUBMITTALS

## A. Product Data:

- 1. Fasteners.
- 2. Post-installed anchors.
- 3. Handrail brackets.
- 4. Shop primer.
- 5. Intermediate coats and topcoats.
- 6. Bituminous paint.
- 7. Nonshrink, nonmetallic grout.
- 8. Metal finishes.
- 9. Paint products.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- C. Delegated-Design Submittal: For railings, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

# 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For delegated-design professional engineer.
- B. Welding certificates.
- C. Product Test Reports: For tests on railings performed by a qualified testing agency, in accordance with ASTM E894 and ASTM E935.

# 1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel in accordance with the following:
  - 1. AWS D1.1/D1.1M, "Structural Welding Code Steel."
  - 2. AWS D1.2/D1.2M, "Structural Welding Code Aluminum."
  - 3. AWS D1.6/D1.6M, "Structural Welding Code Stainless Steel."

# 1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect mechanical finishes on exposed surfaces of railings from damage by applying a strippable, temporary protective covering before shipping.

#### 1.8 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication.

## PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design railings, including attachment to building construction.
- B. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  - 1. Handrails and Top Rails of Guards:
    - a. Uniform load of 50 lbf/ft. applied in any direction.
    - b. Concentrated load of 250 lbf applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  - 2. Infill of Guards:
    - a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft..
    - b. Infill load and other loads need not be assumed to act concurrently.

# 2.2 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.
  - 1. Provide one piece cast iron hand rail wall mounting brackets. Brackets to be fabricated with 2 3/4 inch diameter round wall plate with holes for exposed fasteners and rounded rail support arm. Bracket to have radius rail seat for welded attachment of rail. Bracket to hold rail center 2 ½ inches from wall. Acceptable products include but are not limited to model 382 by Julius Blum, Inc.

#### 2.3 STEEL RAILINGS

- A. Source Limitations: Obtain each type of railing from single source from single manufacturer.
- B. Tubing: ASTM A500/A500M (cold formed).
- C. Pipe: ASTM A53/A53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.
  - 1. Provide galvanized finish for exterior installations and where indicated.
- D. Plates, Shapes, and Bars: ASTM A36/A36M.

#### 2.4 FASTENERS

#### A. Fastener Materials:

- 1. Ungalvanized-Steel Railing Components: Plated steel fasteners complying with ASTM F1941, Class Fe/Zn 5 for zinc coating.
- 2. Hot-Dip Galvanized Railing Components: Type 304 stainless steel or hot-dip zinc-coated steel fasteners complying with ASTM A153/A153M or ASTM F2329/F2329M for zinc coating.
- 3. Finish exposed fasteners to match appearance, including color and texture, of railings.
- B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction and capable of withstanding design loads.
- C. Fasteners for Interconnecting Railing Components:
  - 1. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated.

- D. Post-Installed Anchors: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC193.
  - 1. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 2 stainless steel bolts, ASTM F593, and nuts, ASTM F594.

#### 2.5 MISCELLANEOUS MATERIALS

- A. Handrail Brackets: Cast iron center of handrail 2-1/4 inches from face of railing or wall.
- B. Welding Rods and Bare Electrodes: Select in accordance with AWS specifications for metal alloy welded.
- C. Etching Cleaner for Galvanized Metal: Complying with MPI#25.
- D. Galvanizing Repair Paint: High-zinc-dust-content paint, complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- E. Shop Primers: Provide primers that comply with Section 099600 "High-Performance Coatings."
- F. 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.
- G. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.
- H. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.
- I. Intermediate Coats and Topcoats: Provide products that comply with Section 099600 "High-Performance Coatings."
- J. Bituminous Paint: Cold-applied asphalt emulsion, complying with ASTM D1187/D1187M.
- K. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout, complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

# 2.6 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Shop assemble railings to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations.
  - 1. Clearly mark units for reassembly and coordinated installation.

- 2. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately.
  - 1. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated.
  - 2. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that are exposed to weather in a manner that excludes water.
  - 1. Provide weep holes where water may accumulate.
  - 2. Locate weep holes in inconspicuous locations.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded connections unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
  - 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 flux immediately.
  - 4. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Finish #1 welds; ornamental quality with no evidence of a welded joint
- I. Welded Connections for Aluminum Pipe: Fabricate railings to interconnect members with concealed internal welds that eliminate surface grinding, using manufacturer's standard system of sleeve and socket fittings.
- J. Form changes in direction as follows:
  - 1. As detailed.
  - 2. By bending or .
  - 3. By radius bends of radius indicated or .
  - 4. By bending to smallest radius that will not result in distortion of railing member.
- K. Bend members in jigs to produce uniform curvature for each configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- L. Close exposed ends of hollow railing members with prefabricated cap and end fittings of same metal and finish as railings.
- M. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.

- N. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
  - 1. At brackets and fittings fastened to plaster or gypsum board partitions, provide crushresistant fillers or other means to transfer loads through wall finishes to structural supports and prevent bracket or fitting rotation and crushing of substrate.
- O. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work.
  - 1. Fabricate anchorage devices capable of withstanding loads imposed by railings.
  - 2. Coordinate anchorage devices with supporting structure.
- P. For railing posts set in concrete, provide stainless steel sleeves not less than 6 inches long with inside dimensions not less than 1/2 inch greater than outside dimensions of post, with metal plate forming bottom closure.
- Q. Toe Boards: Where indicated, provide toe boards at railings around openings and at edge of open-sided floors and platforms. Fabricate to dimensions and details indicated.

#### 2.7 STEEL AND IRON FINISHES

- A. Galvanized Railings:
  - 1. Hot-dip galvanize exterior steel railings, including hardware, after fabrication.
  - 2. Comply with ASTM A123/A123M for hot-dip galvanized railings.
  - 3. Comply with ASTM A153/A153M for hot-dip galvanized hardware.
  - 4. Do not quench or apply post-galvanizing treatments that might interfere with paint adhesion.
  - 5. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
- B. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.
- C. Preparing Galvanized Railings for Shop Priming: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with etching cleaner and as follows.
  - 1. Comply with SSPC-SP 16.
- D. For nongalvanized-steel railings, provide nongalvanized ferrous-metal fittings, brackets, fasteners, and sleeves; however, hot-dip galvanize anchors to be embedded in exterior concrete or masonry.
- E. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with requirements indicated below:
  - 1. Railings Indicated To Receive Primers Specified in Section 099600 "High-Performance Coatings": SSPC-SP 6/NACE No. 3.

- F. Primer Application: Apply shop primer to prepared surfaces of railings unless otherwise indicated. Comply with requirements in SSPC-PA 1 for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.
  - 1. Shop prime uncoated railings with universal shop primer unless primers specified in Section 099600 "High-Performance Coatings" are indicated.
- G. Shop-Painted Finish: Comply with Section 099600 "High-Performance Coatings."
  - 1. Color: As selected by Architect from manufacturer's full range.

## PART 3 - EXECUTION

# 3.1 EXAMINATION

A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements are clearly marked for Installer. Locate reinforcements and mark locations if not already done.

#### 3.2 INSTALLATION, GENERAL

- A. Perform cutting, drilling, and fitting required for installing railings.
  - 1. Fit exposed connections together to form tight, hairline joints.
  - 2. Install railings level, plumb, square, true to line; without distortion, warp, or rack.
  - 3. Set railings accurately in location, alignment, and elevation; measured from established lines and levels
  - 4. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
  - 5. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
  - 6. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.
- B. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
  - 1. Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- C. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- D. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

#### 3.3 RAILING CONNECTIONS

- A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article, whether welding is performed in the shop or in the field.
- B. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve, extending 2 inches beyond joint on either side; fasten internal sleeve securely to one side; and locate joint within 6 inches of post.

#### 3.4 ANCHORING POSTS

- A. Use stainless steel pipe sleeves preset and anchored into concrete for installing posts. After posts are inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions.
- B. Form or core-drill holes not less than 5 inches deep and 3/4 inch larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions.
- C. Leave anchorage joint exposed with anchoring material flush with adjacent surface.

## 3.5 ATTACHING RAILINGS

- A. Attach handrails to walls with wall brackets. Provide brackets with 1-1/2-inch clearance from inside face of handrail and finished wall surface.
  - 1. Use type of bracket with predrilled hole for exposed bolt anchorage.
  - 2. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.

## 3.6 REPAIR

# A. Touchup Painting:

- 1. Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
  - a. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.
- B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in

# 3.7 CLEANING

- A. Clean by washing thoroughly with clean water and soap and rinsing with clean water.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A780/A780M.

# 3.8 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period, so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION 055213

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#### 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.

#### 1.3 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal size or greater but less than 5 inches nominal size in least dimension.
- C. Exposed Framing: Framing not concealed by other construction.
- D. Timber: Lumber of 5 inches nominal size or greater in least dimension.

#### 1.4 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 D5664.
  - 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.
- B. Fastener Patterns: Full-size templates for fasteners in exposed framing.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
  - 1. Wood-preservative-treated wood.
  - 2. Fire-retardant-treated wood.
  - 3. Engineered wood products.
  - 4. Shear panels.
  - 5. Power-driven fasteners.
  - 6. Post-installed anchors.
  - 7. Metal framing anchors.

# 1.6 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.

# 1.7 DELIVERY, STORAGE, AND HANDLING

A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products 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: Comply with DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber 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.
- B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.
- C. 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, as published by manufacturer, shall 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: AWPA U1; Use Category UC2.
  - Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
  - 2. For exposed items indicated to receive a stained or natural finish, chemical formulations shall not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- 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 items indicated on Drawings, and the following:
  - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
  - 3. Wood framing members that are less than 18 inches above the ground in crawlspaces or unexcavated areas.

#### 2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any of the following species: the following species:
  - 1. Mixed southern pine or southern pine; SPIB.
  - 2. Western woods; WCLIB or WWPA.
- C. 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.
- D. 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.
- E. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

#### 2.4 FASTENERS

A. General: Fasteners shall be of size and type indicated and shall 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 fasteners of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

#### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- C. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- D. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- E. Do not splice structural members between supports unless otherwise indicated.
- F. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- G. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- H. 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.
- I. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
- J. 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 INSTALLATION OF WOOD BLOCKING AND NAILERS

- 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.

#### 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

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#### SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

### 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. Manufactured reglets.
- 2. Formed wall sheet metal fabrications.

### B. Related Requirements:

- 1. Division 04 Section "Unit Masonry" for masonry units and accessories.
- 2. Division 06 Section "Rough Carpentry" for wood nailers, curbs, and blocking.
- 3. Division 07 Section "Joint Sealants" for field-applied sheet metal flashing and trim sealants.

#### 1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review modification procedures for existing wall panels and panel flashing.
  - 2. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 3. Review requirements for insurance and certificates if applicable.
  - 4. Review sheet metal flashing observation and repair procedures after flashing installation.

## 1.5 ACTION SUBMITTALS

#### A. Product Data:

- 1. Wall sheet metal fabrications.
- 2. Miscellaneous sheet metal fabrications.

### B. Product Data Submittals:

- 1. Underlayment materials.
- 2. Elastomeric sealant.
- 3. Butyl sealant.
- 4. Epoxy seam sealer.

# C. Shop Drawings: For sheet metal flashing and trim.

- 1. Include plans, elevations, sections, and attachment details.
- 2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled Work.
- 3. Include identification of material, thickness, weight, and finish for each item and location in Project.
- 4. Include details for forming, including profiles, shapes, seams, and dimensions.
- 5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
- 6. Include details of termination points and assemblies.
- 7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
- 8. Include details of special conditions.
- 9. Include details of connections to adjoining work.
- 10. Detail formed flashing and trim at scale of not less than 3 inches per 12 inches.
- Samples: For each exposed product and for each color and texture specified, 12 inches long by actual width.

### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.
- B. Product Test Reports: For each product, for tests performed by a qualified testing agency.

### 1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.
- B. Special warranty.

## 1.8 QUALITY ASSURANCE

A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

## 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.
  - 1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
  - 2. Protect stored sheet metal flashing and trim from contact with water.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

#### 1.10 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
    - b. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

### PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

# 2.2 SHEET METALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Material Thickness Requirements Standard Sheet Metal Gauges.
- C. Stainless Steel Sheet: ASTM A240/A240M, Type 304, dead soft, fully annealed; with smooth, flat surface.

- 1. Finish: ASTM A480/A480M, No. 2D (dull, cold rolled) ASTM A480/A480M, No. 3 (coarse, polished directional satin).
  - a. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.
  - b. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
    - 1) Run grain of directional finishes with long dimension of each piece.
    - 2) When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
- 2. Thickness: 0.019 inches (26 gauge) minimum.
- 3. Foil-faced, rolled flashing will not be accepted.
- 4. Locations: Use where indicated on Drawings.

### 2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Sheet Underlayment: Minimum 30 mils thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer in accordance with underlayment manufacturer's written instructions.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Carlisle WIP Products; a brand of Carlisle Construction Materials.
    - b. Metal-Fab Manufacturing, a Drexel Metals Company.
    - c. Owens Corning.
  - 2. Source Limitations: Obtain underlayment from single source from single manufacturer.
  - 3. Low-Temperature Flexibility: ASTM D1970/D1970M; passes after testing at minus 20 deg F or lower.

#### 2.4 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
  - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
    - b. Blind Fasteners: Stainless steel rivets suitable for metal being fastened.
    - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
  - 2. Fasteners for Stainless Steel Sheet: Series 300 stainless steel.
  - 3. Fasteners for masonry substrates: ¼ inch by length required for 1 inch penetration into masonry, expansion type anchor with stainless steel nail. Rawl Zamac Nailin fastener or equal.
- C. Solder:

- For Stainless Steel: ASTM B32, Grade Sn60 Grade Sn96, with acid flux of type recommended by stainless steel sheet manufacturer.
- D. Elastomeric Sealant: ASTM C920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- F. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187/D1187M.
- G. Asphalt Roofing Cement: ASTM D4586, asbestos free, of consistency required for application.
- H. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and -welded corners and junctions and with interlocking counterflashing on exterior face, of same metal as reglet.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Cheney Flashing Company.
    - b. Fry Reglet Corporation.
    - c. Hohmann & Barnard, Inc.
    - d. Keystone Flashing Company, Inc.
    - e. National Sheet Metal Systems, Inc.
  - 2. Source Limitations: Obtain reglets from single source from single manufacturer.
  - 3. Material: Stainless steel, 0.0188 inch thick.
  - 4. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
  - 5. Accessories:
    - a. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing's lower edge.
  - 6. Finish: 2D Dull, Type 304.

### 2.5 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
  - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  - 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  - 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
  - 4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  - 5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances:

- 1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
  - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
  - 2. Use lapped expansion joints only where indicated on Drawings.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- G. Seams:
  - 1. Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
  - 2. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- H. Do not use graphite pencils to mark metal surfaces.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
  - 1. Verify compliance with requirements for installation tolerances of substrates.
  - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
  - 3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION OF UNDERLAYMENT

- A. Self-Adhering, High-Temperature Sheet Underlayment:
  - 1. Install self-adhering, high-temperature sheet underlayment; wrinkle free.
  - 2. Prime substrate if recommended by underlayment manufacturer.
  - 3. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures.
  - 4. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses.

- 5. Overlap side edges not less than 3-1/2 inches. Roll laps and edges with roller.
- 6. Roll laps and edges with roller.
- 7. Cover underlayment within 14 days.

#### 3.3 INSTALLATION, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.
  - 1. Install fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder welds sealant.
  - 3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
  - 4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
  - 5. Install continuous cleats with fasteners spaced not more than 12 inches o.c.
  - 6. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
  - 7. Do not field cut sheet metal flashing and trim by torch.
  - 8. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
  - 1. Coat concealed side of stainless steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
  - 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
  - 1. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
  - 2. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
  - 3. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
  - 1. Use sealant-filled joints unless otherwise indicated.
    - a. Embed hooked flanges of joint members not less than 1 inch into sealant.
    - b. Form joints to completely conceal sealant.
    - c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.

- d. Adjust setting proportionately for installation at higher ambient temperatures.
  - Do not install sealant-type joints at temperatures below 40 deg F.
- 2. Prepare joints and apply sealants to comply with requirements in Section 07 92 00 "Joint Sealants."
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter.
  - 1. Pretin edges of sheets with solder to width of 1-1/2 inches; however, reduce pretinning where pretinned surface would show in completed Work.
  - 2. Do not solder metallic-coated steel sheet.
  - 3. Do not use torches for soldering.
  - 4. Heat surfaces to receive solder, and flow solder into joint.
    - a. Fill joint completely.
    - b. Completely remove flux and spatter from exposed surfaces.
  - 5. Stainless Steel Soldering:
    - a. Tin edges of uncoated sheets, using solder for stainless steel and acid flux.
    - b. Promptly remove acid-flux residue from metal after tinning and soldering.
    - c. Comply with solder manufacturer's recommended methods for cleaning and neutralization.

#### 3.4 INSTALLATION OF WALL FLASHINGS

- A. Install sheet metal wall flashing to intercept and exclude penetrating moisture in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Through-Wall Flashing: Installation of flexible flashing is specified in Division 07 Section "Self-Adhering Flexible Flashing."

#### 3.5 WALL COUNTERFLASHING INSTALLATION

- A. Install new stainless steel counterflashing at stainless steel through-wall flashing where indicated in Drawings.
- B. Installation of through-wall flashing above the roof level is specified in Division 07 Section "Sheet Metal Flashing and Trim for Roofing"
- C. Refer to SMACNA Architectural Sheet Metal Manual Figures 4-3A, 4-3B, 4-3E and specification details.
- D. At through-wall flashings and monitors, insert upper edge in metal receiver. Bend receiver neatly and snugly to face of counterflashing.
- E. Notch and lap joints and inside corners. Notch and solder outside corners. Do not rivet or otherwise secure joints and corners.
- F. Lap ends 4 inches. Crimp hem of overlapping section around hem of underlapping section.

#### 3.6 INSTALLATION OF MISCELLANEOUS FLASHING

- A. Equipment Support Flashing:
  - 1. Coordinate installation of equipment support flashing with installation of roofing and equipment.
  - 2. Weld or seal flashing with elastomeric sealant to equipment support member.

## B. Overhead-Piping Safety Pans:

- 1. Suspend pans from structure above, independent of other overhead items such as equipment, piping, and conduit, unless otherwise indicated on Drawings.
- 2. Pipe and install drain line to plumbing waste or drainage system.

### 3.7 INSTALLATION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

### 3.8 CLEANING

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.

### 3.9 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.
- B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.
- C. Maintain sheet metal flashing and trim in clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION 07 62 00

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#### 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. Mildew-resistant joint sealants.
  - 2. Latex joint sealants.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Sustainable Design Submittals:
  - 1. Product Data: For sealants, indicating VOC content.
  - Laboratory Test Reports: For sealants, indicating compliance with requirements for low-emitting materials.
- C. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- D. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- E. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

# 1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each kind of joint sealant, for tests performed by a qualified testing agency.
- B. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
- C. Field Quality-Control Reports: For field-adhesion-test reports, for each sealant application tested.
- D. Sample warranties.

### 1.5 PRECONSTRUCTION TESTING

- A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
  - 1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
  - 2. Conduct field tests for each kind of sealant and joint substrate.
  - 3. Notify Architect seven days in advance of dates and times when test joints will be erected.
  - 4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
    - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
      - 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.
  - 5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
  - 6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

#### 1.6 FIELD 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.
  - 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.

### 1.7 WARRANTY

- A. Special Installer's Warranty: 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: 2 years from date of Final Acceptance.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: 20 years from date of Final Acceptance.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
  - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.

- 2. Disintegration of joint substrates from 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 SOURCE LIMITATIONS

A. Obtain joint sealants from single manufacturer for each sealant type.

### 2.2 JOINT SEALANTS, 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. VOC Content: Verify sealants and sealant primers comply with the following:
  - 1. Architectural sealants have a VOC content of 250 g/L or less.
  - 2. Sealants and sealant primers for nonporous substrates have a VOC content of 250 g/L or less.
  - 3. Sealants and sealant primers for porous substrates have a VOC content of 775 g/L or less.
- C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

### 2.3 MILDEW-RESISTANT JOINT SEALANTS

- A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.
- B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.

#### 2.4 LATEX JOINT SEALANTS

- A. For interior use only.
- B. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. May National Associates, Inc.; a subsidiary of Sika Corporation.
    - b. Pecora Corporation.
    - c. Tremco Incorporated.

### 2.5 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and 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.

#### 2.6 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: Nonstaining, 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 performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. 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.
    - d. Exterior insulation and finish systems.

- 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. Porcelain enamel.
  - d. Glazed surfaces of ceramic tile.
- B. 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.
- C. 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.

### 3.3 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 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.
- E. Tooling of Nonsag 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.
  - 4. Provide flush joint profile at where indicated according to Figure 8B in ASTM C 1193.
  - 5. Provide recessed joint configuration of recess depth and at where indicated according to Figure 8C in ASTM C 1193.

a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

### 3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
  - 1. Extent of Testing: Test completed and cured sealant joints as follows:
    - a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
    - b. Perform one test for each 1000 feet of joint length thereafter or one test per each floor per elevation.
  - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
    - a. 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.
  - 3. Inspect tested joints and report on the following:
    - a. Whether sealants filled joint cavities and are free of voids.
    - b. Whether sealant dimensions and configurations comply with specified requirements.
    - c. 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.
  - 4. 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.
  - 5. 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.
- B. 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.

## 3.5 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.

# 3.6 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 Final Acceptance. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

# 3.7 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
  - 1. Joint Locations:
    - a. Perimeter joints between exterior wall surfaces and frames of exterior door, windows and louvers.
    - b. Other joints as indicated on Drawings.
  - 2. Joint Sealant: Silicone, mildew resistant, acid curing, S, NS, 25, NT.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement.
  - 1. Joint Locations:
    - a. Control joints on exposed interior surfaces of exterior walls.
    - b. Perimeter joints between interior wall surfaces and frames of interior painted doors, windows and elevator entrances.
    - c. Other joints as indicated on Drawings.
  - 2. Joint Sealant: Acrylic latex.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 079200

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### SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

### PART 1 - GENERAL

- 1.1 SUMMARY
- A. Section Includes:
  - 1. Aluminum-framed entrance and storefront systems.
- B. Related Requirements
- 1.2 PREINSTALLATION MEETINGS
- A. Preinstallation Conference: Conduct conference at Project site.
- 1.3 ACTION SUBMITTALS
- A. Product Data:
  - 1. Aluminum-framed entrance and storefront systems.
- B. Product Data Submittals: For each product.
  - 1. Construction details, material descriptions, dimensions of individual components and profiles, and finishes.
  - 2. Operating characteristics, electrical characteristics, and furnished accessories.
- C. Shop Drawings:
  - 1. Plans, elevations, sections, full-size details, and attachments to other work.
  - 2. Details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
  - 3. Full-size isometric details of each type of vertical-to-horizontal intersection of aluminum-framed entrance and storefront systems, showing the following:
    - a. Joinery, including concealed welds.
    - b. Anchorage.
    - c. Expansion provisions.
    - d. Glazing.
    - e. Flashing and drainage.
  - 4. Connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
- D. Samples for Initial Selection: Manufacturer's standard color sheets, showing full range of available colors for each type of exposed finish.

E. Delegated Design Submittals: For aluminum-framed entrances and storefront systems, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Statements:
  - 1. For Installer.
- B. Product Test Reports: For aluminum-framed entrances and storefronts, for tests performed by manufacturer and witnessed by a qualified testing agency.
- C. Sample Warranties: For aluminum-framed entrance and storefront systems.
- D. Manufacturer's written installation instructions.

### 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For aluminum-framed entrance and storefront systems.
- B. Maintenance Data for Structural Sealant: For structural-sealant-glazed storefront. Include ASTM C1401 recommendations for post-installation-phase quality-control program.

### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications:
  - 1. Entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
  - 1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

### 1.7 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of aluminum-framed entrance and storefront systems that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including, but not limited to, excessive deflection.
    - b. Noise or vibration created by wind and thermal and structural movements.
    - c. Deterioration of metals and other materials beyond normal weathering.
    - d. Water penetration through fixed glazing and framing areas.

- e. Failure of operating components.
- 2. Warranty Period: 10 years from date of Substantial Completion.
- B. Special Finish Warranty, Anodized Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of anodized finishes within specified warranty period.
  - 1. Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Warranty Period: 10 years from date of Substantial Completion.

### PART 2 - PRODUCTS

## 2.1 SOURCE LIMITATIONS

A. Obtain all components of aluminum-framed entrance and storefront system, including framing and accessories, from single manufacturer.

# 2.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design aluminum-framed entrance and storefront systems.
- B. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrances and storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction. Provide aluminum-framed storefront, including anchorage, capable of withstanding, without failure, the effects of the following.
  - 1. Structural loads.
  - 2. Thermal movements.
  - 3. Movements of supporting structure including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
  - 4. Dimensional tolerances of building frame and other adjacent construction.
  - 5. Failure also includes the following:
    - a. Deflection exceeding specified limits.
    - b. Thermal stresses transferring to building structure.
    - c. Framing members transferring stresses, including those caused by thermal and structural movements, to glazing.
    - d. Glass breakage.
    - e. Noise or vibration created by wind and thermal and structural movements.

- f. Loosening or weakening of fasteners, attachments, and other components.
- g. Sealant failure.

# C. Structural Loads:

- 1. Wind Loads for Exterior Assemblies: Provide systems, including anchorage, capable of withstanding wind-load design pressures calculated according to requirements of authorities having jurisdiction or the American Society of Civil Engineers' ASCE 7, "Minimum Design Loads for Buildings and Other Structures," 6.4.2, "Analytical Procedure," whichever are more stringent.
  - a. Basic Wind Speed: 120 MPH (ultimate)
  - b. Exposure category: Cc. Importance Factor: N/A
- 2. Seismic Loads: Design and detail system and anchorage capable of withstanding and transferring seismic loads to the building structure. Seismic loads shall be calculated by the storefront engineer per the North Carolina State Building Code based on the criteria indicated in the Contract documents.
- 3. Test according to ASTM E 330 as follows:
  - a. When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
  - b. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified limits.
  - c. Test Durations: As required by design wind velocity, but not less than 10 seconds.
- D. Energy Performance at Exterior Assemblies: Certify and label energy performance according to National Fenestration Rating Council (NFRC) and in compliance with 2012 North Carolina State Energy Conservation Code as follows:
  - 1. Thermal transmittance (U-factor) at exterior assemblies: Provide door and frame assembly with a U-factor of not more than the following Btu/h x sq.ft. x deg F when tested according to ASTM C1363, NFRC 100 or AAMA 1503.
    - a. Fixed storefront U-factor: 0.45 maximum.
    - b. Non-entrance door U-factor: 0.45 maximum.
    - Entrance door (more than 50% glazing) U-factor: 0.77 maximum.
  - 2. Solar Heat Gain Coefficient: As required in Section 088000 "Glazing".
- E. Condensation Resistance: Fixed glazing and framing areas shall have an NFRC-certified condensation resistance rating of no less than 45 as determined according to NFRC 500.
- F. Thermal Movements at Exterior Assemblies: Provide aluminum-framed systems that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

- G. Deflection of Framing Members: At design wind pressure, as follows:
  - 1. Deflection Normal to Wall Plane: Limited to 1/175 of clear span for spans up to 13 feet 6 inches (4.1 m) or an amount that restricts edge deflection of individual glazing lites to 3/4 inch (19.1 mm), whichever is less.
  - 2. Deflection Parallel to Glazing Plane: Limited to 1/360 of clear span or 1/8 inch (3.2 mm), whichever is smaller.
    - a. Operable Units: Provide a minimum 1/16-inch (1.6-mm) clearance between framing members and operable units.
- H. Air Infiltration at Exterior Assemblies: Test according to ASTM E283, AAMA/WDMA/CSA 101/I.S.2/A440 or NFRC 400. Provide label and certification by manufacturer.
  - 1. Fixed Framing and Glass Area: Maximum air leakage of 0.3 cfm per square foot of fenestration area at a static-air-pressure differential of 1.57 psf (75 Pa).
  - 2. Maximum air leakage of 0.06 cfm/sq. ft. (0.30 L/s per sq. m) at a static-air-pressure differential of 6.24 lbf/sq. ft. (300 Pa).
  - 3. Entrance Doors: Maximum air leakage of 1.0 cfm per square foot of door area at a static-air-pressure differential of 1.57 psf (75 Pa).
- I. Water Penetration under Static Pressure at Exterior Assemblies: Test according to ASTM E 331 as follows:
  - 1. No evidence of water penetration through fixed glazing and framing areas when tested according to a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 10 lbf/sq. ft. (480 Pa).
- J. Exterior and Interior, Extra Heavy Duty Entrance Door and Frame Properties: Successfully complete 1,000,000 cycles test in accordance with AAMA 920-03 "Specification for Operating Cycle Performance of Side-Hinged Exterior Door Systems."
  - 1. Interior and Exterior doors and frames are to be rated for at least 1500 cycles per day at the following locations: 1100.1, 1100.2,
- K. Comply with requirements and recommendations of AAMA except where more stringent requirements are stated herein.

# 2.3 ALUMINUM-FRAMED ENTRANCE AND STOREFRONT SYSTEMS

- A. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
  - 1. Kawneer Company, Inc.; Arconic Corporation.
  - 2. Trulite Glass & Aluminum Solutions, LLC.
  - 3. YKK AP America Inc.
- B. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
  - 1. Exterior Framing Construction: Thermally broken.
  - 2. Glazing System: Retained mechanically with gaskets on four sides.
  - 3. Glazing Plane: Center.
  - 4. Finish: Clear anodic finish.
  - 5. Fabrication Method: Field-fabricated stick system.

- 6. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
- 7. Steel Reinforcement: As required by manufacturer.
- 8. Sizes:
  - a. 2" x 2-1/4" for exterior storefront system.
- C. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.
- D. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- 2.4 GLAZING
- A. Glazing: Comply with Section 088000 "Glazing."
- B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
- C. Glazing Sealants: Comply with Section 088000 "Glazing."
- D. Structural Glazing Sealants: ASTM C1184 chemically curing silicone formulation that is compatible with system components with which it comes in contact; specifically formulated and tested for use as structural sealant and approved by structural-sealant manufacturer for use in storefront system indicated.
  - 1. Color: As selected by Architect from manufacturer's full range of colors.
- E. Weatherseal Sealants: ASTM C920 for Type S; Grade NS; Class 25; Uses NT, G, A, and O; chemically curing silicone formulation that is compatible with structural sealant and other system components with which it comes in contact; recommended by structural-sealant, weatherseal-sealant, and structural-sealant-glazed storefront manufacturers for this use.
  - 1. Color: Match structural sealant.
- 2.5 MATERIALS
- A. Sheet and Plate: ASTM B209 (ASTM B209M).
- B. Extruded Bars, Rods, Profiles, and Tubes: ASTM B221 (ASTM B221M).
- C. Structural Profiles: ASTM B308/B308M.
- D. Steel Reinforcement:
  - 1. Structural Shapes, Plates, and Bars: ASTM A36/A36M.
  - 2. Cold-Rolled Sheet and Strip: ASTM A1008/A1008M.
  - 3. Hot-Rolled Sheet and Strip: ASTM A1011/A1011M.

E. Steel Reinforcement Primer: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods in accordance with recommendations in SSPC-SP COM, and prepare surfaces in accordance with applicable SSPC standard.

### 2.6 ACCESSORIES

- A. Bituminous Paint: Cold-applied asphalt-mastic paint containing no asbestos, formulated for 30-mil (0.762-mm) thickness per coat.
- B. Extruded Aluminum Sub-sill: Manufacturer's standard extruded aluminum sub-sill with finish matching storefront system.
- C. Custom Aluminum Sub-sill Flashing: Provide pre-finished custom aluminum sub-sill flashing, installed under and in addition to the manufacturer's Extruded Aluminum Sub-sill.
  - 1. Minimum thickness 0.0403 inches.
  - 2. Location: Under all storefronts.
  - 3. Finish: Clear anodized.
  - 4. Hem all edges where exposed to view after installation.
  - 5. Provide with vertical dams at sides (ends) and rear (interior) of all openings. Dams to be fabricated by bending edge of metal to a vertical position, ½ inch high minimum, with folded, articulated corners. Separately formed and attached dams are not acceptable.
  - 6. See Division 7 Section "Sheet Metal Flashing and Trim" for additional requirements.
- D. Joint Sealants: Silicone sealant, for installation at perimeter of aluminum-framed systems, as specified in Division 07 Section "Joint Sealants."

### 2.7 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to the greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Fabricate components that, when assembled, have the following characteristics:
  - 1. Profiles that are sharp, straight, and free of defects or deformations.
  - 2. Accurately fitted joints with ends coped or mitered.
  - 3. Physical and thermal isolation of glazing from framing members.
  - 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
  - 5. Provisions for field replacement of glazing from the exterior.
  - 6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.

- E. After fabrication, clearly mark components to identify their locations in Project in accordance with Shop Drawings.
- 2.8 ALUMINUM FINISHES
- A. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas, with Installer present, 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 OF ALUMINUM-FRAMED ENTRANCE AND STOREFRONT SYSTEMS
- A. Comply with manufacturer's written instructions.
- B. Do not install damaged components.
- C. Fit joints to produce hairline joints free of burrs and distortion.
- D. Rigidly secure nonmovement joints.
- E. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
- F. Seal perimeter and other joints watertight unless otherwise indicated.
- G. Metal Protection:
  - 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
  - 2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- H. Set continuous sill members and flashing in full sealant bed, as specified in Section 079200 "Joint Sealants," to produce weathertight installation.
- I. Install joint filler behind sealant as recommended by sealant manufacturer.
- J. Install components plumb and true in alignment with established lines and grades.
- K. Install operable units level and plumb, securely anchored, and without distortion. Adjust weather-stripping contact and hardware movement to produce proper operation.

- L. Install entrance doors to produce smooth operation and tight fit at contact points.
  - 1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
  - 2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware in accordance with entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.
- M. Install glazing as specified in Section 088000 "Glazing."
- N. Install structural glazing as follows:
  - 1. Prepare surfaces that will contact structural sealant in accordance with sealant manufacturer's written instructions, to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.
  - 2. Set glazing into framing in accordance with sealant manufacturer and framing manufacturer's written instructions and standard practice. Use a spacer or backer as recommended by manufacturer.
  - 3. Set glazing with proper orientation so that coatings face exterior or interior as specified.
  - 4. Hold glazing in place using temporary retainers of type and spacing recommended by manufacturer, until structural sealant joint has cured.
  - 5. Apply structural sealant to completely fill cavity, in accordance with sealant manufacturer and framing manufacturer's written instructions and in compliance with local codes.
  - 6. Apply structural sealant at temperatures indicated by sealant manufacturer for type of sealant.
  - 7. Allow structural sealant to cure in accordance with manufacturer's written instructions.
  - 8. Clean and protect glass as indicated in Section 088000 "Glazing."
  - 9. After structural sealant has completely cured, remove temporary retainers and insert backer rod between lites of glass as recommended by sealant manufacturer.
  - 10. Install weatherseal sealant to completely fill cavity, in accordance with sealant manufacturer's written instructions, to produce weatherproof joints.

## 3.3 ERECTION TOLERANCES

- A. Install aluminum-framed entrance and storefront systems to comply with the following maximum tolerances:
  - 1. Plumb: 1/8 inch in 10 feet (3.2 mm in 3 m); 1/4 inch in 40 feet (6.35 mm in 12.2 m).
  - 2. Level: 1/8 inch in 20 feet (3.2 mm in 6 m); 1/4 inch in 40 feet (6.35 mm in 12.2 m).
  - 3. Alignment:
    - a. Where surfaces abut in line or are separated by reveal or protruding element up to 1/2 inch (12.7 mm) wide, limit offset from true alignment to 1/16 inch (1.6 mm).
    - b. Where surfaces are separated by reveal or protruding element from 1/2 to 1 inch (12.7 to 25.4 mm) wide, limit offset from true alignment to 1/8 inch (3.2 mm).
    - c. Where surfaces are separated by reveal or protruding element of 1 inch (25.4 mm) wide or more, limit offset from true alignment to 1/4 inch (6 mm).

- 4. Location: Limit variation from plane to 1/8 inch in 12 feet (3.2 mm in 3.6 m); 1/2 inch (12.7 mm) over total length.
- 3.4 FIELD QUALITY CONTROL
- A. Testing Agency: Owner will engage a qualified testing agency to perform tests.
- B. Tests: Perform the following tests on representative areas of aluminum-framed entrance and storefront systems.
  - 1. Water Penetration: ASTM E1105 at a minimum uniform and cyclic static-air-pressure differential of 0.67 times the static-air-pressure differential specified for laboratory testing in "Performance Requirements" Article, but not less than 6.24 lbf/sq. ft. (300 Pa), and to not evidence water penetration.
- C. Inspection Agency: Owner will engage a qualified inspector to perform inspections.
- D. Aluminum-framed entrance and storefront systems will be considered defective if they do not pass tests and inspections.
- E. Tests not meeting specified requirements and units having similar deficiencies shall be corrected by the Contractor at no cost to the Owner.

### 3.5 CLEANING & ADJUSTING

- A. Post-Installation Cleaning: Clean surfaces promptly after installation of frames, exercising care to avoid damage to the finish. Fully clean all storefront and window assemblies at interior and exterior. Clean surfaces of storefront in accordance with respective manufacturer's maintenance instructions.
- B. Adjust for uniform clearances, joints and appearance.
- C. Ensure that the frames will be without damage or deterioration (other than normal weathering) at the time of acceptance. Replace frames that are damaged or do not comply with requirements.
- D. Provide Owner with all adjustment tools and instruction sheets. Arrange an in-service training and adjustment session with Owner at Owner's convenience.
- E. Final Cleaning: At the time of Final Acceptance, clean storefront system thoroughly and polish glass. Demonstrate proper cleaning methods and materials to the Owner's maintenance personnel.

END OF SECTION 084113

### SECTION 088000 - GLAZING

## PART 1 - GENERAL

### 1.1 SUMMARY

### A. Section Includes:

- 1. Glass products.
- 2. Insulating Glass
- 3. Glazing sealants.
- 4. Glazing tapes.
- 5. Miscellaneous glazing materials.

## B. Related Requirements:

1. Section 084113 "Aluminum-Framed Storefronts and Entrances."

### 1.2 DEFINITIONS

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters in accordance with ASTM C1036.
- C. IBC: International Building Code.
- D. Interspace: Space between lites of an insulating-glass unit.

# 1.3 COORDINATION

A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances to achieve proper safety margins for glazing retention under each design load case, load case combination, and service condition.

## 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Glass Samples: For each type of glass product other than clear monolithic vision glass the following products; 12 inches (300 mm) square.
  - 1. Insulating glass.
- C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

D. Delegated Design Submittal: For glass indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by qualified professional engineer responsible for their preparation.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, manufacturers of insulated glass units glass testing agency and sealant testing agency.
- B. Product Certificates: For glass.
- C. Product Test Reports: For glazing sealants, for tests performed by a qualified testing agency.
  - 1. For glazing sealants, provide test reports based on testing current sealant formulations within previous 36-month period.
- D. Preconstruction adhesion and compatibility test report.
- E. Sample Warranties: For special warranties.

## 1.6 QUALITY ASSURANCE

- A. Fabricated-Glass Manufacturer Qualifications: A qualified manufacturer of fabricated glass units who is approved by primary glass manufacturer.
- B. Installer Qualifications: A qualified glazing contractor for this Project who is certified under the North American Contractor Certification Program (NACC) for Architectural Glass & Metal (AG&M) contractors and who employs glazing technicians certified under the Architectural Glass and Metal Technician (AGMT) certification program.
- C. Glass Testing Agency Qualifications: A qualified independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.
- D. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021 to conduct the testing indicated.

## 1.7 PRECONSTRUCTION TESTING

- A. Preconstruction Adhesion and Compatibility Testing: Test each glass product, tape sealant, gasket, glazing accessory, and glass-framing member for adhesion to and compatibility with elastomeric glazing sealants.
  - 1. Testing is not required if data are submitted based on previous testing of current sealant products and glazing materials matching those submitted.
  - 2. Use ASTM C1087 to determine whether priming and other specific joint-preparation techniques are required to obtain rapid, optimum adhesion of glazing sealants to glass, tape sealants, gaskets, and glazing channel substrates.
  - 3. Test no fewer than eight Samples of each type of material, including joint substrates, shims, sealant backings, secondary seals, and miscellaneous materials.

- 4. Schedule enough time for testing and analyzing results to prevent delaying the Work.
- 5. For materials failing tests, submit sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.

## 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials in accordance with manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- B. Comply with insulating-glass manufacturer's written instructions for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

#### 1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
  - 1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or are below 40 deg F (4.4 deg C).

### 1.10 WARRANTY

- A. Manufacturer's Special Warranty for Insulating Glass: Manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is obstruction of vision by dust, moisture, or film on interior surfaces of glass.
  - 1. Warranty Period: 20 years from date of Substantial Completion.

### PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

A. Source Limitations for Glazing Accessories: For each product and installation method, obtain from single source from single manufacturer.

## 2.2 PERFORMANCE REQUIREMENTS

A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

- B. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design glazing.
- C. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined in accordance with the IBC and ASTM E1300:
  - 1. Design Wind Pressures: Determine design wind pressures applicable to Project in accordance with ASCE/SEI 7, based on heights above grade indicated on Drawings.
    - a. Wind Design Data: As indicated on Drawings.
  - 2. Design Snow Loads: As indicated on Drawings.
  - 3. Maximum Lateral Deflection: For glass supported on all four edges, limit center-of-glass deflection at design wind pressure to not more than 1/50 times the short-side length or 1 inch, whichever is less.
  - 4. Thermal Loads: Design glazing to resist thermal stress breakage induced by differential temperature conditions and limited air circulation within individual glass lites and insulated glazing units.
- D. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.
- E. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
  - 1. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
  - 2. U-Factors: Center-of-glazing values, in accordance with NFRC 100 and based on most current non-beta version of LBL's WINDOW computer program, expressed as Btu/sq. ft. x h x deg F (W/sq. m x K).
  - 3. SHGC and Visible Transmittance: Center-of-glazing values, in accordance with NFRC 200 and based on most current non-beta version of LBL's WINDOW computer program.
  - 4. Visible Reflectance: Center-of-glazing values, in accordance with NFRC 300.

# 2.3 GLASS PRODUCTS, GENERAL

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  - 1. NGA Publications: "Glazing Manual."
  - 2. AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing," and AAMA TIR A7, "Sloped Glazing Guidelines."
  - 3. IGMA Publication for Sloped Glazing: IGMA TB-3001, "Guidelines for Sloped Glazing."
  - 4. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."

- B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- C. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the IGCC.
- D. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than thickness indicated.
  - 1. Minimum Glass Thickness for Exterior Lites: 6 mm.
- E. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article.

#### 2.4 INSULATING GLASS

- A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified in accordance with ASTM E2190.
  - 1. Sealing System: Dual seal, with manufacturer's standard primary and secondary sealants.
  - 2. Perimeter Spacer: Manufacturer's standard spacer material and construction.
  - 3. Desiccant: Molecular sieve or silica gel, or a blend of both.

## 2.5 GLAZING SEALANTS

### A. General:

- 1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- 2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
- 3. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range of industry colors.

### 2.6 GLAZING TAPES

- A. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
  - 1. AAMA 810.1, Type 1, for glazing applications in which tape acts as primary sealant.
  - 2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

# 2.7 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, recommended in writing by manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks:
  - 1. Elastomeric blocks with Shore A durometer hardness of 85, plus or minus 5.
  - 2. Type recommended in writing by sealant or glass manufacturer.

## D. Spacers:

- 1. Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- 2. Type recommended in writing by sealant or glass manufacturer.

# E. Edge Blocks:

- 1. Elastomeric material with Shore A durometer hardness per manufacturer's written instructions.
- 2. Type recommended in writing by sealant or glass manufacturer.
- F. Cylindrical Glazing Sealant Backing: ASTM C1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

### 2.8 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
  - 1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
    - a. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.
- C. Grind smooth and polish exposed glass edges and corners.

#### PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
  - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
  - 2. Presence and functioning of weep systems.
  - 3. Minimum required face and edge clearances.
  - 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
- B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work.

## 3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches (1270 mm).
  - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and

- glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
- 2. Provide 1/8-inch- (3-mm-) minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and in accordance with requirements in referenced glazing publications.
- H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- I. Set glass lites with proper orientation so that coatings face exterior or interior as specified.
- J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended in writing by gasket manufacturer.

## 3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until right before each glazing unit is installed.
- F. Apply heel bead of elastomeric sealant.
- G. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

# 3.5 GASKET GLAZING (DRY)

A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.

- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended in writing by gasket manufacturer.
- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended in writing by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

## 3.6 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

## 3.7 CLEANING AND PROTECTION

- A. Immediately after installation, remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
  - 1. If, despite such protection, contaminating substances do contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.
- D. Wash glass on both exposed surfaces not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

# 3.8 INSULATING GLASS SCHEDULE

# A. Clear Insulating Glass:

- 1. Overall Unit Thickness: 1 inch.
- 2. Minimum Thickness of Each Glass Lite: 6 mm.
- 3. Outdoor Lite: Heat-strengthened float glass.
- 4. Interspace Content: Argon.
- 5. Indoor Lite: Heat-strengthened float glass.
- 6. Winter Nighttime U-Factor: 0.29 maximum.
- 7. Summer Daytime U-Factor: 0.27 maximum.
- 8. Provide safety glazing labeling.

END OF SECTION 088000

### 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 Substrates:
    - a. Galvanized metal.

# B. Related Requirements:

1. Section 055213 "Pipe and Tube Railings" for shop painting pipe and tube railings with coatings specified in this Section.

### 1.3 DEFINITIONS

- A. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.
- B. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.
- C. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

# 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
  - 1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
  - 2. Indicate VOC content.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- C. 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.
- D. Product List: Cross-reference to coating system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

### 1.5 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.

## 1.6 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.

### 1.7 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.
- C. Do not apply exterior coatings in snow, rain, fog, or mist.

### PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements provide one of the products listed in the Exterior High-Performance Coating Schedule for the coating category indicated.

# 2.2 HIGH-PERFORMANCE COATINGS, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:

- 1. Materials for use within each paint system shall be 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, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- 3. Products shall be of same manufacturer for each coat in a coating system.
- C. Colors: As selected by Architect from manufacturer's full range

## 2.3 SOURCE QUALITY CONTROL

- A. Testing of Coating Materials: Owner reserves the right to invoke the following procedure:
  - 1. Owner will engage the services of a qualified testing agency to sample coating materials. Contractor will be notified in advance and may be present when samples are taken. If coating materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
  - 2. Testing agency will perform tests for compliance with product requirements.
  - 3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying coating materials from Project site, pay for testing, and recoat surfaces coated with rejected materials. Contractor will be required to remove rejected materials from previously coated surfaces if, on recoating with complying materials, the two coatings are incompatible.

# 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. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- C. 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.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.
- D. Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer:
  - 1. SSPC-SP 7/NACE No. 4.
- E. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied coatings.
  - 1. Scrape and clean knots. Before applying primer, apply coat of knot sealer that is recommended in writing by topcoat manufacturer for coating system indicated.
  - 2. Sand surfaces that will be exposed to view and dust off.
  - 3. Prime edges, ends, faces, undersides, and backsides of wood.
  - 4. After priming, fill holes and imperfections in the finish surfaces with filler that is recommended in writing by topcoat manufacturer for coating system indicated. Sand smooth when dried.

### 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. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
- C. 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 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test coatings for dry film thickness.
  - 1. Contractor shall touch up and restore coated surfaces damaged by testing.
  - 2. If test results show that dry film thickness of applied coating does not comply with coating manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with coating manufacturer's written recommendations.

#### 3.5 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.

# 3.6 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

- A. Galvanized-Metal Substrates:
  - 1. Pigmented Polyurethane over Epoxy Primer System:
    - a. Prime Coat: Primer, epoxy, anti-corrosive, for metal, MPI #101.
    - b. Intermediate Coat: Polyurethane, two-component, pigmented, gloss matching topcoat.
    - c. Topcoat: Polyurethane, two component, pigmented, gloss (MPI Gloss Level 6) , MPI #72.

END OF SECTION 099600

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